

**SOLICITATION, OFFER, AND AWARD**

THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

RATING  
PAGE OF PAGES  
A-1 76

CONTRACT NUMBER  
ACB-3-C-0004

3. SOLICITATION NUMBER  
ACB-2-R-0029

4. TYPE OF SOLICITATION  
SEALED BID (IFB)  
X NEGOTIATED (RFP)

5. DATE ISSUED  
05/17/2002

6. REQUISITION/PURCHASE NUMBER  
DDP-03-002

7. ISSUED BY  
US Immigration & Naturalization Svc  
70 Kimball Avenue  
South Burlington VT 05403

8. ADDRESS OFFER TO (if other than item 7)  
US Immigration & Naturalization Svc  
70 Kimball Avenue  
South Burlington VT 05403

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

**SOLICITATION**

9. Sealed offers in original and 4 copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in South Burlington until 4:30 p.m. local time 6/20/2002  
(City) (Hour) (Date)

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

10. FOR INFORMATION CALL:

A. NAME:  
Deborah A. Parot

B. TELEPHONE (Include area code) (NO COLLECT CALLS)  
802-872- (b)(2)

C. EMAIL ADDRESS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
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X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	5	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
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X	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	2	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS			
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**OFFER (Must be fully completed by offeror)**

Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period. In compliance with the above, the undersigned agrees, if this offer is accepted within 60 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point (s) within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-c)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors And related documents numbered and dated):	AMENDMENT NO.	AMENDMENT NO.	DATE	
	001	6/12/02		

15A. NAME AND ADDRESS OF OFFEROR: AKAL SECURITY, INC. 7 INFINITY LOOP DUNS (b)(2) ESPANOLA, NM 87532

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print): DAYA S. KHALSA SENIOR VICE PRESIDENT

15B. TELEPHONE NO. (Include area code): (505) 753-7832 ext (b)(2)

15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE

17. SIGNATURE: [Signature]

18. OFFER DATE: 3/13/03

19. ACCEPTED AS TO ITEMS NUMBERED: 0001 - 0006

20. AMOUNT: \$10,781,124.50 Est.

21. ACCOUNTING AND APPROPRIATION INFORMATION: 1251.057/93U (2570) Funds will be obligated on individual task orders.

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:  10 U.S.C. 2304 (c) ( ) N/A  41 U.S.C. 253 (c) ( )

23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) Part I, Sec G

24. ADMINISTERED BY (If other than item 7) CODE

PAYMENT WILL BE MADE BY CODE: See Part I, Section G

26. NAME OF CONTRACTING OFFICER (Type or print): Roger E. Fregeau

27. UNITED STATES OF AMERICA: [Signature] (Signature of Contracting Officer)

28. AWARD DATE: 5/20/03

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

AUTHORIZED FOR LOCAL REPRODUCTION  
Previous edition is unusable

STANDARD FORM 33 (Rev.9-97)  
Prescribed by GSA FAR (48 CFR) 53.214 (c)

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SECTION B  
SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 In accordance with the attached specifications, the Contractor shall provide custody officer service for the Immigration and Naturalization Service, Krome Service Processing Center (KROSPC), 18201 South West 12th Street, Miami, Florida 33194, and the Immigration & Naturalization Service, Miami International Airport (MIAPT), Concourse E, Miami, Florida, 33138. This contract is for one base year plus four one year options. The base year will be from December 1, 2002 (or date stated in the contract Notice to Proceed, whichever is later) through November 30, 2003 (or a year after date stated in the contract Notice to Proceed, whichever is later). This is a non-personal service contract as defined by FAR 37.1.

B.2 The man-hour quantities listed below are estimated quantities and not a guarantee of any kind although they are based on past history and anticipated requirements. Man-hour means productive hour. Only productive hours can be invoiced. Productive hours are only those actually on the job to man positions or perform supervisory functions. Man-hour unit prices shall include all costs (direct and indirect), profit and overhead. Costs include but are not limited to management, wages, benefits, training time, holiday and vacation time, sick leave, relief custody officers, drug testing, equipment, material, uniforms, shift differentials, insurance and any other costs required to perform this contract.

B.3 Performance for the base year will be dependent upon the issuance of satisfactory security clearances for the entire work force. Contract performance will not begin until satisfactory security clearances have been received and successfully processed by Immigration and Naturalization (INS) Security and a written Notice to Proceed is issued by the Contracting Officer. Each Offeror is advised that all security paperwork must be submitted timely in accordance with Section C, Subsection 2, paragraph A.

B.4 Offeror must provide firm fixed pricing for the Base Year and Four One-Year Option Periods for all line items listed below:

Base Period-The period of performance for the base year shall commence upon the start date specified in the Notice to Proceed and continue for a period of one year.

CLIN Item #	Item Description	Est. Qty.	Unit	Unit Price	Total
0001	Krome Productive Man-Hours		Man-hour		
0002	Krome Supervisory Productive Man-Hours		Man-hour		
0003	Airport Productive Man-Hours		Man-hour		
0004	Airport Supervisory Productive Man-Hours		Man-hour		
0005	On-call Hours		Man-hour		
0006	Data in accordance with Section F – Deliverables of Written Documentation		Not Separately Priced		
	<b>BASE YEAR TOTAL</b>				<b>\$10,781,124.50</b>

(b)(4)

(b)(4)

First Option Period – Commences upon expiration of the Base Period and extends for a period of one year.

CLIN Item #	Item Description	Est. Qty.	Unit	Unit Price	Total
0001A	Krome Productive Man-Hours		Man-hour		
0002A	Krome Supervisory Productive Man-Hours		Man-hour		
0003A	Airport Productive Man-Hours		Man-hour		
0004A	Airport Supervisory Productive Man-Hours		Man-hour		
0005A	On-call Hours		Man-hour		
0006A	Data in accordance with Section F – Deliverables of Written Documentation		Not Separately Priced		
	FIRST OPTION YEAR TOTAL				\$10,729,745.80

(b)(4)

(b)(4)

ADDITIONAL OPTION REQUIREMENTS – Refer to Section C, “KROME SPC - ADDITIONAL REQUIREMENTS (ANTICIPATED GROWTH)”

CLIN Item #	Item Description	Est. Qty.	Unit	Unit Price	Total
0007A	Krome Productive Man-hours		Man-hour		
0008A	Krome Supervisory Man-hours		Man-hour		
	TOTAL FIRST OPTION YEAR ADDITIONAL MAN-HOURS		Man-hour		\$ 2,943,535.20

(b)(4)

The Government reserves the right to exercise option items 0007A and 0008A no later than 30 days prior to the expiration of the current period of performance, in accordance with the clause at 52.217-7 (and subject to the availability of funds). The price for this option will be included in the total contract price for evaluation purposes.

Second Option Period – Commences upon expiration of the First Option Period and extends for a period of one year.

CLIN Item #	Item Description	Est. Qty.	Unit	Unit Price	Total
0001B	Krome Productive Man-Hours		Man-hour		
0002B	Krome Supervisory Productive Man-Hours		Man-hour		
0003B	Airport Productive Man-Hours		Man-hour		
0004B	Airport Supervisory Productive Man-Hours		Man-hour		
0005B	On-call Hours		Man-hour		
0006B	Data in accordance with Section F – Deliverables of Written Documentation		Not Separately Priced		
	SECOND OPTION YEAR TOTAL				\$10,756,914.00

(b)(4)

(b)(4)

**ADDITIONAL OPTION REQUIREMENTS – Refer to Section C, “KROME SPC - ADDITIONAL REQUIREMENTS (ANTICIPATED GROWTH)”**

CLIN Item #	Item Description	Est. Qty.	Unit	Unit Price	Total
0007B	Krome Productive Man-hours		Man-hour		
0008B	Krome Supervisory Man-hours		Man-hour		
	TOTAL SECOND OPTION YEAR ADDITIONAL MAN-HOURS		Man-hour		\$ 2,943,535.20

(b)(4)

The Government reserves the right to exercise option items 0007B and 0008B no later than 30 days prior to the expiration of the current period of performance, in accordance with the clause at 52.217-7 (and subject to the availability of funds). The price for this option will be included in the total contract price for evaluation purposes.

Third Option Period – Commences upon expiration of the Second Option Period and extends for period of one year.

CLIN Item #	Item Description	Est. Qty.	Unit	Unit Price	Total
0001C	Krome Productive Man-Hours		Man-hour		
0002C	Krome Supervisory Productive Man-Hours		Man-hour		
0003C	Airport Productive Man-Hours		Man-hour		
0004C	Airport Supervisory Productive Man-Hours		Man-hour		
0005C	On-call Hours		Man-hour		
0006C	Data in accordance with Section F – Deliverables of Written Documentation		Not Separately Priced		
	THIRD OPTION YEAR TOTAL				\$10,761,388.50

(b)(4)

(b)(4)

ADDITIONAL OPTION REQUIREMENTS – Refer to Section C, “KROME SPC - ADDITIONAL REQUIREMENTS (ANTICIPATED GROWTH)

CLIN Item #	Item Description	Est. Qty.	Unit	Unit Price	Total
0007C	Krome Productive Man-hours		Man-hour		
0008C	Krome Supervisory Man-hours		Man-hour		
	TOTAL THIRD OPTION YEAR ADDITIONAL MAN-HOURS		Man-hour		\$ 2,943,535.20

(b)(4)

The Government reserves the right to exercise option items 0007C and 0008C no later than 30 days prior to the expiration of the current period of performance, in accordance with the clause at 52.217-7 (and subject to the availability of funds). The price for this option will be included in the total contract price for evaluation purposes.

Fourth Option Period – Commences upon expiration of the Third Option Period and extends for a period of one year.

CLIN Item #	Item Description	Est. Qty.	Unit	Unit Price	Total
0001D	Krome Productive Man-Hours		Man-hour		
0002D	Krome Supervisory Productive Man-Hours		Man-hour		
0003D	Airport Productive Man-Hours		Man-hour		
0004D	Airport Supervisory Productive Man-Hours		Man-hour		
0005D	On-call Hours		Man-hour		

(b)(4)

0006D	Data in accordance with Section F – Deliverables of Written Documentation		Not Separately Priced		
	FOURTH OPTION YEAR TOTAL				\$10,772,884.80

(b)(4)

ADDITIONAL OPTION REQUIREMENTS -- Refer to Section C, "KROME SPC - ADDITIONAL REQUIREMENTS (ANTICIPATED GROWTH)

CLIN Item #	Item Description	Est. Qty.	Unit	Unit Price	Total
0007D	Krome Productive Man-hours		Man-hour		
0008D	Krome Supervisory Man-hours		Man-hour		
	TOTAL FOURTH OPTION YEAR ADDITIONAL MAN-HOURS		Man-hour		\$ 2,943,535.20

(b)(4)

The Government reserves the right to exercise option items 0007D and 0008D no later than 30 days prior to the expiration of the current period of performance, in accordance with the clause at 52.217-7 (and subject to the availability of funds). The price for this option will be included in the total contract price for evaluation purposes.

Base Period Total                    \$10,781,124.50

First Option Period Total        \$13,673,281.00

Second Option Period Total     \$13,700,449.20

Third Option Period Total       \$13,704,923.70

Fourth Option Period Total      \$13,716,420.00

Total Estimated Cost including Base and Four Option Years        \$65,576,198.40

The Government reserves the right to exercise the annual option periods no later than the expiration date of the current period of performance provided a preliminary notice of intent to extend is given in writing at least 60 days before contract expiration, subject to availability of funds.

Any mention of a year in the Schedule above is automatically 366 days for the purpose of any leap year.

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SECTION C  
DESCRIPTION/SPECIFICATIONS/PERFORMANCE WORK STATEMENT

C.1 INTRODUCTION

A. Background

The United States Immigration and Naturalization Service (INS), an agency of the United States Department of Justice (DOJ), is responsible for the detention of aliens in removal proceedings, and aliens subjects to final order of removal. INS houses these detainees in Service Processing Centers (SPC) and a variety of other federal, state, local and private facilities.

B. Scope of Work

The Contractor shall furnish unarmed custody officer services, including management personnel, supervision, manpower, relief custody officers, uniforms, equipment, and supplies to provide custody officer services seven (7) days a week, twenty-four (24) hours per day at the Immigration and Naturalization Service, Immigration & Naturalization Service, Krome Service Processing Center (KROSPC), 18201 South West 12th Street, Miami, Florida 33194, and the Immigration & Naturalization Service, Miami International Airport (MIAPT), Concourse E, Miami, Florida, 33138. The Contractor shall provide a minimum of one Custody Officer of the same gender as the detainees per shift. While the Service Processing Center currently houses only male detainees, occasions do arise when females are detained, particularly at the airport. The Contractor is advised to have at least two female contract custody officers per shift to comply with the same-gender requirements of the contract. All posts can be performed by male/female officers unless otherwise stated.

The Contractor shall provide its own equipment, supplies and forms that pertain to its own business enterprise. Business activities may include replacing equipment and manpower to ensure full service at the INS location. Also, the Contractor shall provide full and complete cooperation in any request or investigation conducted by the Government.

The Contractor is to include in the man-hour rate at the Schedule in Section B all costs for services INS requires in the contract.

C. Location of Services

The population of the below named facility will be classified as High, Medium, or Low Risk Level. Security services to be provided by the Contractor will be performed as described below.

POST POSITIONS AND MAN-HOURS REQUIRING DETENTION SERVICE

Position	Post Hours	Positions Needed	Days Per Week
Asylum Office	0800 – 1600		5
Hotel	24 hours/day		7
Laundry	0600-1400 & 1200-2000		7
Library	0900-1700		7
Camp Escort	24 hours/day		7
Camp Crew	0700 – 1500		7
Food Service/Caf.	0500 – 1900		7
Food Service/Caf. II	0600-1800		7

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Escort/Rover/Super.	24 hours/day		7
Lead Supervisor	24 hours/day		7
Supervisor	0700-2300		7
Bldg. 14A Desk	24 hours/day		7
Bldg. 14A Yard	24 hours/day		7
Bldg. 14 B Desk	24 hours/day		7
Bldg. 14 B Yard	24 hours/day		7
Escort/Break	24 hours/day		7
Escort (added day Shift)	0700-1500		7
Escort	24 hours/day		7
PHS Desk	24 hours/day		7
PHS Rover	2300-0700 & 1500-2300		7
Short Stay Unit	24 hours/day		7
Bldg. 15	24 hours/day		7
Bldg. 11 Desk	24 hours/day		7
Bldg. 11A	24 hours/day		7
Bldg. 11B	24 hours/day		7
Bldg. 8 Lower Desk	24 hours/day		7
Bldg. 8 Upper Desk	24 hours/day		7
Bldg. 8 Pod 1	24 hours/day		7
Bldg. 8 Pod 2	24 hours/day		7
Bldg. 8 Pod 3	24 hours/day		7
Bldg. 8 Pod 4	24 hours/day		7
Bldg. 8 Pod 5	24 hours/day		7
Bldg. 8 Pod 6	24 hours/day		7
Attorney Visit	0700-1500 & 0500-1300		7
On-call Post*	N/A	N/A	N/A
Rec Yard Officer	0700-1500 & 1500-2300		5
Lobby	0700-1500		7
Court 1	0600-2200		5
Court 2	0700-1500		5
PHS Mental Health Unit Officer	24 hours/day		7
Negative Pressure Room Officer	24 hours/day		7

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\*On-call Posts. Contract guards responding to the on-call post requirement may be used in any of the positions outlined above. INS-provided post orders will be available for each post. Consistent with INS Detention Standards, on-call posts may also include duty at local hospitals, performing escort duties or performance at other duty locations as specified by the COTR. Responders shall arrive fully prepared for duty in accordance with contract requirements within two hours of receiving the on-call request. INS will make every effort to schedule on-call needs at least 24 hours in advance when the need is other than emergent in nature.

POSITIONS AT MIAMI INTERNATIONAL AIRPORT

Miami International Airport Terminal(s) - The following Contractor personnel shall report to INS Secondary Inspection area at the International Arrivals and report to the COTR or the designated INS officer on duty:

Position	Post Hours	Number of Positions	Days per Week
Airport Supervisor (Miami International)	0700-1500 1500-2300 2300-0700		7 days/week
Airport Custody Officer (Miami International)	0700-1500 1500-2300 2300-0700		7 days/week
Airport Escort Officer (Miami International)	0800-1600 1500-2300		7 days/week

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1. The supervisory contract employee will provide direct supervision to contract employees assigned to the MIA Airport. He/she will serve as the liaison point between INS and the Contractor as well as the coordinator for all detainee custody transfers and detainee escort assignments as required.
2. Upon order of the COTR or designated INS officer, the contract employee(s) will provide general security in the INS Inspections areas, but will primarily be available to accept and maintain custody of detainees believed to be inadmissible to the United States. Contract employees shall remain in the Inspectional area unless directed otherwise by the COTR or a designated INS officer. Contract employees shall remain with and safeguard designated detainee(s) until given further instructions by the COTR or a designated INS officer.
3. The contract employees shall escort detainee(s), as required, to departure gates to effectuate departures. The detainee(s) shall be escorted by two contract employees, at least one of whom shall be of the same gender as the detainee(s). This shall be done in such a manner as to eliminate public contact especially at boarding gates. The contract employees shall ascertain that there are no unobservable exits which might allow the detainee(s) to escape. Once the detainee(s) are placed on the departing aircraft, at least one contract employee shall remain at the gate until the aircraft is airborne as verified verbally by the carrier gate attendant. Contract employees who witness the departure of detainee(s) shall certify the departure in writing to the COTR, returning all INS documentation to the appropriate INS supervisor upon completion of the escort assignment.

KROME SPC - ADDITIONAL REQUIREMENTS (ANTICIPATED GROWTH)

This additional requirement for service is for custody officer support for building(s) planned for use and under construction for future years covered by the contract. It is currently anticipated that construction will be completed at the end of CY 2003.

Position	Post Hours	Number of Positions	Days per Week
Custody Officers (various positions)	24 hours/day		7 days/week
Supervisor	24 hours/day		7 days/week

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D. Explanation of Terms

ACA Standards - The American Correctional Association Standards (ACA) for Adult Local Detention Facilities, latest edition.

Administrative Contracting Officer (ACO) - INS employee responsible for contract compliance, contract administration, cost control, property control, and reviewing COTR's assessment of Contractor's performance.

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 inmates.

Alien - Any person who is not a citizen or national of the United States.

Booking - A procedure for the admission of an INS detainee, which includes searching, fingerprinting, photographing, medical screening, and collecting personal history data. Booking also includes the inventory and storage of the detainees accompanying personal property.

Classification - A process for determining the needs and requirements of those detainees for whom confinement has been ordered and for assigning them to housing units and programs according to their needs and existing resources.

Contraband - Any item possessed by a detainee or found within the facility which is declared illegal by law, or expressly prohibited by the INS or the Contractor. Contraband may include, but is not limited, to the following: drugs and alcohol, sharp objects or hardware that could be fashioned into a weapon, perishable foods that may pose health or spoilage problems, and printed materials that incite to riot, agitate the population, or otherwise cause safety and security problems.

Contract Employee - An employee of a private Contractor hired to perform a variety of detailed services within the detention facility.

Contracting Officer (CO) - The INS employee empowered to award, amend, administer, and terminate contracts.

Contracting Officer's Technical Representative (COTR) - The INS employee(s) designated and authorized by the Contracting Officer to monitor all technical aspects of the contract, certify invoices for payment, and assist in administrating the contract.

Contractor - The firm, individual or entity, following contract award, with whom the INS enters into this contract. The provider of services described in the Performance Work Statement (PWS).

Credentials - Documents providing primary source verification including education, training, licensure, experience, board certification and expertise of an employee.

Custody Officers - Contractor's uniformed unarmed employees responsible for the security, care, and supervision of detainees being detained or under INS proceedings. The officer is also responsible for the safety and security of the facility.

Department of Justice (DOJ) - Refers to the Department of Justice, an agency of the United States Government.

Detainee - Any person confined under the auspices and the authority of any federal agency, primarily the Immigration and Naturalization Service (INS). Many detainees have substantial and varied criminal histories.

Emergency - Any significant disruption of normal facility procedure, policy or activity caused by riot, strike, escape, fire, natural disaster or other serious incident.

Emergency Care - Care for an acute illness or unexpected serious health care need that cannot be deferred until the next scheduled sick call.

Employee - Refers to a person employed by the Contractor.

Entry on Duty (E.O.D.) - The first day the employee begins performance at a designated duty station on this contract.

Executive Office of Immigration Review (EOIR) - A division within the Department of Justice responsible for conducting administrative court proceedings for detainees relating to immigration law.

Facility - The physical plant and grounds in which the Contractor's services are provided.

First Aid - Health care for a condition that requires immediate assistance from an individual trained in first aid care and the use of the facility's first aid kits.

Government - Refers to the United States Government.

Grievance - A written complaint filed by a detainee concerning personal health/welfare or the operation and services of the facility.

Health Authority - The physician, health administrator, or agency on-site who is responsible for health care services pursuant to a written agreement, contract, or job description.

Health Care - The action taken, preventive and therapeutic, to provide for the physical and mental well being of a population. Health care may include medical services, dental services, mental health services, nursing, personal hygiene, dietary services, and environmental conditions at the facility.

Health Care Personnel - Licensed individuals who in keeping with their respective levels of health care training or experience, provide health services to detainees.

Health Trained Personnel (Medically trained personnel) - Public Health Service (PHS) officials who may be trained and appropriately supervised to carry out certain specific duties with regard to the administration of health care.

Health Unit (HU) - The physical area in the facility and organizational unit set-aside for routine health care and sick call. The HU is the designated part of the facility for the delivery of care to detainees on an ambulatory or observation basis.

Incident Report - A written document reporting a special event (e.g., the use of force, use of chemical agents, discharge of firearms).

Immigration and Naturalization Service (INS) - An agency of the Department of Justice (DOJ), responsible for naturalization of aliens as well as the detention and removal of illegal aliens.

Juvenile - A male or female under 18 years old who has entered the United States and is in the custody of the INS and subject of removal proceedings under the Immigration and Naturalization Act, and may have an application for asylum pending with the Executive Office of Immigration Review (EOIR).

Man-hour rate - The rate that includes all costs, overhead and profit required to perform the contract. Costs include management, wages, benefits, training time, holiday and vacation pay, sick leave, materials, equipment and any other costs to meet contract requirements described in the solicitation and as shown in man-hours chart, Section C. Only productive hours can be invoiced. Productive hours are those hours when the required services are performed.

Medical Screening - A system of structured health assessment or observation to identify detainees who pose a health or safety threat to themselves or others.

Non-contact visitation - A barrier which restricts detainees from having physical contact with visitors. Usually screens or glass separates the detainee from the visitor. Voice communication between the parties is typically accomplished with telephones or speakers.

Pat Down Search - A quick patting of the prisoner's outer clothing to determine the presence of contraband.

Performance Requirements Summary (PRS) - A condensed listing of tasks, standards, acceptable quality level, and relative value of the services required by the PWS. The PRS identifies the essential service outputs of the contract that will be evaluated by the Government to assure contract performance standards are met by the Contractor.

Performance Work Statement (PWS) - That portion of the contract (Section C) which describes the services to be performed under this contract.

Physician - An authorized practitioner who is a graduate from a recognized college of medicine or osteopathy and licensed by the appropriate state board.

Policy - A definite written course or method of action which guides and determines present and future decisions and actions.

Procedure - The detailed and sequential actions that must be executed to ensure that a policy is implemented. It is the method of performing an operation or a manner of proceeding on a course of action. It differs from a policy in that it directs action required to perform a specific task within the guidelines of that policy.

Project Manager -- Contract employee responsible for on-site supervision of all Contract employees with the authority to act on behalf of the Contractor. The Project Manager cannot simultaneously serve in the role of manager and Custody Officer or Supervisory Custody Officer.

Property - Refers to personal property belonging to a detainee.

Proposal - The written plan submitted by the Contractor for consideration by the INS in response to the Request For Proposal (RFP).

Public Health Service (PHS) – A federal agency working in conjunction with INS to provide health care for detainees.

Quality Assurance – The actions taken by the Government to assure services meet the requirements of the PWS.

Quality Assurance Plan (QAP) – An organized written document prepared and used by the Government for quality assurance of the Contractor performance. The document contains the Government specific methods, sampling guides, checklists used in determining whether the Contractor provided service meets quantity, quality, timeliness, effectiveness, and cost standards.

Quality Control (QC) – The Contractor's inspection system which covers all the services to be performed under the contract. The actions that a Contractor takes to control the production of services so that they meet the requirements stated in the contract.

Restraint Equipment - This includes handcuffs, wrist restraints, leg restraints, and disposable nylon straps.

Safety Equipment - Fire fighting equipment, including, but not limited to, chemical fire extinguishers, hoses, nozzles, water supplies, alarm systems, first aid kits and stretchers.

Security Post Log Book - Official record of post operations and inspections.

Security Risk – High, Medium, Low

High Risk Level - Detainees exhibit behavioral problems, or manifest a pattern of such behavior, or have a history of violent and/or criminal activity.

Medium Risk Level - Detainees exhibit minor behavioral problems or have a history of nonviolent criminal behavior.

Low Risk Level - Detainees exhibit no behavioral problems and have no history of violent criminal behavior.

Sensitive Information - Any information which could affect the national interest, law enforcement activities, the conduct of federal programs, or the privacy to which individuals are entitled under Title 5, U.S. Code, Section 552a. All Detainee records are considered sensitive information.

Sick call - A system through which a detainee reports and receives individualized and appropriate medical services for non-emergency illness or injury.

Special Housing Unit (SHU) - The space set aside within the facility for administrative detention or disciplinary segregation.

Standard Operating Procedures (SOP) – Written instructions utilized within an operation that are consistent with local operational requirements and follow or refer to INS or ACA Standards.

Start-Up Inspection – Initial Inspection conducted by the Government to ensure Contractor meets the requirements of the PWS.



Strip Search - An examination of a detainee's body unclothed, for weapons, contraband, and physical abnormalities. This also includes a thorough search of all of the individual's clothing while it is not being worn. (Note: Body cavity searches shall only be performed by INS-approved medical personnel.)

Suitability Check -- Security clearance process for Contractor and all Contract employees to determine suitability to work.

Training - An organized, planned, and evaluated activity designed to achieve specific learning objectives. Training may occur on site, in a classroom setting or supervised on the job training.

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

X-ray search - A photographic search by use of x-rays.

#### E. Rules and Regulations

The Contractor shall abide by all rules and regulations governing the site. The rules and regulations are found in the following sources:

- The INS Operations Manual
- Post Orders
- General Directives
- American Correctional Association (ACA) Standards (Most current edition)
- The INS Officer's Handbook
- M-68 (A Guide to Proper Conduct and Relationships with Aliens and the General Public)
- The INS Detention Standards  
(see <http://www.ins.usdoj.gov/graphics/lawsregs/guidance.htm>)
- All rules and regulations governing public buildings and grounds
- All regulations provided to the Contractor through the COTR

The Contractor shall not use or permit the use of the Government premises for any unlawful purpose, or any unlawful act.

#### F. Ambiguities

All services must comply with the PWS and all applicable state and local laws and standards. Should a conflict exist between any of these standards, the most stringent shall apply. If the Contractor is unable to determine which standard is more stringent, the Contracting Officer (CO) shall determine the appropriate standard.

### C.2 REQUIREMENTS

#### SUBSECTION 1 - GENERAL ADMINISTRATION, ORGANIZATION AND MANAGEMENT

The Contractor shall provide a safe and secure environment for staff, detainees and the public through effective security. The Contractor shall continuously monitor programs, seek ways to

reduce and control violence in the facility, respond effectively to emergencies, limit tools and other potentially dangerous equipment, and secure posts. The Contractor shall monitor detainee programs and Contractor staff performance. In addition, the Contractor shall communicate policy, procedures and operational practices using INS written instructions and policy statements.

A. Quality Control Plan

The Contractor shall provide an overall Quality Control Plan (QCP) that addresses critical operational performance standards for the services required under this contract. The QCP shall ensure that services will be maintained at a uniform and acceptable level. At a minimum, the Contractor shall periodically review and update the plan policies and procedures on an annual basis. The Contractor shall audit facility operations monthly for compliance with the QCP. The Contractor shall notify the Government 48 hours in advance of the audit to insure the COTR is available to participate. The Contractor's QCP shall identify deficiencies, appropriate corrective action(s) and timely implementation plans(s) to the COTR.

If the Contractor proposes changes in the QCP after contract award, the Contractor shall submit them to the COTR for review. If the COTR concurs with the changes, the COTR shall submit the changes to the CO. The CO may modify the contract to include these changes.

B. Quality Assurance Plan (QAP)

The INS has developed the Quality Assurance Plan (QAP) pursuant to the requirements of the PWS, Section C. Section E of the contract sets forth the procedures and guidelines that INS will use to inspect the technical performance of the Contractor.

1. The purpose of the QAP is to:

- a. Define the roles and responsibilities of participating Government officials.
- b. Define the types of work to be performed.
- c. Describe the evaluation methods that will be employed by the Government in assessing the Contractor's performance.
- d. Describe the process of performance documentation.

2. Roles and Responsibilities of Participating Government Officials

The COTR(s) and designees will participate in assessing the quality of the Contractor's performance.

- a. The COTR(s) will be responsible for monitoring, assessing, recording and reporting on the technical performance of the Contractor on a day-to-day basis. The COTR(s) will have primary responsibility for completing "Quality Assurance Surveillance Forms" to document their inspection and evaluation of the Contractor's work performance.
- b. The Administrative Contracting Officer (ACO) or designee has overall responsibility for evaluating the Contractor's performance. The ACO will review the COTR's evaluation of the Contractor performance. If applicable, deductions will be assessed in accordance with guidance provided in Section F, para. F-6.

C. The Contractor's Policies and Procedures Manual

The Contractor shall provide a Policies and Procedures Manual for INS approval within 30 days after award, which, at a minimum, addresses the following:

- Organization
- Recruiting procedures
- Opportunities for Equal Employment
- Qualifying for jobs, job descriptions, responsibilities, salaries and fringe benefits
- Screening employees for illegal drug use
- Holidays, leave, and work hours
- Personnel records, employee evaluations, promotion, retirement
- Training
- Standards of conduct, disciplinary procedures, and grievance procedures
- Resignation and termination
- Employee-management relations
- Subjects listed in Subsection 2 of this PWS

The Contractor must provide a copy of the Policy and Procedures Manual to contract employees at the facility. Upon request by the COTR, the Contractor shall document to the Government that all employees have reviewed a copy of the manual.

D. INS Operations Manual

The Contractor shall maintain the site specific INS Operations Manual that contains INS written policy, plans, and procedures. The Contractor shall make the manual available to all employees. Every employee shall certify in writing that he or she has read, fully understands, and agrees to comply with the procedures outlined in the manual. The Contractor shall maintain these certifications and furnish them to the COTR if requested.

E. Facility Staffing Plan, Organizational Chart, Key Personnel

The Contractor shall provide an organizational chart that describes the structure of authority, responsibility, and accountability within the facility. The Contractor shall update this chart as necessary. The Contractor shall make the chart available for review by the CO and COTR upon request.

The Contractor shall provide resumes for key personnel as identified by the COTR (such as: Training Officer, Project Manager and Supervisory Custody Officers). No key personnel shall perform any duties under the contract until the Contracting Officer and the COTR have approved their performance of such duties. The COTR must provide written approval prior to any employee being assigned to perform any duties under this contract. The Contractor shall have key personnel employed and on site before the Contractor can begin contract performance. The following are considered key personnel for the contract:

1. Project Manager. The official holding this position, even in an acting capacity, shall meet ACA requirements. The Project Manager shall hold an accredited bachelor's degree in an appropriate discipline, have at least five years of related administrative experience, and demonstrate administrative ability and leadership. The degree requirement may be satisfied by completion of a career development

Key Personnel

program that includes work-related experience, training, or college credits at a level of achievement equivalent to the bachelor's degree.

2. Supervisory Custody Officers. Supervisors must be trustworthy and must have a minimum of two year of successful experience in field supervision (civilian community law enforcement, commercial or industrial guard service or security service supervisory positions).

In the absence of the Project Manager, a designated person shall be placed in charge. This individual shall perform only job duties of a project manager in providing oversight and direction to contract custody officers and interfacing with INS COTRs and/or designated Service officers and the Contracting Officer on all contract-related matters.

#### F. Employee Standards

All employees shall meet the highest standards of professionalism and personal integrity. Standards of professionalism include competency, training, appearance, and behavior. The Contractor shall perform pre-employment suitability checks for all employees and prospective employees as required in Subsection 2 of this PWS. The Contractor will affect disciplinary or adverse action against employees who disregard those standards.

#### G. Training Program

The Contractor shall establish a training program for all employees, which incorporates the training requirements set forth in ACA Standards and Subsection 5 of this PWS. The training plan shall include proficiency testing, instructor(s) and instructor qualifications, course descriptions, and detailed lesson plans that include subject matter and methods of presentation, course objectives, student evaluation procedures, and the location and duration of training. No less than 30 days after contract award, the Contractor shall submit the training plan to the COTR for review. The Contractor is not to begin training until the COTR has approved the training plan.

#### H. Meetings

The Project Manager shall participate in INS facility meetings as required by the COTR.

### SUBSECTION 2 - PERSONNEL.

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

#### A. Security Requirements

The INS shall have and exercise full and complete control over granting, denying, withholding or terminating employment suitability clearances for employees who for any reason may visit the worksite during the period of the contract and for all employees who have access to the detention facility in performance of the contract work. The INS may as it deems appropriate, authorize and grant temporary access to employees of the Contractor, subcontractor, vendor, and/or volunteer who for any reason may visit the worksite during the period of this contract and for all

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employees who have access to the detention facility in the performance of the contract work. The granting of a favorable entry on duty (EOD) decision to commence work shall not be considered as assurance that a full employment suitability authorization shall follow as a result thereof, and the granting of either a favorable EOD decision or a full employment suitability clearance shall in no way prevent, preclude or bar the withdrawal or termination of any such access by INS, any time during the term of the contract. No employee of the Contractor, subcontractor, vendor or volunteer shall be allowed access to the facility without a favorable EOD decision by the INS Contract Security Office.

All employees (to include subcontractors, temporary, part-time, replacement employees, and any other vendor or volunteers) under the contract shall have a position sensitivity designation analysis performed by INS. If an applicant/employee position requires that he/she shall have direct contact with detainees without an escort, the position sensitivity designation shall be at level 5 Moderate Risk. Positions that have no direct contact with detainees shall be designated at the level 1 Low Risk designation. The results of the position sensitivity designation shall identify the appropriate type of background investigation to be conducted. Level 5 Moderate Risk position designations shall require a Limited Background Investigation (LBI) and Level 1 Low risk shall require a National Agency Check and Inquiries investigation (NACI). All background investigations shall be processed through the INS Contract Security Office. All initial prospective Contractor applicants/employees shall submit the following completed forms to the INS Contract Security Office VIA the COTR no less than 45 days before the facility becomes operational. Any new additional employees; whether a replacement, an addition, a subcontractor employee, vendor or volunteer, must submit the completed forms 45 days prior to entry on duty.

1. Standard Form (SF) 85P, "Questionnaire for Public Trust Positions", (original and one (1) copy).
2. SF 85 P-S, "Supplemental Questionnaire for Selected Positions" (original plus one copy).  
Note: This form is used for custody officers or detention officers only.
3. Form FD-258, "Fingerprint Card" (two copies).
4. Foreign National Relatives or Associates Statement (original and one copy).
5. DOJ-555 "Disclosure and Authorization Pertaining to Consumer Reporting Act".
6. Form G-736 -- "Pre-Employment Suitability Check" (2 years employment verification).

The Contractor (using Form G-736) shall provide documentation that previous employers of all new contract employees have been interviewed to ascertain the following information:

1. Verification of employment history (dates, salary, job titles and duties for the most recent 2 years).
2. Reason for leaving employment.
3. Eligibility for re-hire.
4. Name of person contacted.
5. Name of employee doing the interview on behalf of the Contractor.

The Contractor shall conduct and provide the results of the pre-screening employment activity along with a current credit check.

Necessary forms shall be provided by the government upon completion of successful negotiation at the time of award of the contract. Only complete security packages shall be accepted by INS contract security. Specific instructions on submission of packages shall be provided upon award of the contract.

The Contractor shall appoint a senior official to act as the Security Officer. This individual shall interface with the Contracting Officer through the Contracting Officer's Technical Representative (COTR) on all security matters, to include physical, personnel, and protection of all information and data accessed by the Contractor.

Prior to the granting of a favorable EOD decision, the Contractor must submit the results of a drug screening on the applicant, to the COTR. Drug testing of an applicant will commence within five calendar days of receipt of an applicant's personnel suitability packet by the COTR. The results of an applicant's drug test must be submitted to the COTR 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 INS reserves the right to expand the list above to include additional drug/drug classes). Contractor shall ensure that all federal, state, and local legal procedures are followed whether or not included in these procedures, with regard to the specimen, Contractor must ensure that the confirmations are correct and that an adequate chain of custody procedure exists and is followed.

Drug screening for cause may be required by INS at any time. The Contractor shall have a random drug-screening program, the results of each screening shall be provided to INS immediately.

Drug screening shall be ordered and accomplished at Contractor's expense. INS shall have and exercise full and complete control over granting, denying, suspending, and terminating employment suitability checks for employees and prospective employees. If a report indicating the unsuitability of any employee is received after processing of these forms, or if a prospective employee is found to be unsuitable or unfit for his assigned duties, the COTR shall inform the Contractor that the employee shall not either continue to work, or be assigned to work under the contract.

For those employees cleared through this process while employed by one Contractor, who is subsequently replaced by another Contractor, the new Contractor is not required to submit another set of these forms unless specifically requested to do so by the COTR. The Contractor is required to submit the names and social security numbers of transferring employees to the INS Office of Security to authorize transfer. Be advised updated checks will be required if there is a break in service of more than 30 days.

INS reserves the right and prerogative to require the Contractor to remove any contract employee from the INS contract, terminate the services and restrict access to the facility of any Contractor employees who may be an offender, or whose personal habits, criminal history or inclinations are in conflict with DOJ standards of conduct, 5 CFR 2635 and 5 CFR 3801, or who otherwise may be a security risk. The Contractor shall notify the Contracting Officer of all employee resignations, terminations, or transfers within five days of occurrence.

The Contractor will report any adverse information coming to their attention concerning contract employees under the contract to INS' Security Office. Reports based on rumor or innuendo should not be made. The subsequent termination of employment of an employee does not obviate the requirement to submit this report. The report shall include the employee's name and social security number, along with the adverse information being reported.

The COTR and the security office shall have the right to inspect the procedures, methods, and facilities utilized by the Contractor in complying with the security requirements under this contract. Should the COTR determine that the Contractor is not complying with the security requirements of this contract, the Contractor shall be informed in writing by the Contracting Officer of the proper action to be taken in order to effect compliance with such requirements.

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

In the interest of limiting access to potentially sensitive information and Information Technology (IT) Systems, INS will consider only U.S. Citizens and Legal Permanent Residents (LPR) for employment on this contract. INS will not approve LPRs for employment on this contract in any position requiring the LPR to access or assist in the development, operation, management or maintenance of Department of Justice (DOJ) IT systems, unless a waiver has been granted by the DOJ Chief Information Officer.

Subject to existing laws, regulations and other provisions of this contract, illegal or undocumented aliens shall not be employed by the Contractor, or any subcontractor(s), to work on, under or with this contract. The Contractor shall ensure that this provision is expressly incorporated into any and all subcontracts or subordinate agreements issued in support of this contract.

Be advised that unless an applicant/employee has resided in the U.S. for three of the past five years, the Government may not be able to complete a satisfactory background investigation. In such cases, INS retains the right to deem an applicant/employee as ineligible due to insufficient background information.

#### B. Minimum Standards of Employee Conduct

The Contractor shall develop standards of employee conduct and corresponding disciplinary actions that are consistent with the following standards of conduct. All employees must certify in writing that they have read and understand these rules. A record of this certificate must be provided to the COTR prior to the employee's beginning work under this contract. The Contractor 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 in the performance of duties under this contract.
3. No employee may 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, no employee shall give any gift, favor, or service to detainees, detainee's family, or associates.

4. No employee shall enter into any business relationship with detainees or their families (e.g. - selling, buying or trading personal property).
5. No employee shall 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 Project Manager or INS Supervisor any violation or attempted violation of these standards.
7. The Contractor shall report all violations or attempted violations of the standards of conduct or any criminal activity to the COTR. Violations may result in employee removal from the INS facility. Failure on the part of the Contractor either to report a known violation, or to take appropriate disciplinary action against offending employee or employees shall subject the Contractor to appropriate action including possible termination of the contract for default.
8. The Contractor shall not employ any person who is currently an employee of any federal agency, or whose employment would present an actual or apparent conflict of interest.

C. Minimum Personnel Qualification Standards

The Contractor shall ensure each person, employed by his firm, has a valid Social Security Card issued by the Social Security Administration. He/she shall be a United States Citizen or a lawful permanent resident approved for this contract, and possess a high school diploma, or equivalent (GED). Contract employees shall not have a criminal record.

In addition, each contract employee shall meet the following requirements to the satisfaction of the COTR:

1. All employees shall be a minimum of 21 years of age.
2. Employees shall have at least one year of general experience that demonstrates the following:
  - The ability to greet and deal tactfully with the general public;
  - Capability of understanding and applying written and verbal orders, rules, and regulations. All personnel shall be literate and interpret printed rules and regulations, detailed written orders, training instructions and materials, and must be able to compose reports;
  - Good judgment, courage, alertness, an even temperament, and render satisfactory performance through knowledge of his/her position responsibilities;
  - Ability to maintain poise and self-control during situations that involve mental stress; such as fires, explosions, civil disturbances, and building evacuations.
  - All Contract employees shall have as a minimum one year of experience as a law enforcement officer or military policeman or six months experience as a security

Performance  
to COTR  
STANDARD



officer engaged in functions related to detaining civil or administrative detainees.

D. Health Requirements for All Custody Officers

The Contractor shall assign only employees who are in good health to work under this contract. Employees shall be without physical defects or abnormalities that would interfere with performing duties. All Custody Officers who work under this contract shall pass a medical examination conducted by a licensed physician within 30 days prior to initial assignment.

A Report of Medical Examination, (Standard Form-88) shall evidence the physical fitness of each Custody Officer. If requested by the COTR, the Contractor shall make medical records of contract employees available for review. The Contractor will keep one duplicate copy of each SF-88. Prior to the officer's initial assignment or reassignment to the INS site, the Contractor shall certify in writing to the COTR that each Custody Officer is in full compliance with the following:

1. Custody Officers must be free from any serious physical illnesses, ailments, or maladies, including epilepsy. This also includes other diseases that may be transmitted to and result in the disablement of other persons.
2. Custody Officers are required to have the following: (a) uncorrected distant vision must be equal to or better than 20/200 in each eye; (b) binocular distant vision must be correctable to 20/20; (c) monocular vision is generally disqualifying; depth perception must be equal to or better than 70 seconds of arc; (d) peripheral vision must be normal; (e) color vision must be normal. Acceptable measure of color discrimination are the Ishihara color (14 plates). X-chrome lenses are not acceptable to the INS as a means of correcting color deficiencies. Any disease or condition, which interferes with a person's vision, may be considered disqualifying. Cases will be reviewed on a case-by-case basis by COTR.
3. Custody Officers are required to be able to hear in the frequency range from 500-2000 hertz (Hz), the deficit should not exceed 30 decibels in either ear. At 3000 Hz, the deficit should not exceed 40 decibels in either ear. The use of any hearing aid to comply with the medical standards is unacceptable. Any disease or condition, which interferes with the ability to hear, may be considered disqualifying. Cases will be reviewed on a case-by-case basis by the COTR.
4. Custody Officers shall not have heart, lung, skeletal, or other physical defects that would impair his/her ability to perform effectively in either normal or emergency situations.
5. All Custody Officers shall possess unimpaired use of hands, arms, legs, and feet. Custody Officers shall be able to run when necessary, be capable of handling portable fire extinguishers, building fire hoses, and related equipment.
6. Custody Officers shall be able to wear all necessary equipment, or other protective items.
7. Custody Officers shall be mentally alert and emotionally stable with an absence of detectable neurotic or psychoneurotic conditions that would affect their ability to act during a stressful situation involving mental stress.
8. As required by the Occupational Safety and Health Administration; 29 CFR, Part 1910.1035 (Occupational Exposure to Tuberculosis), all employees in occupations with

high-risk exposure are required to have a TB Skin Test completed annually. The Contractor shall accomplish a baseline test on all newly hired employees. Each employee must have a TB Skin Test Certificate prior to entering on his/her first day of duty. The Contractor shall be responsible for re-testing of employees annually.

9. The Contractor shall report immediately any changes to (1) through (8) above, in a Custody Officer's health status to the COTR. If the COTR determines that Contract employees do not meet minimum health standards, the Contractor's employee must undergo a "Fitness for Duty" examination at no cost to the Government.

E. Removal From Duty

1. If the COTR or the Contractor receives and confirms disqualifying information concerning a Contract employee, the Contractor shall, upon notification by the COTR, immediately remove the employee from performing duties under this contract. The Contractor shall revoke the employee's identification credentials and complete any required dispositions. The Contractor shall immediately notify the COTR when the employee is removed from duty. Disqualifying information includes but is not limited to the following:
  - a. Conviction of a felony, a crime of violence, or a serious misdemeanor.
  - b. Possessing a record of arrests for continuing offenses.
  - c. Falsification of information entered on suitability forms.
2. The INS may direct the Contractor to remove any employee who has been disqualified either for security reasons or for being unfit to perform their duties as determined by the COTR or the Contracting Officer. The Contractor shall take action immediately and notify the COTR 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:
  - a. Violation of the Rules and Regulations Governing Detention facilities set forth in INS Publications entitled "Detention Officer Handbook";
  - b. Violation of the Rules and Regulations Governing Public Buildings and Grounds, 41 CFR 101-20.3;
  - c. Neglect of duty, including sleeping while on duty, loafing, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during official time, and refusing to render assistance or cooperate in upholding the integrity of the security program at the work sites;
  - d. 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;
  - e. Theft, vandalism, immoral conduct, or any other criminal actions;
  - f. Selling, consuming, or being under the influence of intoxicants, drugs, or substances which produce similar effects;

- g. Unethical or improper use of official authority or credentials;
  - h. Unauthorized use of communication equipment or government property;
  - i. Misuse of equipment;
  - j. Violations of security procedures or regulations;
  - k. Recurring tardiness;
  - l. Possession of alcohol or illegal substances while on duty;
  - m. Undue fraternization with detainees as determined by the COTR;
  - n. Failure to comply with visitor procedures as determined by the COTR;
  - o. Performance, as determined by investigation by the Contracting Officer involving acquiescence, negligence, misconduct, lack of diligence, good judgement, and/or good common sense resulting in, or contributing to, a detainee escape; and,
  - p. Failure to maintain acceptable levels of proficiency or to fulfill training requirements.
  - q. Changes in an employee's ability to meet the physical and/or mental health requirements of this contract.
3. At the direction of the COTR, the Contractor 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. If such reassignments are not available, the Contractor shall remove the employee from work under this contract.
  4. Employees removed under this contract cannot be employed on any other INS contract.
  5. The Contractor shall immediately notify the COTR of any employee(s) terminations, suspensions, resignations, or any other adverse personnel actions taken for any reason.

F. Tour of Duty Restrictions

The Contractor shall not utilize any uniformed contract employee to perform duties under this contract for more than 12 hours in any 24-hour period, and shall ensure that such employees have a minimum of eight (8) hours off between shifts. Authorization is required from the COTR prior to an employee performing services that exceed 12 hours. Further, if an employee is performing other duties for either the Contractor or another employer, those hours shall count against the 12-hour limitation.

G. Dual Positions

No contract employee can hold the position of a Custody Officer and that of a Supervisory Custody Officer simultaneously. The COTR will document and refer to the Contracting Officer the failure of the Contractor to provide necessary personnel to cover positions.

## H. Post Relief

As indicated in the post orders, no Custody Officer shall leave his post until relieved by another Custody Officer. When the Contractor or Contractor Supervisors authorize rest or relief periods, the Contractor shall assign undesignated officers to perform the duties of the Custody Officers on break.

## I. Personnel Files

The Contractor shall maintain a system of personnel files, and keep all personnel files on site and available to the CO and the COTR upon request. These files shall be maintained and current for the duration of the employee's tenure under the contract. The files shall contain verification of training and experience and credentials for all the staff.

## J. Uniform Requirements

These requirements apply to Supervisory Custody Officers and Custody Officers who perform work under the contract.

### 1. Uniforms:

The design and color of the Contractor's uniforms shall not be similar to those worn by INS officers. All officers performing under this contract shall wear uniforms of the same style and color while on duty. Lettered breast badges and cap insignia (if cap is part of uniform) must indicate the rank of authority and be prominently displayed as part of each uniform. A shoulder patch on the left shoulder should identify the Contractor. The officer shall not wear any other identification of the Contractor on the uniform. 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, cap (optional), jacket, shoes or boots, duty belt, mini-mag flashlight and holder, handheld radio (INS provided) and handcuff holder. The Contractor shall ensure that each officer has a complete uniform while performing assignments under this contract.

Prior to the contract performance date, the Contractor shall document to the COTR the uniform and equipment items that have been issued to each employee. The COTR shall have the right to approve or disapprove any uniform apparel.

### 2. Identification Credentials:

The Contractor shall ensure that all employees both uniformed and nonuniformed (clerical employees, if applicable) have the required identification credentials in their possession while on the premises. The Contractor 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 Contractor 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 or designated Contractor personnel.

K. Permits and Licenses

1. Business Permits and Licenses

The Contractor must obtain all required permits and licenses by the date of contract award. The Contractor 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 the INS work site(s) is/are located. Throughout the term of this contract, the Contractor shall maintain current permits/business licenses and make copies available for Government inspection. The Contractor 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 Contractor shall ensure each employee has registration, commissions, permits and licenses as required by the District, Municipality, County, and State in which the INS work site is located. The Contractor shall verify all licenses and certifications. If applicable, all Contractor staff shall possess a current license/registration, in the state in which they are practicing.

3. Jurisdiction

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

L. Encroachment

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

M. Work Requirements

The criteria for the Contractor to follow in establishing work schedules, and contact reliefs, rest periods, and for starting and stopping work are as described below:

1. Post Work Schedules

The Contractor shall prepare work schedules one week in advance for two week periods for supervisors and custody officers, and shall post those schedules in work areas or locker rooms. Schedules shall be prepared on GSA Form 1874, or other forms designated by INS. 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 Contractor shall provide to INS the duty roster showing all assignments for the following day. The Contractor shall also provide to the COTR at the end of each day, an employment report listing each employee who actually worked, work classification, post assignments and hours worked, as well as total hours worked by supervisory and non-supervisory employees. When a contract employee is not being utilized in a given post, he/she may be placed in another post as determined by the COTR or INS Supervisor on Duty.

2. Starting and Stopping Work

The Contractor is responsible for all employees being in full uniform and ready to begin work promptly at the start of their shifts, and for assuring that they remain at their duty locations in full uniform until the end of their complete period of assignment. Contractor will provide to INS documentation certifying that each contract employee has been issued approved uniforms and equipment prior to the contract performance date.

3. Recording Presence

The Contractor shall direct his/her employees to sign in when reporting for work, and to sign out when leaving at the end of their period of duty. GSA Form 139, or other forms designated by INS, shall be used by the Contractor's supervisory and regular personnel to register their presence at the applicable work site(s). The registration points, which will be at the protected premises, shall be specified by the Government and the Contractor must utilize those points for this purpose. Officers working as supervisors will make the designation "Supervisor" in the rank column on GSA Form 139 or other forms designated by INS; all others will enter "On Duty." The applicable post or position numbers may be entered in the "relief" column after mutual concurrence between INS and the Contractor.

Each successively lower line on GSA Form 139, or other forms designated by INS must be completed in chronological order, without exceptions. Lines may not be left blank among signatures in any daily period. Should an entire line be used to enter a calendar date for separating individual workdays, a one-line limit for each such date entry will be followed. Erasures, obliterations, superimposed or double entries of any type on any one line are unacceptable and will not be processed for payment. If errors in signatures, times, post numbers or duty status are made on this form, the next line immediately below or following on a subsequent sheet after the line containing such errors, will be used to record all information for every column in the correct manner. A single line will be drawn through the entire line on which such mistakes appear. The Contractor must attach a detailed memorandum of explanation to each form containing erroneous entries for the purpose of describing the reasons behind those mistakes. Payment of invoices will be made based on verification of hours from the accompanying GSA Form 139.

4. Rest Periods

When rest or relief periods are authorized by the Contractor or his/her supervisors, the Contractor will assign substitute officers to backfill for employees who leave duty locations for rest breaks. The number of hours shown in Section B, Supplies or Services and Prices/Costs, do not include time for rest or relief periods, and no increase in hours is authorized for this purpose.

5. Contact Relief

Where it is required by work assignments that Contract employees not leave their places of duty until a contact relief is made, this condition must be explicitly stated on GSA Form 2580, or other forms designated by INS, and the Contractor will enforce the procedure without exceptions.

6. Hospitalization of Detainees (on-call post)

Upon order of the COTR or designated INS officer, or in an emergency, the Contractor shall take custody of and safeguard detainee(s) at a hospital or clinic when the detainee(s) are undergoing medical examination. If the detainee is admitted to the hospital, he/she will remain in the custody of a contract employee of the same gender as the detainee. The contract employee will remain until relieved by another contract employee. Twenty-four hour custody shall be maintained, with constant visual observation when practicable. There shall be no telephone usage by detainees unless prior COTR approval for telephone usage is received by the Contractor. There shall be no fraternization of contract employees with clinic/hospital staff or with casual visitors to the clinic/hospital. Detainee visitation at the hospital is not permitted. To prevent any situation which could result in a breach of security, requests for visitation while the detainee is in detention, including hospital detention, shall be pre-approved by the COTR(s) prior to allowing access to the detainee. The Contractor is obligated to relay messages as requested by the detainee to the INS.

### SUBSECTION 3 - TRAINING

Employees shall not perform duties under this contract until they have successfully completed all initial training and the Contractor certifies such in writing to the COTR.

A. General Training Requirements

All employees must have the training described in the ACA Standards and in this Subsection. **Any remuneration (pay) due Contract employees in accordance with Department of Labor regulations for any training time is the responsibility of the Contractor.** The Contractor shall provide the required refresher courses or have an institution acceptable to the COTR provide the training. Failure of any employee to complete training successfully is sufficient reason to disqualify him or her from duty. INS will local refresher training on detention standards.

All new Custody Officers will receive 54 hours of basic training prior to entering on duty and 40 hours of on-the-job training, the latter training to be received by custody officers within 60 days after entering on duty. The Contractor's Training Officer will be responsible for administering an on-the-job training program for new employees. The Custody Officers must be accompanied by a senior Custody Officer at all times during this latter 40-hour period. The Contractor's Training Officer shall send a copy of the documentation to the COTR upon successful completion of the employee's on-the-job training.

In addition, after completion of the first 94 hours of training, the Contractor has 60 days to complete an additional 40 hours of training. During the remainder of the first year on duty, the officer will have an additional 40 hours of training for a total of 174 hours within the first year of employment. Forty (40) hours of refresher training is required each year thereafter. The training program must directly relate to the employee's assigned position and afford application of necessary job skills.

1. Basic Training Subjects

Employees must complete the following list of basic training subjects. The course title is followed by the minimum hours of training for that subject.

a.	In-service Orientation/Social Diversity	2 HRS
b.	Counseling Techniques/Suicide Prevention	2 HRS
c.	Conduct/Duties/Ethics	2 HRS
d.	Bomb Defense & Threats	1 HR
e.	Telephone Communications/Radio Procedures	1 HR
f.	Fire and other Emergency Procedures	2 HRS
g.	Treatment of Aliens	2 HRS
h.	Supervision of Detainees	2 HRS
i.	INS Use of Force Policy	2 HRS
j.	Security Methods/Key Control/Count Procedures/Observational Techniques	4 HRS
k.	EEO/Sexual Harassment	2 HRS
l.	Detainee Escort Techniques	1 HR
m.	INS Paperwork/Report Writing	2 HRS
n.	Detainee Searches/Detainee Personal Property/Contraband	2 HRS
o.	Detainee Rules and Regulations	2 HRS
p.	Courtroom Demeanor	1 HR
q.	First Aid**	4 HRS
r.	CPR**	4 HRS
s.	Blood-borne Pathogens**	2 HRS
t.	Self Defense	8 HRS
u.	Use of Restraints	6 HRS

\*\* Critical Training Subjects

Every year the Contractor shall conduct 40 hours of Refresher training for all Custody Officers including Supervisory Custody Officers. Refresher training shall consist of these critical subjects listed above and a review of basic training subjects and others as approved by the INS.

The Contractor shall coordinate recertification in CPR and First Aid with the INS training staff. Annually, upon completion, the Contractor shall provide documentation of refresher training to the COTR.

2. On the Job Training.

After completion of the minimum of 54 hour basic training all Custody Officers will receive an additional 40 hours of on the job training at specific post positions. This training includes:

- a. Authority of supervisors and organizational code of conduct.
- b. General information and special orders.
- c. Security systems operational procedures.
- d. Facility self-protection plan or emergency operational procedures.



3. Training during 60 Day Period

The Contractor shall provide an additional 40 hours of training for Custody Officers within 60 days after completion of first 94 hours of training. The Contractor shall provide the training format and subjects, for approval by the COTR and CO, prior to the commencement of training.

B. Supervisory Training

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

1.	Techniques for issuing written and verbal orders	2 HRS
2.	Uniform clothing and grooming standards	1 HR
3.	Security Post inspection procedures	2 HRS
4.	Employee motivation	1 HR
5.	Scheduling and overtime controls	2 HRS
6.	Managerial public relations	4 HRS
7.	Supervision of detainees	4 HRS
8.	Other company policies	4 HRS

Additional classes are at the discretion of the Contractor with the approval of the COTR.

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

In addition to the refresher training requirements for all Custody Officers, supervisors must receive refresher training relating to supervisory duties.

C. Clerical Support Employees Training

If the Contractor hires Clerical Support Employees as part of this contract, these employees shall have 16 hours of training by the Contractor within 30 days prior to being assigned to the site.

Training subjects include the following:

1. In-Service Orientation/Social diversity
2. Fire and other Emergencies
3. First Aid
4. CPR
5. Bloodborne Pathogens
6. EEO/Sexual Harassment

All Clerical Support Employees shall be given 16 hours annual refresher training by the Contractor. The Contractor shall submit the content and format of the courses to the COTR for approval.

D. Proficiency Testing

As appropriate, the Contractor shall give each Custody Officer a written examination consisting of at least 25 questions when each classroom training course is completed. The Contractor may give practical exercises when appropriate. The COTR must approve the questions before the Contractor can administer the examination. To pass any examination, each officer must achieve a score of 80% or better. The Contractor must provide the COTR the eligible Custody Officer's completed exam before the Custody Officer may be assigned to duties under the contract. Should an employee fail the written test on the initial attempt, he or she shall be given additional training by the Contractor and given one additional opportunity to retake the test. If the employee fails to complete and pass the test the second time, the Contractor shall remove the employee from duties on this contract.

E. Certified Instructors

Certified instructors shall conduct all instruction and testing. A state or nationally recognized institution shall certify instructors unless otherwise approved in writing by the COTR. Certifications of instructors may be established by documentation of past experience in teaching positions or by successful completion of a course of training for qualifying personnel as instructors. The COTR must approve the instructor prior to the training course.

F. Training Documentation

The Contractor shall submit the training hours, type of training, date and location of training, and name of the instructor monthly for each employee to the COTR.

#### SUBSECTION 4 – FACILITY SECURITY AND CONTROL

A. Security and Control (General)

The Contractor shall maintain a copy of the INS post orders for employee review within the areas of assignment, and shall initiate responses to any incidents as outlined in the post orders. Contract employees shall write reports of incidents as outlined in the post orders.

The Contractor shall operate and control all designated points of access and egress on the site such as detainee housing units, pods, barracks, courtrooms, medical facilities, and hold rooms. The Contractor shall inspect all packages carried in or out of site in accordance with INS procedures. The Contractor shall comply with INS security plans.

B. Unauthorized Access

The Contractor shall detect and detain persons attempting to gain unauthorized access to INS site.

C. Direct Supervision of Detainees

The Contractor shall provide supervision of all detainees in all areas including supervision in detainee housing and activity areas to permit Custody Officers to hear and respond promptly to emergencies. The Contractor shall assign a minimum of one officer to monitor each housing unit. This position is separate and apart from the control center post.

D. Log Books and Records and Reports

The Contractor shall be responsible to complete and document in writing, for each shift, the following information within the INS housing unit logbooks:

1. Activity that impacts on the detainee population (e.g. detainee counts, shakedowns, detainee movement in and out of the site, 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, INS staff, or Contractor Staff (e.g. attorneys and other visitors).
4. Fire drills and unusual occurrences.

The Contractor shall prepare required orders and instructions; reports of accidents, security violations, fires, and bomb threats; and maintain reports on file concerning all activities in connection with duties and responsibilities for the services performed under this contract. All such records must be kept by methods and in a system with a written policy which allow for them to be made available to the Government for inspections upon demand. The Contractor shall, at the request of INS, 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 contract. Distribution, format, and time elements for these reports shall be as directed by the Government at the times of requests. All records and logs required for operation and performance of work under this contract shall be made available to INS at contract completion. Contractor shall provide a detailed and comprehensive inventory of records to be turned over to the Contracting Officer at contract completion of contract termination. The written inventory shall be recorded on Standard Form (SF) 135, Records Transmittal and Receipt, and shall be consistent with National Archives and Records Administration guidelines for inventoried records (see: <http://www.nara.gov/records/index.html>). Inventory shall describe the contents of a particular box of records and will include record type, date of records and shall be consistent with NARA inventory requirements. The SF-135 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 (continuation form) and Contractor shall inventory the records to that level of detail.

#### E. Detainee Counts

The Contractor shall monitor detainee movement and physically count detainees as directed in the INS Operations Manual and post orders. The Contractor shall be responsible for documenting these counts in the logbook. The Contractor shall ensure INS procedures are followed when the count does not clear. At a minimum, detainee counts shall take place twice a day as directed by the COTR.

#### F. Daily Inspections

Custody Officers shall conduct daily inspections of all security aspects of the INS 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. Custody Officers shall also report slippery floor surfaces. This documentation shall be made daily in the INS logbooks and on "Work Request Forms" provided by INS. Problems discovered during these inspections shall be clearly identified in the documentation. The Custody Officer shall also notify the COTR of any abnormalities or problems. The Contractor shall immediately

notify an INS Supervisor of any physical facility damage. Written documentation of these inspections shall be submitted by the end of the shift.

#### G. Control of Contraband

The Contractor shall conduct searches for contraband in conjunction with INS personnel at least twice a month in all areas to which detainees have access. Searches shall be unannounced and irregularly timed. During the searches, detainee possessions shall be disturbed as little as possible. Contraband items shall be immediately confiscated and turned over to an INS Supervisor. Custody Officers shall document records of searches in the INS logbooks and forward a report to the COTR within 24 hours of discovery.

#### H. Keys and Access Control Devices

The Contractor shall enforce INS key and access control device policies. The Contractor is responsible for all devices issued to them for INS buildings, gates, and locks. The Contractor shall sign and acknowledge receipt of these devices. The Contractor shall follow INS procedures that include but are not limited to the following:

- Security Keys and access control devices shall not be removed from the site.
- Notify the INS first line supervisor immediately if a key or locking mechanism is compromised or lost.
- Emergency keys shall be available in the main control center.

The Contractor 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 INS. The Contractor may accept registered mail and parcels after approval from INS.

#### I. Control of Chemicals

The Contractor shall adhere to ACA and OSHA established procedures, applicable laws and regulations governing the storage and inventory of all flammable, toxic and caustic materials.

#### J. Post Orders

The INS shall provide post orders, policies and procedures and instructions necessary for proper performance at each duty location. The Contractor shall acknowledge the post orders policies and procedures and instructions and implement them immediately. Each post will have a separate post order. The Contractor is responsible for compliance with all such orders. The Contractor is not responsible for compliance with post orders from other Government agencies at the INS work site.

The Contractor shall make post orders available to all contract employees. Each Custody Officer shall certify in writing that he or she understands and agrees to comply with all post orders prior to being initially assigned to that post. The Contractor shall retain Custody Officer certifications and make them available to the COTR upon request.

#### K. Deviation from Prescribed Schedule Assignments

The Contractor is authorized to deviate from the scheduled assignment when unusual conditions or circumstances so demand, and if prior approval is received from the COTR. All deviations shall be

recorded in the daily logbook. When the COTR is not available the Contractor shall notify a INS Supervisor on duty not later than the next business day after the anticipated deviation from the schedule.

#### L. Use of Force Policy

The INS restricts the use of physical force by Custody Officers to instances of justifiable self-protection, protection of others, 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. In no case shall physical force be used as punishment or discipline.
2. The Contractor shall adhere to INS's Policy Statement on the use of non-deadly force.
3. The responsible Custody Officer(s) shall immediately report all instances of use of physical force to the COTR or INS Supervisor on duty. Prior to leaving his/her shift, the Officer(s) shall immediately prepare a written report and submit it to the Supervisory Custody Officer. The Project Manager shall review, approve, and provide the report to the COTR within 24 hours of the incident.
4. The physical force report shall include:
  - An accounting of the events leading to the use of force.
  - A precise description of the incident to include date, time, place, type of force necessary, and reasons for employing force.
  - A description of the person (Custody Officers or detainees) who suffered what injuries, if any, and the treatment given.
  - A list of all participants and witnesses to incident.

#### M. Use of Restraints Policy

The Contractor shall comply with INS written policy and procedures governing the use of restraint equipment. Restraints shall never be applied as punishment or 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 COTR, the Custody 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. The INS prohibits the Contractor from using all other restraint devices.

#### N. Intelligence Information

The Contractor shall notify an INS Supervisor or COTR immediately on issues which could impact the safety, security, and the orderly operation of the facility.

#### O. Lost and Found

The Contractor shall turn over all lost and found articles to the COTR or INS Supervisor.

P. Escapes

The Contractor shall take all appropriate measures to prevent escapes. The Contractor shall notify the INS Supervisor on duty or COTR immediately if an escape or an attempted escape has occurred. The Contractor shall provide the COTR a written report prior to the end of the shift. The Contractor shall be held to the following standards concerning escapes:

1. The Contractor assumes absolute liability for the escape of any detainee in his/her control.
2. The Contractor 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 COTR, be reviewed at least annually and updated as necessary.
3. Escapes shall be grounds for removal from duty of the employee(s) responsible if the employee(s) was/were determined to be at fault by the Contractor or the contracting officer.
4. Corrective actions to prevent future escapes or attempted escapes shall be taken immediately and verbally communicated to the COTR for approval. A written report of the remedial action shall be due to the COTR within 24 hours of an escape or attempted escape.
5. The Contractor shall be assessed a flat fee of one-thousand five-hundred dollars (\$1,500.00) per escapee for each escape which occurs while detainees are in the custody of the Contractor.
6. INS may make deductions due to nonperformance under the Inspection of Services clause of the contract.

SUBSECTION 5- DETAINEE RIGHTS, RULES, DISCIPLINE AND PRIVILEGES

The Contractor shall supervise, observe and protect detainees from personal abuse, discrimination, corporal punishment, personal injury, property damage, and harassment. Contract personnel shall adhere to INS policies, procedures and detention standards.

The Contractor shall supply sufficient Custody Officers to monitor and control detainee work details assigned by the COTR. Unless approved by the COTR, these work details must be within the security perimeter. Detainee work details consist of cleaning, and other duties as assigned by the COTR. The number of work details shall be based on the number of Custody Officers available. It will be the sole responsibility of INS 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.

SUBSECTION 6 – HEALTH, SAFETY AND EMERGENCY STANDARDS

A. Disturbances and Safety

The Contractor shall comply with INS written plans, policies, and procedures that specify actions to be followed in emergencies. The Contractor shall ensure that INS emergency plans and procedures are accessible at all posts. The Contractor shall divert its Custody Officers from their normal duties to control emergencies. Emergency situations include the following: detainee disturbances, taking of hostages, evacuation of the site including the medical unit, fires, and acts of nature.

The Contractor 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. The Contractor shall document disturbances and provide a report to the COTR.

#### B. Evacuation Plan

The Contractor shall comply with a written INS evacuation and alternate staging plan for use in the event of a fire or major emergency.

#### C. Injury, Illness, and Reports

The Contractor shall immediately assist employees, detainees, or others on the premises in need of immediate help or who are injured or ill. If appropriate, Contract employees shall provide first aid.

The Contractor shall immediately tell the COTR or the INS Supervisor on duty 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 Custody Officer shall notify the medical provider as well as the COTR or INS Supervisor on duty.

The Contractor shall submit a follow-up written report to the COTR within 24 hours of the occurrence. The Contractor shall cooperate with the INS in review of serious incidents. A serious incident means any incident resulting in injury to a detainee, Contractor staff, INS staff, or property damage.

#### D. Protection of Employees

The Contractor shall comply with the INS comprehensive plan and procedures to safeguard employees against exposure of blood borne pathogens. The INS plan is based upon OSHA standards.

#### E. Medical Requests

The Contractor shall adhere to INS policies and procedures regarding detainee medical requests. If detainee requires immediate medical attention, the Custody Officer shall immediately notify his Supervisor via radio or telephone, who will notify the medical provider as well as the COTR or INS Supervisor on duty.

#### F. Emergency Medical Evacuation

The Contractor shall comply with INS written policies and procedures for emergency medical evacuation of detainee(s) from within the facility.

#### G. Detainee Death or Injury

The Contractor shall comply with facility INS Operations Manual in the event of a detainee injury or death. In the event of such an occurrence, the Contractor shall immediately notify an INS Supervisor or COTR.

#### H. Sanitation and Hygienic Living Conditions

The Contractor 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 Contractor shall comply with all applicable INS, 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 INS policy, the most stringent requirement shall apply.

### SUBSECTION 7- FACILITY, EQUIPMENT, AND SUPPLIES

#### A. Property Accountability

Contractor personnel shall not permit anyone to remove Government property from the premises unless the property is accompanied by appropriate INS disposition forms.

The Contractor 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.

All Government property furnished under this contract shall remain the property of the Government throughout the contract term. INS shall maintain a written inventory of all Government property issued to the Contractor for performance hereunder. Upon expiration of this contract, the Contractor shall render a written accounting to the COTR of all such property. The Contractor shall assume all risk, and shall be responsible for any damage to or loss of Government furnished property used by Contract employees. Normal wear and tear will be allowed.

Except as otherwise provided for in this contract, the Contractor, upon expiration of services, shall immediately transfer to the COTR, any and all Government property in his possession or in the possession of any individuals or organizations under his control. The Contractor shall cooperate fully in transferring property to the successor Contractor. The Government shall withhold final payment until adjustments are made for any lost property.

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

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

1. An unfurnished office for use by contractor's supervisor and for storage of contractor's equipment. This space is only to be used for duty related to this contract.
2. 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 Contractor shall be responsible to duplicate these standards for Contract employees.



3. Post orders at each duty post location and instructions for emergency procedures. Instructions shall not be removed from the designated post or from the Government site, nor shall they be reproduced or copied in any manner unless the COTR authorizes it in writing.
  4. Administrative forms and logbooks, Equal Employment Opportunity, Occupational Safety and Health Administration, Service Contract Act and Drug Free Posters as required in this contract.
  5. Sufficient number of portable two-way radio units shall be provided to equip each POST. All radio equipment shall be kept on hand at the facility center in order to ensure that continuous radio communication capability is achieved.
- C. Equipment and Supplies Furnished by the Contractor

In addition to other items listed in the PWS, the Contractor shall furnish, install, operate, and maintain in acceptable condition all equipment and supplies necessary for performance under this contract including, but not limited to, the following:

1. Office telephones and services, copying machines, fax machines, computer equipment, and typewriters that are necessary for performing the contract. Contractor is responsible for installation of conduit and data lines, if necessary.
2. One mini-mag, or comparable size operational flashlight with batteries and one belt holder for each officer.
3. Inclement weather apparel appropriate to local conditions.
4. Fully operational personnel protection equipment that meets universal protection requirements to include but not limited to gloves, face masks, ear and eye protection.
5. Metal handcuffs, equal to or better than basic Smith & Wesson, and a leather handcuff carrying case, for each officer.

END OF SECTION C

SECTION E  
INSPECTION AND ACCEPTANCE

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

- (a) *Definition:* "Services", as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
  - (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
  - (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
  - (d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
  - (e) If any of the services do not conform 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 re-performance, 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.
- (End of Clause)

E.2 Inspection by the Government

The Government has the right to inspect the posts manned by the Contractor's personnel. The COTR will note deficiencies and refer them to the Contractor for corrective action. After taking corrective action, the Contractor shall inform the COTR in writing.

The Government shall have the right to inspect all services and work that is performed by the Contractor. The Government has the right to review, collect, or seizure documents, materials, logs, books, reports, and equipment. The Government has the right to test equipment and tools used by

the Contractor, or its employees. The Government shall not unduly disrupt or delay Contractor work when inspecting.

### E.3 Methodology Used To Monitor The Contractor's Performance

**100 Percent Inspection:** This is the most appropriate method for tasks with stringent performance requirements, e.g., where safety or health is a concern. With this method, performance is inspected and evaluated at each occurrence.

**Random Sampling:** This is the most appropriate method for frequently recurring tasks. With random sampling, services are sampled sporadically to determine if the level of performance is acceptable.

**Periodic Inspection:** This method sometimes called "planned sampling", is appropriate to evaluate tasks only at a set time such as the first day of every month.

**Customer Complaint:** This method is for evaluating highly visible service. There is no recurring plan to sample. The end user, rather than the COTR, selects the sample.

### E.4 Customer Complaint Form

The COTR will use the Customer Complaint form to investigate and substantiate each event in accordance with the specifications of the contract.

The COTR will forward copies of all completed Customer Complaint forms to the Project Manager within the next workday. The Project Manager will acknowledge receipt of the form in writing. If the Project Manager does not agree with the evaluation or corrective action is required, then the Project Manager will respond in writing to the COTR within in three working days.

### E.5 Analysis Results

The tasks to be evaluated are found in the Performance Requirements Summary (PRS), Section J – Attachment 3, and include the surveillance methods and value of each service required by the PWS.

The CO will review each Quality Assurance performance reporting form prepared by the COTR. The CO may discuss every unsatisfactory score with the Contractor to assure the Contractor corrects either through re-performance or by reforming the method of performance the Contractor will use in the next performance period.

END OF SECTION E

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/far](http://www.arnet.gov/far).

(End of Clause)

52.242-15 Stop-Work Order (AUG 1989)

F.2 Period of Performance

The period of performance for the base year shall commence upon the start date specified in the Notice to Proceed and continues for a period of 12 months.

F.3 Post-Award Conference

Prior to beginning the work, the Contractor shall meet on-site with the COTR and other appropriate representatives of the INS to review the performance requirements and:

- the mission of INS
- the post positions
- the operational forms
- security control and alarm systems as well as the fire alarm systems
- emergency procedures
- the INS notification process

F.4 Notice to the Government of Delays

If the Contractor has difficulty or anticipates difficulty meeting performance requirements, the Contractor shall immediately notify the Contracting Officer and the COTR, in writing. The Contractor shall give pertinent details. This data is information only. Government receipt of this information shall not be construed as Government waiver of any delivery schedule, rights, or remedies provided by law or under this contract.

F.5 Deliverables of Written Documentation

CLIN	DESCRIPTION	SECTION-C SUBSECTION	DELIVERY/DAYS AFTER AWARD	NO. OF COPIES
A001	Registrations, commissions, permits, or licenses for each uniformed employee	Subsection 2 Section K	Prior to Entry On Duty (EOD)	1
A002	Quality Control Plan	Subsection 1 Section A	As changes occur	1
A003	Documents and certifications of each employee's compliance with terms and conditions of employment.	Subsection 2	Prior to EOD	1

A004	Notification of change in employee's health status	Subsection 2 Section D-9	Immediately	1
A005	Custody Officer Assignment Roster	Subsection 2 Section M	Daily	1
A006	Report of employees actually on duty with post assignments.	Subsection 4 Section J	Daily, upon completion of third shift	1
A007	Copy of Standards of conduct and corresponding disciplinary actions	Subsection 2 Section B	EOD	1
A008	Report of employee(s) in violation or attempt to violate standards of conduct	Subsection 2 Section B	Immediately	1
A009	Copy of each employee's certification of reading standards of conduct.	Subsection 1 Section C	Prior to EOD	1
A010	Employee termination, transfer, suspension, personnel action relating to disqualifying information or incidents of delinquency.	Subsection 2 Section E	Immediately	1
A011	Written report for escapes	Subsection 4 Section P	Prior to end of shift	1
A012	Written policy & procedures for reporting security, safety, health, welfare or including injury incidents	Subsection 6 Section C	Within 24 hours of occurrence	1
A013	Physical force incident Report	Subsection 4 Section L	prior to end of shift	1
A014	Report of any investigation on contract employee.	Subsection 2 Section A	Immediately	1
A015	Certification that each contract employee has been issued approved uniforms and equipment.	Subsection 2 Section J	Prior to EOD	1

#### F.6 Monetary Adjustments for Inadequate Performance

Contractor's failure to adequately perform the monthly service shall constitute a contractual deficiency and may result in a monetary deduction. Monetary deductions are in accordance with the Performance Requirements Summary. The Government will notify the Contractor in writing before the Government adjusts the Contractor's monthly invoice. The Government will identify the nature, place, and time when the deficiency was discovered. The Contractor shall not construe reduction in payment as waiver of the Contractor's obligations for future performance. Deduction will be made for each post or employee, as appropriate, that is found to be deficient. More than one deduction will not be made for the same incident.

#### F.7 Report Cards on Contractor Performance

Contractor performance information is relevant for award of future Government contracts. Performance information includes such things as a Contractor's ability to conform to contract

requirements and specifications, adherence to contract schedules, commitment to customer satisfaction.

For active contracts valued in excess of \$100 Thousand, Federal agencies are required to evaluate Contractor performance (issue report cards). The Government completes and forwards report cards to the Contractor for review within 30 calendar days after the end of the contract year. The Contractor has 30 days to make comments, rebut the statements, or add information that will be made part of the official record. Report cards will be available to contracting personnel of other Federal agencies to make responsibility determinations on future contract actions.

END OF SECTION F

SECTION G  
CONTRACT ADMINISTRATION DATA

G.1 Contract Administration

- A. After award, the contract will be administered by the Administrative Contracting Officer.
- B. Successful Contractor shall, after receipt of contract, direct all questions concerning the contract to:

Administrative Contracting Officer  
Immigration & Naturalization Service  
Administrative Center Burlington  
Contracting & Procurement Branch  
70 Kimball Avenue  
South Burlington, VT 05403-6813

G.2 Contracting Officer's Technical Representative (COTR)

- A. The Contracting Officer's Technical Representatives (COTRs) below are designated to coordinate the technical aspects of this contract and inspect items/services furnished hereunder; however, they shall not be authorized to change any terms and conditions of the resultant contract, including price.
- B. The COTR is authorized to certify (but not to reject or deny) invoices for payment in accordance with paragraph G.3. The authority to reject or deny performance and associated invoice payment is expressly reserved for the Contracting Officer.

JAR 2852.201-70 Contracting Officer's Technical Representative (COTR) (JAN 1985)

- (a)     TO BE NAMED AFTER AWARD     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 contractors' 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.

(End of Clause)

G.3 Submission of Vouchers or Invoices for Payment of Costs

The Immigration and Naturalization Service will pay for services rendered under this contract satisfactorily performed. When invoicing on a monthly basis, the Contractor will include the required information with the actual number of manhours performed at the agreed to contract price. Since this is a requirements type contract, the task order number must be clearly marked

on the invoice. The original invoice must be sent to the Contracting Officer's Technical Representative (COTR) identified in paragraph G.2 above for services received certification, and who in turn, will send to the Contract Specialist for forwarding to the Dallas Finance Center for payment.

The duplicate original (clearly marked "Duplicate Original") must be sent to the Contract Specialist in the Contract Administration office.

END OF SECTION G



SECTION H  
SPECIAL CONTRACT REQUIREMENTS

H.1 Employment of Unauthorized Aliens

Subject to existing laws, regulations, Executive Orders and other provisions of this contract, aliens unauthorized to be employed in the United States shall not be employed by the Contractor, or his subcontractors, to work on, under or with this contract. The Contractor shall ensure that this provision is expressly incorporated into any and all subcontracts or subordinate agreements issued in support of this contract.

H.2 Modification Authority

The Contractor shall not accept any modification of the terms, conditions, and/or provisions of this contract issued by any person other than the Contracting Officer.

H.3 Incorporation of Section K by Reference

This contract incorporates Section K- Representations, Certifications and Other Statements of Offerors by reference with the same force and effect as if they were included in full text.

H.4 Pricing of Modifications

The Contractor, in connection with any proposal he makes for a contract modification, shall furnish a price breakdown, itemized as required by the Contracting Officer. Unless otherwise directed, the breakdown shall be in sufficient detail to permit an analysis of all material, labor, equipment, subcontract, and overhead costs, as well as profit, and shall cover all work involved in the modification, whether such work was deleted, added, or changed. Any amount claimed for subcontracts shall be supported by a similar price breakdown. Base line values and percentages used to prepare the proposal shall be as agreed upon by the Contractor and Contracting Officer. In addition, if the proposal includes a time extension, a justification therefore, will also be furnished. The proposal, with all supporting documentation, shall be furnished by the date specified by the Contracting Officer.

H.5 Ordering Activity

Supplies or services to be furnished under this contract shall be ordered by issuance of task orders issued by the Contracting Officer, U.S. Immigration and Naturalization Service, Administrative Center Burlington.

H.6 Indemnification

A. Responsibility for Government Property

- i. The Contractor assumes full responsibility for and shall indemnify the Government against any and all losses or damage of whatsoever kind and nature to any and all Government property, including any equipment, supplies, accessories, or parts furnished, while in his custody and care for storage, repairs, or service to be performed under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of the Contractor, any subcontractor, or any employee, agent or representative of the Contractor or subcontractor.

2. If due to the fault, negligent acts (whether of commission or omission) and/or dishonesty of the Contractor or its employees, any Government-owned or controlled property is lost or damaged as a result of the Contractor's performance of this contract, the Contractor shall be responsible to the Government for such loss or damage, and the Government, at its option, may in lieu of payment thereof, require the Contractor to replace at his own expense, all property lost or damaged.

#### B. Hold Harmless and Indemnification Agreement

The Contractor shall save and hold harmless and indemnify the Government against any and all liability claims, and cost of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any Contractor property or property owned by a third party occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation, or performance of work under the terms of this contract, resulting in whole or in part from the acts or omissions of the Contractor, any subcontractor, or any employee, agent, or representative of the Contractor or subcontractor.

#### C. Government's Right of Recovery

Nothing in the above paragraphs shall be considered to preclude the Government from receiving the benefits of any insurance the Contractor may carry which provides for the indemnification of any loss or destruction of, or damages to property in the custody and care of the Contractor where such loss, destruction or damage is to Government property. The Contractor shall do nothing to prejudice the Government's right to recover against third parties for any loss, destruction of, or damage to Government property, and upon the request of the Contracting Officer shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery.

#### D. Government Liability

The Government shall not be liable for any injury to the Contractor's personnel or damage to the Contractor's property unless such injury or damage is due to negligence on the part of the Government and is recoverable under the Federal Torts Claims Act, or pursuant to other Federal statutory authority.

#### H.7 Insurance

Insurance: Policies shall contain an endorsement to the effect that cancellation or other material change adversely affecting the interests of the Government shall not be effective for such period as may be prescribed by the laws of the state in which this contract is to be performed and in no event less than thirty (30) days after written notice thereof to the Contracting Officer. Prior to performance of any services under this contract, the Contractor is required to provide the Contracting Officer with certificates evidencing required coverage described herein.

The Contractor shall carry and maintain adequate insurance during the entire period of performance under this contract as follows:

1. Workers' Compensation and Employee's Liability Insurance: Contractors are required to comply with applicable Federal and State Workers' Compensation and Occupational

Disease statutes. If Occupational Diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 per occurrence shall be required, except in states with exclusive or monopolistic funds that do not permit Workers' Compensation be written by private carriers.

2. General Liability Insurance: Contractor's are required to have bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

#### H.8 Permits and Licenses

In performance of work under this contract, the Contractor shall be responsible for obtaining all necessary permits and licenses, and for complying with all applicable Federal, State, and Municipal laws. The Contractor is to be licensed in the State of contract performance, if such licensing is required by the State.

#### H.9 Language Requirements

The Contractor is responsible for ensuring that at least 15% of their employees on each shift can effectively communicate in the predominant non-English language of detainees in the facility. INS detainees will not be used as interpreters except in an emergency.

END OF SECTION H

SECTION I  
CONTRACT CLAUSES

I.1 52.252-2 Clauses Incorporated by Reference (FEB 1998)

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

(End of Clause)

- 52.202-1 Definitions (OCT 2001)
- 52.203-3 Gratuities (APR 1984)
- 52.203-5 Covenant Against Contingent Fees (APR 1984)
- 52.203-6 Restrictions on Subcontract Sales to the Government (JUL 1995)
- 52.203-7 Anti-Kickback Procedures (JUL 1995)
- 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
- 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (JUN 1997)
- 52.204-4 Printed or Copied Double-sided on Recycled Paper (AUG 2000)
- 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JUL 1995)
- 52.215-2 Audit and Records--Negotiation (JUN 1999)
- 52.215-8 Order of Precedence-Uniform Contract Format (OCT 1997)
- 52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (OCT 1997)
- 52.215-19 Notification of Ownership Changes (OCT 1997)
- 52.216-18 Ordering (OCT 1995)
  - (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued throughout the life of the contract from the Notice to Proceed date to include options listed in the Schedule B, if exercised.
- 52.216-19 Order Limitations (OCT 1995)
  - (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than one (1) custody officer per day, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
  - (b) Maximum order. The Contractor is not obligated to honor:
    - (1) Any order in excess of the base quantities, listed in Schedule B, by more than fifteen (15) percent.
    - (2) Any order or a combination of orders in excess of fifteen (15) percent over the schedule amounts.
    - (3) A series of orders from the same ordering office within one (1) week that together call for quantities exceeding the limitations in subparagraph (1) or (2) above.
  - (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within [2] days after issuance, with written notice stating the Contractor's intent not to ship the

item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

- 52.216-21 Requirements (OCT 1995)
- (f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the effective period of the contract.
- 52.217-7 Option for Increased Quantity-Separately Priced Line Item (MAR 1989)
- 52.217-8 Option to Extend Services (NOV 1999)
- 52.217-9 Option to Extend the Term of the Contract (MAR 2000)
- (a) The Government may extend the term of this contract by written notice to the Contractor within the time frame specified in the Schedule; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty (60) days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed sixty (60) months.
- 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 1999)
- (b) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference. \_\_\_\_\_ Offeror elects to waive the evaluation preference.
- 52.219-8 Utilization of Small Business Concerns (OCT 2000)
- 52.219-23 Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (MAY 2001)
- (b) Evaluation adjustment. (1) The Contracting Officer will evaluate offers by adding a factor of 10% to the price of all offers, except--
- (c) Waiver of evaluation adjustment. A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment. \_\_\_\_\_ Offeror elects to waive the adjustment.
- 52.222-1 Notice to the Government of Labor Disputes (FEB 1997)
- 52.222-3 Convict Labor (AUG 1996)
- 52.222-4 Contract Work Hours and Safety Standards Act-Overtime Compensation (SEP 2000)
- 52.222-21 Prohibition of Segregated Facilities (FEB 1999)
- 52.222-26 Equal Opportunity (APR 2002)
- 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001)
- 52.222-36 Affirmative Action for Workers With Disabilities (JUN 1998)
- 52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001)
- 52.222-41 Service Contract Act of 1965, as Amended (MAY 1989)
- 52.222-43 Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989)

- 52.223-5 Pollution Prevention and Right-to-Know Information (APR 1998)
- 52.223-6 Drug-Free Workplace (MAY 2001)
- 52.223-10 Waste Reduction Program (AUG 2000)
- 52.223-14 Toxic Chemical Release Reporting (OCT 2000)
- 52.225-13 Restrictions on Certain Foreign Purchases (JUL 2000)
- 52.225-16 Sanctioned European Union Country Services (FEB 2000)
- 52.228-5 Insurance-Work on a Government Installation (JAN 1997)
- 52.229-3 Federal, State, and Local Taxes (JAN 1991)
- 52.229-5 Taxes - Contracts Performed in U.S. Possessions or Puerto Rico (APR 1984)
- 52.232-1 Payments (APR 1984)
- 52.232-8 Discounts for Prompt Payment (FEB 2002)
- 52.232-9 Limitation on Withholding of Payments (APR 1984)
- 52.232-11 Extras (APR 1984)
- 52.232-17 Interest (JUN 1996)
- 52.232-19 Availability of Funds for the Next Fiscal Year (APR 1984)
- 52.232-23 Assignment of Claims (JAN 1986)
- 52.232-25 Prompt Payment (FEB 2002)
- 52.232-34 Payment by Electronic Transfer-Other Than Central Contractor Registration (MAY 1999)

(b) (1) The Contractor shall provide this information directly to the office designated in this contract to receive that information concurrent with the submission of the first request for payment.

- 52.233-1 Disputes (DEC 1998)
- 52.233-3 Protest After Award (AUG 1996)
- 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984)
- 52.237-3 Continuity of Services (JAN 1991)
- 52.242-13 Bankruptcy (JUL 1995)
- 52.243-1 Changes - Fixed-Price (AUG 1987), Alternate I (APR 1984)
- 52.245-1 Property Records (APR 1984)
- 52.245-2 Government Property (Fixed-Price Contracts) (DEC 1989), Alternate I (APR 1984)
- 52.246-25 Limitation of Liability - Services (FEB 1997)
- 52.248-1 Value Engineering (FEB 2000)
- 52.249-2 Termination for Convenience of the Government (Fixed-Price) (SEP 1996)
- 52.249-8 Default (Fixed-Price Supply and Service) (APR 1984)
- 52.253-1 Computer Generated Forms (JAN 1991)

I.2 52.222-42 Statement of Equivalent Rates for Federal Hires (MAY 1989)

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

This Statement is for Information Only: It is not a Wage Determination

<u>Employee Class</u>	<u>Monetary Wage</u>	<u>Fringe Benefits</u>
Detention Officer GS-1802-5/2	\$15.52	26%
Supervisory Detention Officer GS-1802-8/2	\$18.49	26%

I.3 52.244-6 Subcontracts for Commercial Items (MAY 2002)

- (a) Definitions. As used in this clause—  
“Commercial item” has the meaning contained in the clause at 52.202-1, Definitions.  
“Subcontract” includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.
- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.
- (c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:
- (i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
  - (ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
  - (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).
  - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
  - (v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (JUN 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).
- (2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.  
(End of clause)

I.4 JAR 2852.223-70 Unsafe Conditions Due to the Presence of Hazardous Material (JUN 1996)

- (a) “Unsafe condition” as used in this clause means the actual or potential exposure of Contractor or Government employees to a hazardous material as defined in Federal Standard No. 313, and any revisions thereto during the term of this contract, or any other material or working condition designated by the Contracting Officer’s Technical Representative (COTR) as potentially hazardous and requiring safety controls.
- (b) The Occupational Safety and Health Administration (OSHA) is responsible for issuing and administering regulations that require Contractor to appraise its employees of all hazards to which they may be exposed in the course of their employment; proper conditions and precautions for safe use and exposure; and related symptoms and emergency treatment in the event of exposure.

- (c) Prior to commencement of work, Contractor are required to inspect for and report to the contracting officer or designee the presence of, or suspected presence of, any unsafe condition including asbestos or other hazardous materials or working conditions in areas in which they will be working.
- (d) If during the performance of the work under this contract, the Contractor or any of its employees, or subcontract employees, discovers the existence of an unsafe condition, the Contractor shall immediately notify the contracting officer, or designee, (with written notice provided not later than three (3) working days thereafter) of the existence of an unsafe condition. Such notice shall include the Contractor's recommendations for the protection and the safety of Government, Contractor and subcontractor personnel and property that may be exposed to the unsafe condition.
- (e) When the Government receives notice of an unsafe condition from the Contractor, the parties will agree on a course of action to mitigate the effects of that condition and, if necessary, the contract will be amended. Failure to agree on a course of action will constitute a dispute under the Disputes clause of this contract.
- (f) Notice contained in this clause shall relieve the Contractor or subcontractors from complying with applicable Federal, State, and Local laws, codes, ordinances and regulations (including the obtaining of licenses and permits) in connection with hazardous material including but not limited to the use, disturbance, or disposal of such material.

(End of Clause)

**END OF SECTION I**



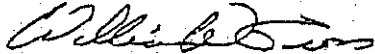
SECTION J  
LIST OF ATTACHMENTS

- J.1 Attachment No. 1 - Department of Labor Wage Determination No.1998-0516, Revision No: 05, dated 02/27/2002, 1 page.
- J.2 Attachment No. 2 - Agreement between National Union of Security Officers and Guards (NUSOG) and United International Investigative Services 6/1/1998 - 11/30/2003, 22 pages.
- J.3 Attachment No. 3 – Performance Requirements Summary, 7 pages, and Quality Assurance Surveillance Plan, 10 pages.
- J.4 Attachment No. 4 – Removed.
- J.5 Attachment No. 5 – Removed.

END OF SECTION J

REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON, D.C. 20210



William W. Gross  
Director

Division of  
Wage Determinations

Wage Determination No.: 1998-0516  
Revision No.: 5  
Date of Last Revision: 02/27/2002

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This wage determination applies at the address(es) below:

Krome Service Processing Center, Dade County, FL

Miami Airport, Dade County, FL

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Employed on INS contracts for guard services.

Collective Bargaining Agreement between United International Investigative Services and National Union of Security Officers and Guards, effective June 1, 1998 through November 30, 2003 and amended on December 1, 2001.

In accordance with Sections 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

ADDENDUM

TO

AGREEMENT

Between

National Union of Security Officers and Guards

(NUSOG)

And

United International Investigative Services, INC.

JUNE 1, 1998

Through

NOVEMBER 30, 2003

DATED: JULY 23, 1998

**Addendum to Agreement**

It is understood and agreed between United International Investigative Services, herein known as the "Company", and the National Union of Security Officers and Guards, herein known as the "Union". The following additional/Changes to the provisions will become a part of the current Collective Bargaining Agreement dated July 23, 1998, with the same force and effect as though they were in the main body of the current agreement.

1. Effective December 1, 2001 the following changes will be effective for the employees at the INS Detention Center, Krome, Fla:

a. **Article XXVII - Base Wages:**

<b><u>Positions/Category</u></b>	<b><u>New Hourly Rate</u></b>
(1) Supervisors	\$18.91 per hour
(2) Detention Officers	\$15.27 per hour

b. **Article XXVII - Pension Allowance:**

<b><u>Positions/Category</u></b>	<b><u>New Hourly Rate</u></b>
(1) Supervisors	\$1.07 per each regular hour
(2) Detention Officers	\$1.07 per each regular hour

c. **Article XIV - Uniform Allowance:**

<b><u>Positions/Category</u></b>	<b><u>New Hourly Rate</u></b>
(1) Supervisors	\$0.45 per each regular hour
(2) Detention Officers	\$0.45 per each regular hour

d. **Article XXIX - Health & Welfare Allowance:**

- (1) Effective December 1, 2000, the employer will provide medical coverage under the Aetna U. S. Healthcare (HMO), for all employees who works at least 32.0 hours per week (Annually 1664.0 hours) to include their legal dependants. Employees will be responsible for all co-pays.

**Addendum to Agreement**

(Continued)

d. **Article XXIX - Health & Welfare (Continued):**

(2) Effective December 1, 2000, the employer will provide Dental Coverage under Prudential Healthcare Dental for all employees who works at least 32.0 hours per week (Annually 1664.0 hours) to include their legal Dependants. Employees will be responsible for all co-pays.

(3) Effective December 1, 2001, Health & Welfare composite rate is \$3.10 for each regular hour work.

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective hand and seals and caused this addendum to the Collective Bargaining Agreement to be clearly executed.

**FOR THE EMPLOYER:**

By Kathleen Guidice

**TITLE: CEO/PRESIDENT, UIHS**

Dated: 10.3.01

**FOR THE UNION:**

By [Signature]

**TITLE: President**

Dated: Oct 3/01

**Addendum to Agreement**

It is understood and agreed between United International Investigative Services, herein known as the "Company", and the National Union of Security Officers and Guards, herein known as the "Union". The following additional/Changes to the provisions will become a part of the current Collective Bargaining Agreement dated July 23, 1998, with the same force and effect as though they were in the main body of the current agreement.

1. Effective December 1, 2000 the following changes will be effective for the employees at the INS Detention Center, Krome, Fla:

a. **Article XXVII - Base Wages:**

<u>Positions/Category</u>	<u>New Hourly Rate</u>
(1) Supervisors	\$17.91 per hour
(2) Detention Officers	\$14.27 per hour

b. **Article XXVII - Pension Allowance:**

<u>Positions/Category</u>	<u>New Hourly Rate</u>
(1) Supervisors	\$1.00 per each regular hour
(2) Detention Officers	\$1.00 per each regular hour

c. **Article XIV - Uniform Allowance:**

<u>Positions/Category</u>	<u>New Hourly Rate</u>
(1) Supervisors	\$0.42 per each regular hour
(2) Detention Officers	\$0.42 per each regular hour

d. **Article XXIX - Health & Welfare Allowance:**

- (1) Effective December 1, 2000, the employer will provide medical coverage under the Aetna U.S. Healthcare (HMO), for all employees who works at least 32.0 hours per week (Annually 1664.0 hours) to include their legal dependants. Employees will be responsible for all co-pays.

**Addendum to Agreement**  
(Continued)

d. **Article XXIX - Health & Welfare (Continued):**

(2) Effective December 1, 2000, the employer will provide Dental Coverage under Prudential Healthcare Dental for all employees who works at least 32.0 hours per week (Annually 1664.0 hours) to include their legal Dependants. Employees will be responsible for all co-pays.

(3) Effective December 1, 2000, Health & Welfare composite rate is \$2.98 for each regular hour work.

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective hand and seals and caused this addendum to the Collective Bargaining Agreement to be clearly executed.

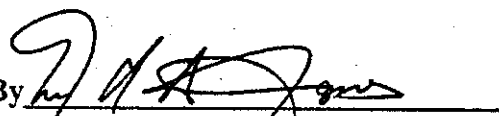
**FOR THE EMPLOYER:**

By 

TITLE: CEO/PRESIDENT, UIIS

Dated: 8/14/00

**FOR THE UNION:**

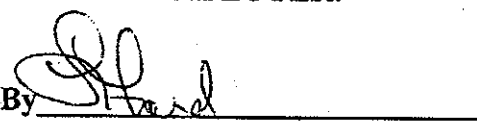
By 

TITLE: Sect. 12 Pres.

Dated: 8/10/00

**WITNESS:**

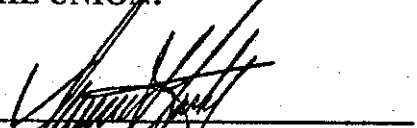
**FOR THE EMPLOYER:**

By 

TITLE: Exec. Assistant

Dated: 8/14/00

**FOR THE UNION:**

By 

TITLE: Pres.

Dated: 8/10/00

COLLECTIVE BARGAINING AGREEMENT

Between

UNITED INTERNATIONAL INVESTIGATIVE SERVICES

And

NATIONAL UNION OF SECURITY OFFICERS AND GUARDS



THIS AGREEMENT made and entered this 1st day of June 1998, to take effect August 1, 1998, by and between the NATIONAL UNION OF SECURITY OFFICERS AND GUARDS, having its office located at 148-06 Hillside Avenue, Jamaica, New York 11435, hereinafter referred to as the "Union", and UNITED INTERNATIONAL INVESTIGATIVE SERVICES, with its office located at 180 N. Riverview Drive, Suite 100, Anaheim, California 92808, hereinafter referred to as the "Employer".

WITNESSETH:

WHEREAS, the parties have entered into collective bargaining negotiations, which negotiations have resulted in complete agreement between the parties.

NOW THEREFORE, it is agreed by and between the Employer and the Union as follows:

ARTICLE I

RECOGNITION

The Employer recognizes and acknowledges the Union as the sole and exclusive bargaining representative for its employees at the INS Detention Center Krome, Miami, under Contract No. ACB-8-C-0003, with respect to wages, hours and conditions of employment, excluding executives, and shall deal only with the Union, for and behalf of such employees at INS Detention Center Krome, Miami.

For the purpose of this Agreement, the term "Employee" shall include all Detention Officers in the bargaining unit, covered hereby, and subject to any further exclusion to the extent required by other certifications, order or rulings by the National Labor Relations Board.

### UNION SECURITY

All Detention Officers and those hired in the future for all work done under INS Detention Center Krome, Miami, shall on the 30th day following the beginning of their employment, or the signing of this Agreement, whichever is later, be and remain members of the Union in good standing as a condition of employment.

New or temporary employees, if hired, shall be deemed temporary employees and on a trial basis for the period of ninety (90) days until temporary are completed. Thereafter, they shall be deemed regular employees, but shall be required to become members of the Union upon being hired.

### ARTICLE III

#### HOURS OF WORK AND OVERTIME

- A. Overtime will be paid for all work in excess of forty (40) hours in any one work week. The workweek shall start on 0001 Sunday and end on 2400 Sunday.
- B. No employee shall be required to work more than twelve (12) hours in any twenty four (24) hour period, unless by an Act of God, or a national emergency.
- C. No employee will be required to work more than Forty (40) hours per week without overtime, regardless of calendar year. There must be at least eight (8) hours between tours. Employees required to work without receiving eight (8) hours between tours will be paid the difference in overtime.

D. Wages shall be paid bi-weekly. Payroll checks shall be issued every other Friday, except when a holiday falls during the week; it shall be paid on the next workday.

E. On-call members, hired after June 0 1, 1998, are required to be available for a forth (40) hour workweek.

#### ARTICLE IV

#### DISCHARGE CLAUSE

No employee shall be discharged without good cause and just cause as defined in Article XVII.

The Employer shall notify the Union, in writing, that the services of an employee are not desirable and that he has been discharged. Said discharge may be the subject of arbitration as set forth in Article XIII.

#### DISCRIMINATION

There shall be no discrimination of any kind against any employees for union activities, race, creed, sex, age, nationality, veterans status, color and handicap, except a bona fide occupational qualification by the Employer in his employ.

#### ARTICLE VI

#### MODIFICATION OF AGREEMENT

Neither the Employer nor any individual worker or group of workers will have the right to modify or waive any of the provisions of this Agreement. The Employer will not enter into any individual agreements or arrangements with any of its employees covered by this Agreement.

## VISITATION

It is agreed that the Union representative shall have access to the various buildings under INS Detention Center Krome, Miami, during working hours, to ascertain whether the Agreement is being properly observed, providing there is a minimum interruption of normal course of the operation at the various buildings under INS Detention Center Krome, Miami and all regulations of the Government are complied with. It is mutually understood that the Employer has no control over who can visit the site, this control is solely with the INS Detention Center Krome, Miami

## ARTICLE VII

### REDUCTION OF WAGE RATES OR BENEFITS

Nothing in any provision of this Agreement shall be construed, anything to the contrary notwithstanding, as to effect a reduction in the wage rate of any worker, any benefits formerly or presently received or to increase the number of hours per week which the worker shall be compelled to work in order to earn his present weekly wage, unless the wage and hour determination specifies said reduction.

### CHECK-OFF

The Employer agrees to deduct monthly from the pay of each employee who is a member of the Union and covered by this Agreement, Union dues and initiation fees uniformly required by the Union as a condition of membership, upon the further condition that the Union shall furnish the employer with a written authorization by the aforesaid employee Union members.

The Employer shall remit to the Union, dues and initiation fees deducted pursuant to this article no later than the 15th day of the month. The Union agrees that it will indemnify and save the Employer harmless for any claims growing out of said deductions.

ARTICLE X

BULLETIN BOARDS

The Employer shall post and allow the Union the use of a bulletin board at various buildings under INS Detention Center Krome, Miami.

To be used for Union notices and literature. It is mutually understood that the Employer has no control over the use of bulletin boards, this control is solely with the INS Detention Center Krome, Miami

ARTICLE XI

SAFETY PROVISIONS & PAY FOR TIME LOST

The Employer will make reasonable provisions for the safety and health of its employees, and shall comply with all Federal, State and Municipal requirements for safeguards and cleanliness. Should a worker be injured on the job, he shall be paid for the remainder of the shift if the injury requires medical attention and or hospitalization that would preclude the employee from returning to his or her post to perform regular duties. Thereafter, the Worker's Compensation Board shall determine the employee's compensation.

ARTICLE XII

WORK STOPPAGE

During the term of this Agreement, there shall be no stoppage of work, strike, lockout or picketing. In the event of the violation of this provision by any party to this Agreement, such matters shall be promptly submitted to arbitration as provided in Article XIII herein.

The Union recognizes that it is the responsibility of the Detention Officers to protect and guard the plants, premises, material, facilities and the property of the clients of the Employer at all times and under all circumstances. The Union agrees that its members shall faithfully discharge this responsibility, and during the life of this Agreement, that it will not cause or permit its members to cause, nor will any member of the Union take part in, any strike, sit-down, stay-in, stoppage of work or other interference's with or refusal to perform the duties regularly assigned to them.

## ARTICLE XIII

### GRIEVANCE PROCEDURE AND ARBITRATION

A grievance within the meaning of this provision shall include all complaints or disputes involving or arising between the parties concerning the interpretation, application or alleged violation of any of the express items of this Agreement. Grievances shall be processed in accordance with the following grievance and arbitration procedure, whether by the Union or by the Employer.

1. Within (5) working days after occurrence of the grievance, an earnest effort shall be made to settle the dispute, by the employee and/or his Union Representative, and the Employer.
  
2. If the matter has not been satisfactorily disposed of in, it shall, within five (5) working days after discussion in, be reduced to writing and presenting to the Employer and the Union Representative. The Union Representative and the Employer shall meet as soon as mutually convenient and make an effort to resolve the dispute on a mutually satisfactory basis. If the grievance is settled as a result of such meeting, the disposition shall be reduced to writing and signed by the designated Union Representative and the Employer. If no settlement is reached, the employer shall give a written answer to the grievance within five (5) working days after the date of such meeting.
  
3. If the grievance is not satisfactorily resolved in 2, it may be submitted to arbitration by either party upon written notice to the other within ten (10) working days from the date of the Employer's final answer in 2., of the grievance procedure. Such written notice shall specify the matter in dispute, the section or sections of this Agreement alleged to have been violated and the remedy sought. The Union shall have the power to determine whether or not a grievance filed by a member of the Union should be submitted for arbitration.

A The Arbitrator shall be selected from a panel of proposed arbitrators submitted by the Florida State Board of Mediation or the American Arbitration Association and the arbitration shall be conducted under the auspices of and in accordance with the rules of said Board.

B. Each dispute shall constitute a separate proceeding unless the question involved is common to more than one dispute, in which case the proceeding may be consolidated.

C. The Arbitrator shall have full authority to decide the issue of issues in dispute, except that he shall not have authority to amend, alter, modify or to add to, or subtract from, the provisions of Agreement. His decision and award shall be made in writing and shall be final and binding upon the parties.

D. Should either of the parties fail to attend the hearing set by the Arbitrator, after due and proper notice thereof, the Arbitrator shall be empowered to proceed with the hearing in the absence of either party and shall be empowered to render a final decision and award on the basis of the evidence presented.

E. The fees and expenses of the arbitration shall be borne equally by the Employer and the Union.

F. It is understood and agreed that the Union and Employer are the only parties who have the right to request arbitration under this section.

G. Nothing contained herein shall be constructed to circumvent the right if any employee to take a grievance up with the Employer and have same settled without the intervention of the Union, provided the settlement is not inconsistent with any of the provisions of the Agreement, and further provided the Union has been given the opportunity to have a representative present at the time of settlement.

H. Any employee or Union grievance not appealed within the time limits and in the manner set forth in each step of the grievance procedure shall be considered settled on the basis of the last answer by the Employer. Any such grievance not answered by the Employer within the time limits and in the manner set forth in each step of the above procedure may be appealed directly to arbitration by the Union at any time within ten (10) working days of the Employer's default. The time limits set forth in each step of the grievance procedure may be extended by mutual agreement in writing and such extended time limits shall then be considered as applicable to the grievance involved for the purpose of this section.

I. No grievance shall be filed or processed if it concerns a matter occurring more than five (5) working days prior to the date of the filing of the grievance and no grievance settlement shall be retroactive to a date more than five (5) working days prior.

J. In the event the Employer is prevented by the INS Detention Center Krome, Miami from reinstating an employee after arbitration in favor of the employee, the Employer will place the employee in another facility at the hourly wage rate prevailing at that facility, providing there is a position available at the time the Employer is notified of the client's decision. Union representation would not apply after leaving the INS Detention Center Krome, Miami facility. In the event that the Agreement expires or is otherwise terminated, any grievances that have not yet been heard by arbitration are no longer arbitrable.

#### ARTICLE XIV

##### UNIFORMS

1. Uniforms shall be supplied where required by the Employer. Members shall return all uniforms issued to them upon separation, or eighty percent (80%) replacement cost for uniform items and one hundred percent (100%) of replacement cost of equipment.

2. Effective December 1, 1998, a Uniform Allowance for repair, maintenance, and replacement of the initial issue of uniforms from the company of \$0.35 per hour, for each hour worked not to exceed forty (40) hours per week. Uniform allowance will not be paid for holidays, vacation, sick or any other paid benefit.

#### ARTICLE XV

##### SAVINGS CLAUSE

Should any part of this Agreement or any portion therein contained be rendered or declared illegal, invalid or unenforceable by a Court of competent jurisdiction, or by the decision of any authorized governmental agency, such invalidation of such part of this Agreement shall not invalidate the remaining portions thereof. In the event of such occurrence, the parties agree to meet immediately, and if possible, to negotiate substitute provisions for such parts of portions rendered or declared illegal or invalid. Should the parties be unable to



Agree on substitute provisions, the matter shall be referred to arbitration as herein before provided. The remaining parts and provisions of the Agreement shall remain in full force and effect.

## ARTICLE XVI

### DURATION

This Agreement shall be a five (5) year Agreement. The parties acknowledge that this Agreement shall be reopened at the time that the terms of the contract between the Employer and INS Detention Center Krome, Miami begins, and every anniversary date of that Contract thereafter, for the purpose of negotiating wages and benefits only, as provided in Article XXV hereof. The termination date of this agreement shall be November 30, 2003.

## ARTICLE XVII.

### JUST CAUSE

The following reasons shall constitute just cause for immediate dismissal: the illegal or unsafe use, sales or possession of narcotics, drugs or alcohol, any type of theft, excessive lateness and absenteeism, insubordination, being out of uniform, fighting on the job, drunkenness or under the influence of alcohol, leaving post without being properly relieved, in conjunction with the Employer's general orders and regulations.

## ARTICLE XVIII

### MANAGEMENT RIGHTS

Subject to the express provisions of this Agreement, the management of employees, the direction of the working force, the right to hire, suspend, transfer, layoff because of lack of work, promote, demote, maintain discipline, maintain efficiency, and terminate employees shall be vested exclusively with the Employer, provided, however, that this shall not be used for the purpose of discriminating against an employee because of his membership or legitimate activities in the Union.

The Employer shall have the right to determine the size and composition of its work force; to introduce new and improved methods, facilities and equipment, to fix standards of quantity and quality of work performed, to determine schedules and type of

Work, and to require adherence to safety rules. The Union shall impose no restriction on the use of materials, tools, appliance or servicing or training methods.

The Employer shall have the right to sell the business or to discontinue, move, transfer, or subcontract all or any part of its operations.

The Union recognizes the Employer's right to maintain discipline of employees including the right to make and enforce reasonable rules and regulations not inconsistent with the terms of this Agreement, for the purposes of efficiency, safe practices and discipline.

Employees are required to call in four (4) hours before start of duty, if they will be unable to work.

Without restricting in any way the types of work done by supervisors or the non-bargaining unit employees in situations under which work of the same type as that performed by the employees in the bargaining unit was performed prior to this Agreement, supervisors and other non-bargaining unit employees shall be permitted to perform work of the same type as that performed by the employees covered by this Agreement to the extent such work was so performed in the past and so long as it does not result in the lay-off of any bargaining unit employee.

The enumeration of the rights of management as above described shall in no way constitute a waiver or abandonment of any other rights that are usual and customary for management.

#### ARTICLE XIX

#### JURY DUTY AND WITNESS PAY

Effective December 1, 1998, if an employee is called for jury duty, upon written notice that the employee has served, the Employer shall reimburse said employee for each day served, less all fees collected for serving, at a regular pay basis as if worked. This will be prorated for all part-time employees. Transportation fees to employees are not to be counted as jury duty pay. If any employee is called as a witness to a crime on the facility, then he shall be compensated for all time lost.

ARTICLE XX

SICK LEAVE

A. Effective December 1, 1998, Employees assigned to a steady forty (40) hour work week will be paid four (4) hours pay per month or at the rate of one (1) day per every two months, not to exceed six (6) days during the current contract year.

B. Employees assigned to steady post with less than forty (40) work days per week shall accumulate sick leave according to the following formula.

8 hours = 8/40ths or 1-1/2 hours sick leave  
16 hours = 16/40ths or 3 hours sick leave  
24 hours = 24/40ths or 4-1/2 hours sick leave  
32 hours = 32/40ths or 6 hours sick leave

C. Employees on call without assigned steady hours will receive sick leave in increments of four (4) hours for every one hundred and seventy four (174) hours worked.

D. No unused sick leave compensated at the end of the contract. The end of the next calendar year will use all unused sick days or it will be lost.

ARTICLE XXI

BEREAVEMENT PAY

No employee shall be required to perform any work for a period of three (3) days next following the date of death of a spouse, child, parent, grandparent, brother or sister. In the event that any such three (3) days is a scheduled workday for the employee, such employee shall receive his/her salary for such day. Employees who are on call shall not be compensated.

ARTICLE XXII

HOLIDAYS

A. Effective December 1, 1998, All employees, assigned to a steady forty (40) hour work week, shall receive eight (8) hours pay without work for the following holidays, regardless of the day on which holiday falls:

New Year's Day  
Martin L. King's Birthday  
Washington's Birthday  
Good Friday  
Memorial Day  
Independence Day

Labor Day  
Columbus Day  
Veteran's Day  
\*Thanksgiving Day  
\*Christmas Day  
Employee's Birthday

\* Employees who work on Thanksgiving Day and/or Christmas Day, shall be paid at the rate of double time and one half.

B. Employees assigned to work on any said holiday, shall receive wages at the rate of eight (8) hours pay for the holiday in addition to eight (8) hours pay for working.

C. Employees assigned to work steady work hours less than forty (40) hours per week, shall be paid at the rate indicated in Article XX hereof.

D. Employees who are on call, must work during the week that the holiday falls in order to be paid for holiday pay which shall be paid at the rate indicated in Article XX hereof.

E. Employees must work their scheduled day before and their scheduled day after a holiday in order to be paid for such holiday. In the event an employee is sick, their scheduled day before or their scheduled day after a holiday, he/she must bring a doctor's note to be paid for such holiday.

### ARTICLE XXIII

#### PERSONAL LEAVE

A. Effective December 1, 1998 Three (3) personal leave days may be taken by an employee by requesting same in writing, through the Project Manager, at least two (2) weeks in advance of proposed leave (except in an emergency). All personal days must be used by the 2nd year.

B. Personal leave days may also be used the day before or the day after a holiday when used in accordance with paragraph A above.

- C. Employees with one (1) year or more of continuous employment will receive three (3) days per year.
- D. All personnel time pro-rated as per sick leave formula.

ARTICLE XXIV

VACATION

A. Employees assigned to a steady forty (40) hour work week will receive vacation time as per the following schedule (No vacation time will be prorated if the employee's anniversary date plus one day is not met):

One (1) year and one (1) day through Four (4) years and one (1) day equals (-) eighty hours (80).

Five (5) years and one (1) day through Fourteen (14) years equals (=) one hundred twenty (120) hours.

Fifteen (15) years and one (1) day equals (=) one hundred sixty (160) hours.

B. Employees assigned to less than a forty (40) hour work week will receive a prorated vacation based on the average number of hours worked per week.

C. Vacation schedules shall be based on length of service as defined with the present contractor and with prior contractors in the performance of work at the various buildings at INS Detention Center Krome, Miami.

WAGE AND BENEFIT RE-NEGOTIATIONS

The parties shall re-negotiate the wages and benefits, at least six (6) months prior to the expiration of the current contract year, and the results of these negotiations will be forwarded to the Wage Determination Board.

Such wages and benefits shall become effective on the first day of the following contract year. The results of the negotiations for each contract year set forth in the schedule, which is annexed hereto, and made a part hereof. The term "contract year" refers to the anniversary date set forth in the Contract between the Employer and INS Detention Center Krome, Miami

#### REDUCTION IN WORK TIME

In the event of a reduction of work force, employees shall be laid-off in accordance with length of service as defined in Article XXIV, paragraph D above; the least senior employee shall be laid-off first, provided however, the remaining employees are available and capable of performing the required duties. Recall shall be in the inverse order of layoff. .

#### ARTICLE XXVII

##### PENSION

- A The Employer shall provide a company Pension Plan or Cash equivalent effective from December 1, 1998, and all contributions shall be at a rate of \$0.72 per hour, for each hour worked, pension shall not be paid on any other benefit.
- B. In the event the Employer loses the service contract with the INS Detention Center Krome, Miami; the Employer will reimburse all vested participants their full vested shares of pension.
- C. In the event an employee is terminated for just cause or voluntarily; he or she will receive their vested share of the pension
- D. All participants will receive an annual statement.

#### ARTICLE XXVIII

##### WAGES

- A. Effective December 1, 1998 All employees shall receive Twelve Dollars and Ninety-Seven cents (\$12.97) per hour.
- B. Effective December 1, 1998 All Supervisors shall receive Sixteen Dollars and Twenty Eight cents (\$16.28) per hour.

C. Effective December 1, 1998 Employees working 3:00 p.m. to 11:00 p.m. shall receive a differential of four percent (4%) above their regular hourly wage. Employees working 11:00 p.m to 0700 a.m. shall receive a differential of Six percent (6%) above their regular hourly wage.

## ARTICLE XXIX

### HEALTH & WELFARE

A. Effective December 1, 1998, to be eligible for Health & Welfare an employee must be a regular employee and work a minimum of thirty two (32) hours per week.

B. Effective December 1, 1998, the Employer shall provide a full Health Insurance Plan with NO DEDUCTIBLE OR CO-PAYMENT under Employer Plan No. 170102 for each regular employee and their dependents were the employee works a minimum of thirty two (32) hours per week.

C. Effective December 1, 1998, the Employer shall provide a Standard Dental Plan to all regular employees including their dependents were the employee work a minimum of thirty two (32) hours per week.

D. Effective December 1, 1998, Health & Welfare is a Composite Rate of \$2.82 per hour base on regular hours work. There is no additional charge for dependents,

E. Effective December 1, 1998, All employees and their dependents will receive full hospitalization after 90 days of employment, providing the employee works more than thirty-two (32) hours on a regular basis.

## ARTICLE XXX

### WAIVER OF BARGAINING RIGHTS AND AMENDMENTS TO AGREEMENT

During the negotiations resulting in this Agreement, the Company and the Union each had the Unlimited right and opportunity to make demands and proposals with respect to any matter as to bargain. Except as specifically set forth elsewhere in this Agreement, the Company expressly waives its rights to require the Union to require the Company to bargain collectively, over all matters as to which the NLRB imposes an obligation to bargain, whether or not: (a) such matters were discussed between the Company and the Union during the negotiations which resulted in this Agreement; or (b) such Company or the Union at the time this Agreement was negotiated and executed.

As used in this Article XXX, the waiver of the rights to "bargain collectively", includes the waiver of the right to require the other party negotiate, and the right to obtain information from the other party. This Agreement contains the entire understanding, under-taking and Agreement of the Company and the Union after exercise of the right and opportunity referred to in the first sentence of this Article XXX, and finally determines all matters of collective bargaining for its term. Changes in this Agreement whether by addition, waiver, deletion, amendment or modification, must be reduced to writing and executed by both the Company and the Union.

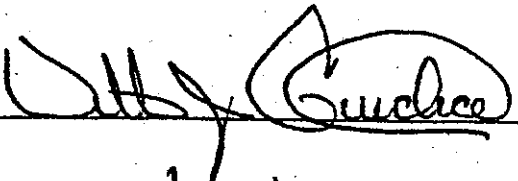
ARTICLE XXXI

SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon both parties, and their successors and assigns in the event of a new contractor. In the event of a sale or transfer of the business or transferee shall be bound by this Agreement.

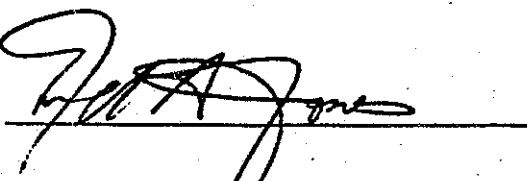
IN WITNESS WHEREOF, the parties hereto have hereunto set their respective hand and seals and caused this instrument to be clearly executed.

**FOR THE EMPLOYER:**

By 

DATED: 7/23/98

**FOR THE UNION:**

By 

DATED: 7-23-98





**KROME GUARD  
PERFORMANCE REQUIREMENT SUMMARY**

RS	Required Service	Ref PWS Section C Subsection	Accept/Reject	Applicable Line Item	Method of Surveillance	Maximum Payment Percentage for Meeting the PR
1	Participate in meetings as requested?	Subsec. 1, H.	0/1	0001	100% Inspection	5%
2	Provides a monthly Quality Control Audit (QCA)?	Subsec. 1, A.	0/1	0001	100% Inspection	5%
3	Employees do not work more than 12 hours in a 24-hour period?	Subsec. 2, F.	0/1	0001	100% Inspection	5%
4	Employees trained in required subjects before EOD?	Subsec. 3, A.	0/1	0001	100% Inspection	5%
5	Refresher training and Proficiency testing conducted as required?	Subsec. 3, A.	0/1	0001	100% Inspection	10%
6	Supervisors received supervisory training prior to EOD?	Subsec. 3, B.	0/1	0001	100% Inspection	10%
7	Incident reports submitted IAW Policy and Procedures?	Subsec. 4, A.	0/1	0001	100% Inspection	5%
8	Incidents of Physical Force reported immediately?	Subsec. 4, L.3.	0/1	0001	100% Inspection	10%
9	Job related injury reports submitted w/2 days?	Subsec. 6, C.	0/1	0001	100% Inspection	5%

10	Any alleged misconduct reported immediately to the COTR?	Subsec. 2, E.3	0/1	0001	Complaint	10%
11	All employee investigations reported immediately to the COTR?	Subsec. 2, A	0/1	0001	100% Inspection	5%
12	Employees do not discriminate against nor violate detainee's Civil Rights?	Subsec. 5	0/1	0001	Complaint	10%
13	All posts manned as required?	C.1, C	0/1	0001	100% Inspection	15%

Total 100%

**KROME GUARD  
PERFORMANCE REQUIREMENT SUMMARY**

RS	Required Service	Ref PWS Section C Subsection	Accept/Reject	Applicable Line Item	Method of Surveillance	Maximum Payment Percentage for Meeting the PR
1	Logbooks properly maintained?	Subsec. 4, D.	0/1	0002	100% Inspection	20%
2	Post Orders available on every post?	Subsec. 4, A.	0/1	0002	Complaint	10%
3	Supervisor conducts post checks as required?	Subsec. 4, J.	0/1	0002	Complaint	15%
4	All visitors logged in /out of the facility(ies) properly?	Subsec. 2, M.3.	0/1	0002	Complaint	15%
5	All keys properly issued/accounted for?	Subsec. 4, H.	0/1	0002	Random Sampling	10%
6	Posted Officers familiar with the post duties?	Subsec. 4, J.	1/2	0002	Random Sampling	15%
7	Employees sign in/out at start & end of shift?	Subsec. 2, M.3.	1/2	0002	Random Sampling	5%
8	Each Officer in complete prescribed uniform?	Subsec. 2, J.	1/2	0002	Random Sampling	10%

Total            100%

**KROME GUARD  
PERFORMANCE REQUIREMENT SUMMARY**

RS	Required Service	Ref PWS Section C Subsection	Accept/Reject	Applicable Line Item	Method of Surveillance	Deduction
1	Contractor is a licensed Security Firm IAW State/Local Laws	Subsec. 2, K.	0/1		100% Inspection	Terminate
2	COTR notified immediately of escapes attempted escapes and written report provided w/24 hours?	Subsec. 4, P.	0/1		Complaint	\$1500.00
3	ACBSEC notified when employee withdraws/terminates?	Subsec. 2, A.	0/1		Complaint	\$1900.00

**KROME GUARD  
PERFORMANCE REQUIREMENT SUMMARY**

RS	Required Service	Ref PWS Section C Subsection	Accept/Reject	Applicable Line Item	Method of Surveillance	Maximum Payment Percentage for Meeting the PR
1	Employees effectuate detainee departures as scheduled?	C.1, C.	0/1	0003	100% Inspection	10%
2	Employees do not work more than 12 hours in a 24-hour period?	Subsec. 2, F.	0/1	0003	100% Inspection	5%
3	Employees trained in required subjects before EOD?	Subsec. 3, A.	0/1	0003	100% Inspection	5%
4	Refresher training and Proficiency testing conducted as required?	Subsec. 3, A.	0/1	0003	100% Inspection	10%
5	Supervisors received supervisory training prior to EOD?	Subsec. 3, B.	0/1	0003	100% Inspection	10%
6	Incident reports submitted IAW Policy and Procedures?	Subsec. 4, A.	0/1	0003	100% Inspection	5%
7	Incidents of Physical Force reported immediately?	Subsec. 4, L.3.	0/1	0003	100% Inspection	10%
8	Job related injury reports submitted w/2 days?	Subsec. 6, C.	0/1	0003	100% Inspection	5%
9	Any alleged misconduct reported immediately to the COTR?	Subsec. 2, E.3.	0/1	0003	Complaint	10%

10	All employee investigations reported immediately to the COTR?	Subsec. 2, A.	0/1	0003	100% Inspection	5%
11	Employees do not discriminate against nor violate detainee's Civil Rights?	Subsec. 5	0/1	0003	Complaint	10%
12	All posts manned as required?	C.1, C.	0/1	0003	100% Inspection	15%

Total 100%

**KROME GUARD  
PERFORMANCE REQUIREMENT SUMMARY**

RS	Required Service	Ref PWS Section C Subsection	Accept/Reject	Applicable Line Item	Method of Surveillance	Maximum Payment Percentage for Meeting the PR
1	Logbooks properly maintained?	Subsec. 4, D.	0/1	0004	100% Inspection	20%
2	Post Orders available on every post?	Subsec. 4, A.	0/1	0004	Complaint	15%
3	Supervisor conducts post checks as required?	Subsec. 2, M.1.	0/1	0004	Complaint	20%
4	Posted Officers familiar with the post duties?	Subsec. 4, J.	1/2	0004	Random Sampling	20%
5	Employees sign in/out at start & end of shift?	Subsec. 2, M.3.	1/2	0004	Random Sampling	10%
6	Each Officer in complete prescribed uniform?	Subsec. 2, J.	1/2	0004	Random Sampling	15%

Total      100%



## QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

### 1. INTRODUCTION

This Quality Assurance Surveillance Plan (QASP) has been developed to implement OFPP Pamphlet 4, A Guide For Writing and Administering Performance Statements of Work for Service Contracts. It is designed to provide the Contracting Officer's Technical Representative (COTR) an effective and systematic surveillance method for each listed service on the Performance Requirements summary (PRS) in the contract.

#### 1.1. Systematic Method

The QASP provides a systematic method to evaluate the services the Contractor is required to furnish. It does not detail how the Contractor accomplishes the work. The plan uses a combination of OFPP Pamphlet 4 surveillance methods to adequately assure the Government of the Contractor's performance, while keeping the cost of surveillance within the requirements of OMB Circular A-76.

#### 1.2. Acceptable Quality Levels (AQL)

This QASP is based on the premise that the Contractor, and not the Government, is responsible for management and quality control actions to meet the terms of the contract. The Acceptable Quality Levels (AQLs) recognize that the Contractor is not a perfect manager and that unforeseen and uncontrollable problems occur. Good management and use of an adequate quality control plan will allow the Contractor to operate within the allowable AQLs. COTRs/Inspectors/Monitors are to be objective, fair, and consistent in evaluating Contractor performance against the contract standards.

#### 1.3. Sampling Procedures

The Government's primary quality assurance procedures are based upon random sampling of the recurring critical services of the contract, using the concepts of OFPP Pamphlet 4. Portions of the statement of work not covered by the PRS will be reviewed periodically (i.e., daily, weekly, monthly, quarterly) in accordance with FAR clause 52.246-4, Inspection of Services -- Fixed Price; see Section E. Formal customer complaints are an integral part of the Government surveillance plan. Customer complaints can and will highlight service problems. When random sampling indicates unsatisfactory performance, documented customer complaints can be used to support invoice reductions.

### 2. COTR/INSPECTOR EVALUATION SCHEDULE

The COTR will develop a monthly surveillance schedule, based on this surveillance plan's requirements. This monthly schedule shows where and what the COTR/Inspector is monitoring at all times. The monthly schedule will be completed not later than the last workday of the preceding month. Copies of the schedule shall be sent to the Contracting Officer. After it is filled in, the schedule shall be marked "FOR OFFICIAL USE ONLY" and must not be shown to the Contractor.

#### 2.1. Random Samples

Contract surveillance must cover all hours of operation. Random observations are schedules at night, on weekends and holidays when services are performed during these periods. Select the areas and times for random sampling using the procedures in the sampling guides. Annotate the selected inspection items/times on the schedule. When the sampling concept does not allow for specific selection of

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inspection items/times during the preceding month, show on the schedule the date and time the random sample selection will be accomplished.

**2.2. Periodic Samples**

Program any periodic surveillance into the schedule so as not to interfere with the sampling requirements.

**2.3. Changes to Schedules**

Changes to the monthly surveillance schedule will be posted weekly and copies sent to the Contracting Officer. Include documentation of the reasons for the changes.

**3. ACTUAL SURVEILLANCE**

Doing surveillance means using the surveillance plan called for in the monthly schedule. Actual surveillance should be comparable to the monthly schedule.

**3.1**

It is essential that the exact number of inspections in a random sample be accomplished. It is also essential that the exact number of periodic checklist inspections be done for an effective quality assurance system. A complete audit trail must exist from the monthly schedule, to observing the COTR/Inspector perform sampling, to completion of the surveillance checklist.

**3.1.1**

If less than the required number of inspections are made or inspections are made outside the randomly selected sample, the ability to project from random sample results to lot results is destroyed. If this should occur, consider the missed inspections acceptable. This will increase the Government's risk of accepting a defective lot.

**NOTE:** If random sampling is the method of surveillance covering a seven day service and surveillance is limited to five days, consider splitting the service into two separate PRS line items: the weekday service covered by random sampling, and the weekend service covered by customer complaint.

**3.1.2**

In either case, only those defects recorded by the COTR during scheduled surveillance may be used to determine the level of contract performance. Errors found in services not scheduled for observation should be brought to the Contractor's attention but not used to count as a defect for determining if the AQL has been met.

**3.1.3**

It may be necessary to overdraw the random sample by 10 percent or more to create a pool of randomly selected potential replacement samples since some original samples selected may not be surveilled, or additional samples may be needed due to changes in the lot size. If replacement samples are used they must be used in the order drawn for the time remaining in the month.

**4. RANDOM SAMPLING SURVEILLANCE**

When random sampling is the method of surveillance, record the results of the inspection on the tally checklist provided in the sampling guide. These documents then become the official record of the Contractor's performance.

**4.1.**

For areas surveilled by sampling, criteria are derived from OFPP Pamphlet 4 based on the lot size (number of times an event takes place per month), sample size, and AQL for each contract requirement. When the number of defects in the Contractor's performance discovered by the COTR/Inspector exceeds the allowable number defects, the Contractor's performance will be considered unsatisfactory. When a surveillance observation results in an unacceptable rating recorded on the front of the checklist, the specific reason for the unacceptable performance must be recorded on the back of the tally checklist.

**4.2.**

The Contractor is required to immediately correct, if possible, all defects detected during surveillance by the COTR. Any defects corrected by the Contractor shall still count as defects, as the sample also represents performance in the uninspected portion of the lot.

**4.3.**

During the month the COTR may receive customer complaints about the quality of the service or may observe unacceptable performance by the Contractor other than during a sample observation. These complaints and observations will be noted and should reinforce the accuracy of the sample results, but they will not be counted as a defect. Only defects discovered during sample observations will be counted when sampling is the method of surveillance. Only one surveillance method may be used during an inspection period to cause less than maximum payment for the listed service.

**4.4.**

If the number of defects recorded on the tally checklist exceeds the AQL, the COTR will determine the possible cause of this unacceptable performance. If any Government action or lack of action caused unacceptable performance, these defects shall not be counted. Any determination as to the reasons for the defects will not be shared with the Contractor as the Contractor must manage the corrective actions as deemed necessary to deliver the contract requirements.

**4.5.**

When the Government has caused the Contractor to perform in an unsatisfactory manner, the COTR prepares a letter to the responsible organization, requesting corrective action be taken. The COTR sends this letter to the organization through the Contracting Officer.

**5. INFORM CONTRACT MANAGER**

As a rule, the COTR must always contact the Contractor's manager or on-site representative and inform the manager of what was wrong. Allow the Contractor to correct the problem, if possible. There is no need to do this in writing. However, whenever possible, have the manager initial the entry on the tally or surveillance activity checklist. When the Contractor does not initial the checklist, the COTR must note on the back of the checklist where the defect is recorded, the time and method of notification, and the COTR's initials.

**6. CONTRACT DISCREPANCY REPORT (CDR)**

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If performance in any area is judged unsatisfactory, the Contractor is required to respond to a Contract Discrepancy Report (CDR). Normally CDRs are issued at the end of the month. But, if the failure is serious enough, the CDR will be issued at the time of the unsatisfactory performance.

**6.1.**

Not later than the third workday of the month following the surveillance, the COTR initiates the CDR and sends it, with the checklist, recording the unacceptable performance, to the Contracting Officer. (The COTR checks the Contractor's performance and documents any non-compliance. But only the Contracting Officer may take formal action against the Contractor for unsatisfactory performance). The Contracting Officer will evaluate the CDR and, if appropriate, sign and send it to the Contractor.

**6.2.**

The Contractor shall reply in writing, giving the reason(s) for unsatisfactory performance, the corrective action(s) to be taken to prevent recurrence, and the completion date of the corrective action(s).

**6.3.**

When completed and signed, the CDR, along with the surveillance checklist and any other appropriate forms, reports, etc., becomes the documentation supporting payment, nonpayment, or other necessary action.

**6.4.**

When a CDR is issued for a specific service, the Contracting Officer reduces the month's payment by an amount up to the percentages indicated in the Performance Requirements Summary. Since the Contractor is required (under the INSPECTION OF SERVICES Clause) to maintain an effective inspection system, the Contractor shall be presumed to have actual knowledge of work not performed, and written notice will not be a prerequisite to withholding payment for unperformed services. Payment reductions will not be delayed until the Contractor responds to the CDR in the event that INS determines to reduce the overall payment amount by the appropriate amount.

**6.5.**

If the Contractor does not achieve satisfactory performance in the specific service by the end of the next month, the Contracting Officer issues another CDR and reduces payment to the Contractor by the appropriate amount. When the Contractor's performance is unsatisfactory and a formal action is indicated, the COTR and the Contracting Officer meet to determine what action is appropriate for the specific circumstances.

**6.6.**

If a decision is reached not to take a monetary reduction, the reasons are documented. The Contracting Officer must indicate agreement with the decision by signing the CDR or other decision documentation.

**7. OTHER SURVEILLANCE METHODS**

For areas not surveilled by sampling, the Government reserves the right to use the Inspection of Services Clause in conjunction with the Statement of Work (see Section E). There are some contractual requirements of a general nature that do not properly fit under the random sampling concept. These are surveilled by customer complaint or by checklists (daily, monthly, etc.). Services surveilled by methods other than sampling shall have the surveillance results documented on the appropriate surveillance activity

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CDRs

checklist or customer complaint form. The recording of defects or unacceptable services are the same as described above.

## **8. SURVEILLANCE BY CUSTOMER COMPLAINT**

Certain contract requirements can best be monitored by the individual or activity receiving the service, or customer complaints may be used to supplement other surveillance information.

### **8.1.**

At the start of the contract, the COTR shall instruct customers responsible for submitting complaints on the proper method to complete the customer complaint record and on the requirements of the contract that pertain to them. Normally, each customer complaint is brought, either in person or by telephone, to the person checking contract performance (the COTR). Customers shall be required to submit the form during the daily shift when the discrepancy was discovered. A written copy of the specific contract requirements will be provided to the individual or activity supervisor. Several complaint forms shall be provided the customer at the end of the instruction period.

### **8.2.**

Once each quarter, the COTR will contact each customer involved to assure that there is an understanding of the contract requirements by all appropriate personnel and that there are sufficient forms available. The contact shall be scheduled on the COTR schedule.

### **8.3.**

When a complaint is received, the COTR will investigate, validate the complaint, and notify the Contractor of the defect.

### **8.4.**

The COTR will retain and file the complaint form. At the end of each month all validated complaints will be counted to determine if performance is satisfactory or unsatisfactory based on the criteria in the AQL column of the Performance Requirements Summary.

## **9. REDUCED INSPECTIONS**

When the Contractor's quality control plan works, good performance results. If the COTR's surveillance shows consistently good performance, the amount of surveillance can be decreased.

### **9.1.**

Inspection can be reduced when the following conditions have been met for any required service:

- a. The preceding four lots (that is, the last four months) have been acceptable.
- b. The number of defects in each of the preceding four lots is 50 percent or less of the acceptance number. For example, with an Acceptable Quality Level (AQL) of 6.5 percent and a sample size of 32, the acceptance number is 5. If two or less defects were found in each of the last four lots, reduced inspection could be used.
- c. The normal sample size was used in the last inspection.
- d. The Contracting Officer approves of reduced inspections.

### **9.2.**

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Reduced inspections decrease the sample size. In addition, the acceptance and rejection number change. See OFPP Pamphlet 4 for proper procedures.

**9.3.**

Inspection will be returned to normal the next month under the following conditions:

- a. When the number of defects exceeds the acceptance number under the reduced sampling or,
- b. The appropriate Assistant Director and the Contracting Officer deem it necessary to return to normal inspection.

**9.4.**

If during the first month of the return to normal inspection the number of defects found is again 50 percent or less of the acceptance level, a return to reduced inspection may be done the next month. If the number of defects found exceeds 50 percent, then normal sampling must be accomplished until four consecutive months of 50 percent or less of acceptance level defects are found.

**10. PAYMENT REDUCTIONS FOR UNSATISFACTORY PERFORMANCE**

Each month, Contractor performance will be compared to contract standards and acceptable quality levels using the performance requirements summary. Through the Inspection of Services clause, the Government can deduct from a Contractor's payment an amount equal to the services not provided.

**10.1.**

If performance of required service is unsatisfactory and the unsatisfactory performance is clearly the fault of the Contractor, an amount of money up to the percentage of total contract price stated on the Performance Requirement Summary may be deducted from the monthly invoice.

**10.1.1.**

As an example, suppose the Delivery Order showed this monthly contract price for services as shown below. The percentage cost of the required service is found by looking at the Performance Requirements Summary. In the example below the percentage cost of quality completed work is 10 percent. This is multiplied by \$100,000 to obtain the maximum amount of pay.

**10.1.2.**

If completed work was unsatisfactory during the month (that is, did not meet performance values), and the percent of the sample found good was 80 percent, \$8,000 would be paid in lieu of the \$10,000 payment normally due the Contractor.

**10.1.3.**

The payment amount is reduced because the Contractor failed to provide reliable, uniform services within the assigned performance requirements. Although some completed work may have met the standard during the month, the acceptable quality level was not met and at least 20 percent of the observations were defective. Hence, the total quality performance requirement has not been achieved; as a consequence, the service received is unsatisfactory.

**10.2.**

Example of unsatisfactory performance sampling deduction:

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- If: Quality of completed work is unsatisfactory (exceeded AQL of 6.5 percent)
- and: Contract price is \$100,000 for this month
- and: The proportion of required service to total contract price is 10 percent
- and: Sample size is 50
- and: Number of defects in the sample is 10 (Reject number is 8)

Then: Payment for quality completed work is:

Contract price	\$100,000
X Payment percentage	<u>.10</u>
	\$ 10,000
X Percent of sample good	<u>.80</u>
Payment for this service	\$ 8,000

**10.3.**

For areas not surveilled by sampling the percentage of the monthly contract price indicated on the Performance Requirements Summary will be reduced as above, except the defects are divided by the total lot.

Example:

- If: Contractor personnel in violation of safety requirements (zero defects allowed)
- and: The reduction for this activity is 1 percent
- and: The lot size is 50 employees
- and: The number of defects is 10

Then: Reduction from the current month's invoice is:

Contract Price	\$10,000
X Deduct Percentage	<u>.01</u>
	\$ 100
X Percentage of lot defective	<u>.20</u>
Reduction	\$ 20

**10.3.1.**

When areas are not surveilled by sampling, a defect will not be counted when the service can be reperformed, but the Contractor may be liable for the Government's reinspection costs.

**10.3.1.1.**

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For these areas that are surveilled on a less than monthly basis, the deduction will be taken from the month's invoice when that area was reviewed and found unsatisfactory.

**10.4.**

In the case of nonperformed work, the Government shall deduct from the Contractor's invoice all billings associated with such nonperformed work at the rates set out in Section B or required by other provisions of this contract. (All fractions of half hours shall count as a full half hour). To compensate the Government for administrative costs and other expenses resulting from the nonperformance, the Government will also deduct an additional ten (10) percent of the rate set forth in Section B for such work.

**10.5.**

The taking of deductions shall not be deemed to waive or limit any right of the Government under any DEFAULT & TERMINATION CLAUSES included in Section I, or the INSPECTION OF SERVICES clause in Section E. Depending on the Contractor's overall performance, (for example, repeated instances of nonperformance or unsatisfactory performance), the Government may issue a Cure Notice or a Show Cause letter or terminate the contract.

**11. REVISIONS TO QASP**

Revisions to this surveillance plan are the joint responsibility of the COTR and the Contracting Officer.

**12. SURVEILLANCE TERMS**

- a. Acceptable Quality Level (AQL) - The allowable leeway from a standard that can occur before the Government will reject the specific service. The number of defects in a lot (or the maximum percent defective in a lot) that, for purposes of sampling, may occur before the Government will effect the price computation system in accordance with the Performance Requirements Summary and the INSPECTION OF SERVICES Clause. An AQL does not allow the Contractor to knowingly offer defective service, but implies that the Government recognizes that defective performance sometimes happens unintentionally. As long as the percent of defective performance does not exceed the AQL, the service will not be rejected by the Government. The Contractor, however, must reperform the defective service when possible. The AQL limits reduced payment to circumstances in which defective performance results in a measurable reduction in the value of services rendered.
- b. Contract Discrepancy Report (CDR) - Form initiated by the COTR when any service is judged unsatisfactory. A formal, written documentation of Contractor non-conformance or lack of performance of contract work.
- c. COTR/Inspector Evaluation Schedule - The work sheet that shows what inspections are to be performed on which days of the week/month. It is determined by the COTR/Inspector before the start of each inspection period and provided to the Contracting Officer only. It is never revealed to the Contractor.
- d. Contractor - Both the prime Contractor and any subcontractors. The Contractor shall be responsible for all compliance with the provisions of this contract, including those services provided by the Contractor's subcontractors.



QUALITY ASSURANCE SURVEILLANCE PLAN

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- e. Contractor Representative - A supervisor or manager assigned in accordance with the Contractor Management clause in Section H.
- f. Cure Notice - A dated notice stating the Contractor's failure to comply with the specifications and a deadline to comply with the stated specification. Usually, ten days is the stated time to conform with the notice or face default.
- g. Customer Complaints - One of the criteria used to monitor the Contractor's performance.
- h. Defective Service - A unit of service which contains one or more defects, or nonconformance with specified requirements.
- i. Delivery/Task Order - A formal order for supplies/services placed against this contract and signed by the Contracting Officer.
- j. Facility - A separate individual building, structure, or other item of real property improvement, each item of which is subject to separate reporting and recording, OR a complete and usable single purpose/use grouping of buildings and structures.
- k. Lot - The total number of product or service outputs in a surveillance period from which a sample is to be drawn and inspected to determine performance in accordance with the standard, as defined in the AQL column of the Performance Requirements Summary.
- l. Percent of Sample Found Defective - Determined by dividing the number of defects by the sample size when the reject number has been equalled or exceeded. The resulting number is used to make an equitable reduction to the contract price for non-performance by the Contractor.
- m. Performance Requirements Summary (PRS) - A condensed listing of the tasks, standards, AQLs, surveillance methods and relative value of the services or products required by the PWS. The PRS identifies the key service outputs of the contract that will be evaluated by the Government to assure contract performance standards are met by the Contractor. The PRS usually appears as Technical Exhibit 1 of the PWS.
- n. Quality Assurance (QA) - The actions taken by the Government to assure services meet the requirements of the Performance Work Statement. The procedures used by the Government to inspect the Contractor's Quality Control program and provide control over the quality of services received to ensure satisfactory performance.
- o. Quality Assurance Surveillance Plan (QASP) - An organized written document prepared and used by the Government for Quality Assurance surveillance of the Contractor's performance. The document contains the Government's specific methods, sampling guides, checklists, decision tables, etc. used in determining whether the Contractor provided service meets quantity, quality, timeliness, effectiveness, and/or total cost standards.

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- p. Quality Control (QC) - The Contractor's inspection system which covers all the services to be performed under this contract (i.e., his/her method for identifying deficiencies in the quality of services performed before the level of performance becomes unacceptable). The actions that a Contractor takes to control the production of products or services so that they will meet the requirements stated in the contract.
- q. Random Sampling - A sampling method in which each service output in a lot has an equal chance of being selected for inspection. By this method of surveillance, a few individual items, selected at random, are examined and a conclusion drawn about the entire lot.
- r. Receiving Report - The receiving document, initiated by the Contractor or Contractor employee(s), indicating that services have been performed.
- s. Recurring Services - Those services which are identified in this contract as being performed on a recurring, periodic or standing basis.
- t. Rework - Work which, in the judgment of the Contracting Officer or the COTR, is not of an acceptable quality level, and must be corrected or reformed at no additional cost to the Government.