

2. CONTRACT NO. **ACL-2-C-0004** 3. SOLICITATION NO. **ACL-8-R-0076** 4. TYPE OF SOLICITATION: SEALED BID (FBI) NEGOTIATED (RFP) 5. DATE ISSUED **08/12/99** 6. REQUISITION/PURCHASE NO. **DET-99-251**

ISSUED BY **IMMIGRATION & NATURALIZATION SVC
ADMIN CTR LAGUNA NIGUEL (ROCAP)
P.O. Box 30080
Laguna Niguel, CA 92607-0080** CODE **WRO** 8. ADDRESS OFFER TO (if other than item 7)

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

SOLICITATION

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository listed in _____ until COB _____ local time **04/30/99** (Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L. Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: A. NAME **H. JOHN WOLFSLAU, IV** B. TELEPHONE NO. (include area code) (NO COLLECT CALLS) **(949)360- (b)(2)**

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ 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. 52-232-6) 10 CALENDAR DAYS % 30 CALENDAR DAYS % 60 CALENDAR DAYS % CALENDAR DAYS %

14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offers and related documents numbered and dated: AMENDMENT NO. DATE AMENDMENT NO. DATE)

15A. NAME AND ADDRESS OF OFFEROR: **Correctional Services Corpation
1819 Main St., Suite 1000
Sarasota, FL 34236** CODE FACILITY 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print): **James F. Slattery
President/CEO**

17. SIGNATURE: *[Signature]* 18. OFFER DATE: **12/1/99**

AWARD (To be completed by government)

19. ACCEPTED AS TO ITEMS NUMBERED: **ALL** 20. AMOUNT: **.00** 21. ACCOUNTING AND APPROPRIATION: **Funding to be issued on individual delivery orders.**

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: 10 U.S.C. 2304(c) (1) 41 U.S.C. 253(c) (1) 23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ITEM: **SEE G-3**

24. ADMINISTERED BY (if other than item 7) CODE 25. PAYMENT WILL BE MADE BY: **Immigration & Naturalization Service
Dallas Finance Center
1460 Prudential Drive, Dallas, TX 75247**

26. NAME OF CONTRACTING OFFICER (Type or print): **CAROL AMANO** 27. UNITED STATES OF AMERICA: *[Signature]* 28. AWARD DATE: **7/26/02**

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**BACKGROUND AND NEED:**

The Immigration and Naturalization Service (INS), an agency of the United States Department of Justice (DOJ), seeks to obtain a requirements contract for the temporary housing, safekeeping, transportation, and stationary guard services for detainees of all nationalities in its custody. The successful offeror is responsible for acquiring and operating a facility which is capable of housing up to a total of 500 (estimated maximum) detainee aliens. The INS is responsible for the detention of illegal aliens apprehended at the border and elsewhere.

The facility must be located within a radius of twenty-five miles of the Sea-Tac International Airport in the State of Washington. The Government will consider offers that can reasonably demonstrate the offeror's ability to acquire (either through construction, lease or other arrangement) a facility, if it can be ready and available for occupancy 240 days after contract award or sooner.

The Contractor shall operate the facility in compliance with the State of Washington law and the standards of the most recent edition of the American Correctional Association (ACA), Standards for Adult Local Detention Facilities; and the most recent edition of the National Commission on Correctional Health Care (NCCHC), Standards for Health Services in Jails. The Contractor shall obtain ACA accreditation within 24 months of contract award and NCCHC accreditation within 12 months of contract award.

The INS requires the contractor to provide a safe and secure environment for staff and detainees through effective operational procedures and physical security. The contractor shall continuously monitor programs and seek ways to reduce and control violence in the facility, respond effectively to emergencies, control the introduction of contraband/narcotics, control tools and other dangerous equipment, and maintain and operate secure posts/assignments for staff and detainees. Additionally, the contractor shall provide effective monitoring of detainee programs and staff performance and provide effective communication of policy, procedures, and operational practices through written instructions, post orders, policy statements and training.

PART I. BASE PERIOD:

THE CONTRACT SHALL COMMENCE WITHIN TWO HUNDRED FORTY (240) DAYS AFTER AWARD AND EXTEND FOR A PERIOD OF ONE (1) YEAR. THE CONTRACTOR SHALL RECRUIT STAFF, OBTAIN SUFFICIENT SUITABILITY CLEARANCES TO COMPLETELY STAFF THE POSTS AND COMMENCE OPERATIONS WITHIN THAT TWO HUNDRED FORTY (240) DAYS.

ITEM DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL PRICE	
0001. Detention Services	[REDACTED]	manday		[REDACTED]	(b)(4)
a. (0-350 detainees)			[REDACTED]	[REDACTED]	(b)(4)
b. (351-500 detainees)			[REDACTED]	[REDACTED]	
0002. Off-Site Guard Svcs					
[These hours are for guard services per detainee, while detainee is allowed outside the detention facility for medical purposes. Transportation miles to be reimbursed at a maximum, the approved federal travel allowance rate, which is currently \$0.365/mi.]					
a. Guard Services	[REDACTED]	manhour	[REDACTED]	[REDACTED]	(b)(4)
b. Transportation	[REDACTED]	mile	\$0.365/mi	[REDACTED]	
TOTAL ESTIMATED COST FOR THE BASE PERIOD:				[REDACTED]	(b)(4)

PART II. FIRST OPTION PERIOD:

COMMENCES UPON EXPIRATION OF THE BASE PERIOD AND EXTENDS FOR A PERIOD OF ONE YEAR.

ITEM DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL PRICE	
0001. Detention Services	[REDACTED]	manday		[REDACTED]	(b)(4)
a. (0-350 detainees)			[REDACTED]	[REDACTED]	(b)(4)
b. (351-500 detainees)			[REDACTED]	[REDACTED]	
0002. Off-Site Guard Svcs					

[These hours are for guard services per detainee, while detainee is allowed outside the detention facility for medical purposes. Transportation miles to be reimbursed at a maximum, the approved federal travel allowance rate.]

a. Guard Services	█	manhour	█	█	(b)(4)
b. Transportation	█	mile	<u>\$0.365/mi</u>	█	(b)(4)

TOTAL ESTIMATED COST FOR THE FIRST OPTION PERIOD: █ (b)(4)

PART III. SECOND OPTION PERIOD:

COMMENCES UPON EXPIRATION OF THE FIRST OPTION PERIOD AND EXTENDS FOR A PERIOD OF ONE YEAR.

<u>ITEM DESCRIPTION</u>	<u>EST. QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>	
0001. Detention Services	█	manday		█	(b)(4)
a. (0-350 detainees)			█		
b. (351-500 detainees)				(b)(4)	

0002. Off-Site Guard Svcs

[These hours are for guard services per detainee, while detainee is allowed outside the detention facility for medical purposes. Transportation miles to be reimbursed at a maximum, the approved federal travel allowance rate.]

a. Guard Services	█	manhour	█	█	(b)(4)
b. Transportation	█	mile	<u>\$0.365/mi</u>	█	(b)(4)

TOTAL ESTIMATED COST FOR THE SECOND OPTION PERIOD: █ (b)(4)

PART IV. THIRD OPTION PERIOD:

COMMENCES UPON EXPIRATION OF THE SECOND OPTION PERIOD AND EXTENDS FOR A PERIOD OF ONE YEAR.

ITEM DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL PRICE	
0001. Detention Services	[REDACTED]	manday		[REDACTED]	(b)(4)
a. (0-350 detainees)			[REDACTED]	[REDACTED]	(b)(4)
b. (351-500 detainees)			[REDACTED]	[REDACTED]	
0002. Off-Site Guard Svcs					
[These hours are for guard services per detainee, while detainee is allowed outside the detention facility for medical purposes. Transportation miles to be reimbursed at a maximum, the approved federal travel allowance rate.]					
a. Guard Services	[REDACTED]	manhour	[REDACTED]	[REDACTED]	(b)(4)
b. Transportation	[REDACTED]	mile	\$0.365/mi	[REDACTED]	
TOTAL ESTIMATED COST FOR THE THIRD OPTION PERIOD:				[REDACTED]	(b)(4)

PART V. FOURTH OPTION PERIOD:

COMMENCES UPON EXPIRATION OF THE THIRD OPTION PERIOD AND EXTENDS FOR A PERIOD OF ONE YEAR.

ITEM DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL PRICE	
0001. Detention Services	[REDACTED]	manday		[REDACTED]	(b)(4)
a. (0-350 detainees)			[REDACTED]	[REDACTED]	(b)(4)
b. (351-500 detainees)			[REDACTED]	[REDACTED]	

0002. Off-Site Guard Svcs

[These hours are for guard services per detainee, while detainee is allowed outside the detention facility for medical purposes. Transportation miles to be reimbursed at a maximum, the approved federal travel allowance rate.]

a. Guard Services	█	manhour	█	█	(b)(4)
b. Transportation	█	mile	<u>\$0.365/mi</u>	█	

TOTAL ESTIMATED COST FOR THE FOURTH OPTION PERIOD: █ (b)(4)

TOTAL ESTIMATED COSTS FOR THE BASE PERIOD AND ALL OPTION PERIODS, AGGREGATE TOTAL: \$115,366,920.00

End of Section B

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STATEMENT OF WORK

ACL-2-C-0004

DETENTION SERVICES, SEATTLE WASHINGTON

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I. 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 illegal aliens apprehended at the border and elsewhere. INS detainees traditionally are housed in Service Processing Centers (SPCs) and a variety of state, local and private facilities.

Due to a national jail space crisis, the ability of state, local, and federal governments to provide adequate detention space for federal prisoners has become limited, especially in major metropolitan areas (federal court cities). As a result, the INS must periodically contract for detention services with the private sector.

B. Explanation of Terms.

ACA Standards - The American Correctional Association Standards for Adult Local Detention Facilities, latest Edition.

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.

Bureau of Alcohol, Tobacco and Firearms (ATF) - an agency of the United States Department of Revenue.

Body cavities - Body cavities include the mouth, ears, nostrils, vagina, and rectum.

Center for Disease Control (CDC) - A public health service agency within the United States Department of Health and Human Resources.

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.

Commissary - An area or system where approved items are available for purchase by detainees.

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.

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

Contracting Officer's Technical Representative (COTR) - The INS employee(s) named in the contract who assist the CO in the performance of duties.

Contractor - The firm, individual or entity, following contract award, with whom the INS enters into this contract; the provider of services described in the statement of work.

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

Department of Justice (DOJ) - Refers to the Department of Justice, a department of the United States Government.

Designated Service Officer – Refers to the INS Officer-in-charge located on site.

Detainee - An individual confined within the facility under the authority of either the INS.

Detainee Records - Information concerning the detainee's personal, criminal and medical history, behavior and activities while in custody, including but not limited to detainers, personal property receipts, visitor list, photographs, fingerprints, disciplinary infractions and actions taken, grievance reports, miscellaneous correspondence, and forms prescribed as necessary by the USMS and the INS.

Detention Officers - Contractor's Uniformed staff members responsible for the security, care, transportation, and supervision of detainees during all phases of activity in a detention facility. The officer is also responsible for the safety and security of the facility. (INS Detention Officers are designated by including INS before detention officer.)

Digital intrusion - An intrusion of a body cavity by anyone, other than the detainee being searched, using a finger, thumb, tongue depressor, simple otoscope or short nasal speculum.

DIHS - Division of Immigration Health Services.

Disciplinary detention - A unit housing detainees who commit serious rule violations.

Drug Enforcement Administration (DEA) - An agency of DOJ.

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.

E.O.D. – [Entry on Duty]. The first day the employee begins performance at a designated duty station on this contract.

Executive Office of Immigration Review (EOIR) - an agency of DOJ.

Federal Bureau of Investigation (FBI) - An agency of DOJ.

Federal Bureau of Prisons (BOP) - An agency of DOJ.

FTS System - Federal telephone system.

Final Completion (alternatively, "final completion of construction) - The date the "Notice of Completion," (signifying that construction of the facility is completed), is recorded in the real estate records of the County of Seattle, Washington.

First Aid - 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.

Footcandle - A unit for measuring the intensity of illumination. Amount of light thrown on a surface one foot away from the light source equal to the lumen.

Government - Refers to the United States Government.

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

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

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 DOJ.

Intrusion - Entrance into any of the body cavities.

Justice Prisoner and Alien Transportation System (JPATS) - DOJ's prisoner transportation system operated by the USMS, sometimes referred to as the "airlift."

Lethal or Deadly Force - The force a person uses with the purpose of causing/or that they know, or should know, would create a substantial risk of causing death or serious bodily harm.

Life Safety Code - A manual published by the National Fire Protection Association (NFPA) specifying minimum standards for fire safety necessary in the public interest.

Manday – The rate charged for each individual detainee per day. Manday to include all costs (All costs to be inclusive of, but not limited to, direct & indirect costs, overhead and profit) to provide the required detention services as described in the Statement of Work.

Medical records - Separate records of all medical examinations, diagnoses, and treatments maintained by a responsible Health Authority. Upon transfer of the detainee to another facility, the medical record will be copied and made a part of the detainee case record.

Medical screening - A system of structured observation/initial health assessment to identify newly arrived adult inmates who pose a health or safety threat to themselves or others.

Non-contact visitation - A program that restricts detainees from having physical contact with visitors. Physical barriers usually separate the detainee from the visitors with screens and/or glass. Voice communications between the parties are typically accomplished with phones or speakers.

Office of Personnel Management (OPM) - An agency of the United States Government.

On-Call Guard Posts - Posts that shall be operated on demand by the COTR and shall include, but are not limited to, guarding detainees while awaiting hearings, consular interviews, INS interviews, awaiting arrival or departure of JPATS, other aircraft or vessels, and any other location requested by the COTR.

Pat down search - A quick patting of the prisoner's outer clothing to determine the presence of weapons.

Public Health Service (PHS) - An agency of the United States Department of Health and Human Services.

Physician - An authorized practitioner who is a graduate from a recognized college of medicine or osteopathy and licensed by the appropriate state board. This definition shall include "residents" who are qualified graduates of a recognized college (school) of medicine or osteopathy undergoing specialty training but who may be state licensed.

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

Preventive maintenance - A system designed to enhance the longevity and/or usefulness of buildings and equipment in accordance with a planned schedule.

Prisoner Day - For purposes of determining per diem "prisoner day" means day in or day out and all days in between. The contractor may charge for day of arrival or day of departure but not both.

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.

Professional Staff - Contractor staff employed in the Medical, Educational, Religious and Psychological disciplines.

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).

Restraint Equipment - this includes but is not limited to handcuffs, belly chains, leg irons, straight jackets, flexi-cuffs, soft (leather) cuffs, and leg weights.

Safety Equipment - Fire fighting equipment to be provided by the Contractor, including, but not limited to, chemical extinguishers, hoses, nozzles, water supplies, alarm systems, portable breathing devices, gas masks, fans, first aid kits, stretchers and emergency alarms. The contractor shall inspect all existing safety equipment for operational readiness.

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.

Service Process Centers (SPCs) – Refers to INS owned and operated facilities for housing detainees.

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.

Standards for Health Services In Jails (NCCHC) - Publication of the National Commission on Correctional Health Care (latest edition).

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

Strip Search - An examination of an inmate/detainee's naked body 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.

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

United States Customs Service (USCS) - An agency of the United States Department of Treasury.

United States Marshals Service (USMS) - An agency of DOJ.

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

C. INS Mission

The mission of the INS is to detain illegal aliens apprehended at the border and elsewhere. In implementing its mission, the INS Detention and Deportation Division is responsible for carrying out all orders for the required departure of aliens handed down in deportation proceedings, or prior thereto, and arranging for detention of aliens when such become necessary.

D. Objectives.

The INS is seeking a detention services contract for the housing and safekeeping of prisoners. The contractor must provide management, oversight, planning, maintenance and repair programs that assure maximum efficiency of the facility consistent with this contract and the missions of the INS.

The Contractor shall furnish, twenty-four (24) hours-per-day, seven (7) days per week, the necessary physical structure, equipment, facilities, personnel and services to provide a program of temporary residential care of detainee aliens of all nationalities in federal custody. The Contractor shall furnish separated living quarters as follows:

1. Adult male detainees - 420 beds, as follows:

- a. 20 beds divided into multiple occupancy rooms, no room to house more than twenty (20) detainees.
- b. 400 beds divided into multiple occupancy rooms, no room to house more than fifty (50) detainees.

2. Adult female detainees - 80 beds, as follows:

- a. 30 beds divided into multiple occupancy rooms, no room to house more than twenty (30) detainees.
- b. 50 beds divided into multiple occupancy rooms, no room to house more than fifty (50) detainees.

NOTE: EXACT RATIOS CANNOT ALWAYS BE MAINTAINED. UNDER NO CIRCUMSTANCES ARE MALE AND FEMALE DETAINEE'S TO BE HOUSED IN THE SAME ROOM. THERE SHALL BE NO PROVISION IN THIS CONTRACT TO HOUSE JUVENILES. INS COTR RETAINS THE DISCRETION TO ASSIGN DORM PLACEMENTS.

E. Scope of Work.

The term of this contract will be one base year with 4 option years.

The contractor shall furnish the necessary facility, equipment and personnel to provide management oversight and operation of the facility as defined in this contract. The contractor's facility and operations shall be consistent with contemporary professional detention practices and the following nationally recognized standards:

1. Standards for Adult Local Detention Facilities, latest edition, Commission on Accreditation for Corrections, American Correctional Association.
2. Standards for Health Services in Jails, latest edition, National Commission on Correctional Health Care.
3. Life Safety Code, current edition, National Fire Protection Agency.

Additionally, the contractor's facility and operations shall be consistent with the following locally recognized standards and laws:

1. Washington Administrative Code,
2. Washington State Energy Code,
3. Uniform Fire Code,
4. International Plumbing Code,
5. Uniform Mechanical Code.

Accomplishment of ACA and Washington standards is augmented by INS policy and/or procedure. In these instances, the SOW outlines direction for the enhanced requirements.

Unless explicitly stated otherwise in the contract, the contractor is responsible for all costs associated with and incurred as part of providing the services outlined in this SOW.

F. ACA Accreditation.

The contractor is required to perform in accordance with all standards of the most current edition of the American Correctional Association (ACA), Standards for Adult Local Detention Facilities, latest edition. The contractor shall obtain ACA accreditation within 24 months of contract award and shall remain ACA accredited and maintain continual compliance with all ACA standards and supplements during the performance of this contract, unless otherwise specified by the INS.

The contractor shall notify the CO and COTR when ACA accreditation has been achieved. The contractor shall also notify the CO and COTR 30 days prior to ACA accreditation expiration

and/or renewal. Failure to perform in accordance with the ACA standards or to obtain ACA accreditation within 24 months, or to maintain accreditation during the performance of this contract shall, at a minimum, result in a reduction of the contract price in accordance with the contractor's Inspection of Services Clause and the Quality Assurance Plan and Incentives set forth in Section II.A (page C-10)

G. NCCHC Accreditation.

The contractor is required to perform in accordance with all standards of the most current edition of the National Commission on Correctional Health Care (NCCHC). The contractor shall obtain NCCHC accreditation within 12 months of contract award and shall remain NCCHC accredited and maintain continual compliance with all NCCHC standards and supplements during the performance of this contract, unless otherwise specified by the INS.

The contractor shall notify the CO and COTR when NCCHC accreditation has been achieved. The contractor shall also notify the CO and COTR 30 days prior to NCCHC accreditation expiration and/or renewal. Failure to perform in accordance with the NCCHC standards or to obtain NCCHC accreditation within 12 months, or to maintain accreditation during the performance of this contract shall, at a minimum, result in a reduction of the contract price in accordance with the contractor's Inspection of Services Clause and the Quality Assurance Plan and Incentives set forth in Section II.A (page C-10)

H. Conflicts.

All services and programs must comply with the SOW, and all applicable state and local laws, regulations, and detainee court orders. Should a conflict exist between any of the aforementioned standards, the most stringent shall apply. When a conflict exists and a conclusion cannot be made as to which standard is more stringent, the CO shall determine the appropriate standard.

The COTR does not have the authority to modify the stated terms of the contract, or to approve any action that would result in additional charges to the government. The CO must make all such changes in writing.

I. Plans.

The solicitation and resulting contract requires the contractor to provide or make available and maintain various plans. Examples of these types of plans include, but are not limited to, the Operations Manual, the Policy and Procedures Manual, Quality Assurance Plan, Facility Staffing Plan, and Training Plan. Whether required by this SOW or incorporated in this contract with the contractor's Proposal, the contractor shall adhere to all plans requested and incorporated in the resulting contract.

II. REQUIREMENTS

CHAPTER 1 GENERAL ADMINISTRATION, ORGANIZATION AND MANAGEMENT.

The INS requires the contractor to provide a safe and secure environment for staff and detainees through effective operational procedures and physical security. The contractor shall continuously monitor programs and seek ways to reduce and control violence in the facility, respond effectively to emergencies, control the introduction of contraband/narcotics, control tools and other potentially dangerous equipment, and maintain and operate secure posts/assignments for staff and detainees. Additionally, the contractor shall provide effective monitoring of detainee programs and staff performance and provide effective communication of policy, procedures, and operational practices through written instructions, post orders, policy statements and training.

A. Quality Control Plan.

The contractor shall provide an overall Quality Control Plan (QCP) that addresses critical, measurable operational performance standards for the services required under this contract. The QCP is the contractor's program for ensuring that its services are maintained at a uniform and acceptable level. The contractor shall incorporate in the QCP a periodic system that reviews and updates the changes to all plans, policies and procedures. The QCP shall include a monthly audit that shall include the performance review of the facility operations for compliance with the QCP and compliance with the requirements of this contract. The contractor shall notify the government 48 hours in advance of the audit to ensure the COTR is available to participate. The contractor's QCP shall be capable of identifying deficiencies, appropriate corrective actions(s) and timely implementation plans(s) to the COTR.

After the contract is awarded, the contractor shall submit any proposed changes to the QCP to the CO. The CO will review, approve, disapprove, or request modifications to the amended program.

B. Quality Assurance Plan.

This Quality Assurance Plan (QAP) has been developed pursuant to the requirements of the Statement of Work, Section C, in Contract number _____. This plan sets forth procedures and guidelines that the Department of Justice, Immigration and Naturalization Service will use in evaluating the technical performance of the Contractor, _____. A copy of this plan will be furnished to the Contractor so that he/she will be aware of the methods that the Government will employ in evaluating his/her performance.

A. Purpose Of The Qap

1. The QAP is intended to accomplish the following:
 - 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 is assessing the Contractor's performance;
- d. Provide copies of the quality assurance monitoring form that will be used by the Government in documenting and evaluating the Contractor's performance; and
- e. Describe the process of performance documentation.

2. The Contractor has developed a Quality Control Plan (QCP) which sets forth procedures and responsibilities for controlling high quality work. The Contractor has designated his employee, Assistant Facility Administrator, to be responsible for implementation of the QCP.

B. Roles And Responsibilities Of Participating Government Officials

The following Government officials will participate in assessing the quality of the Contractor's performance. Their roles and responsibilities are described as follows:

1. **George L. Morones, Blake H. Brown and Teri Tremper** will serve as the Contracting Officer's Technical Representative and Quality Assurance Specialist (COTR/QAS) and be responsible for monitoring, assessing, recording and reporting on the technical performance of the Contractor on a day-to-day basis. They will have primary responsibility for completing "Quality Assurance Monitoring Forms" which they will use to document their inspection and evaluation of the Contractor's work performance. It is extremely important for the COTR/QAS:

To establish and maintain a congenial line of communication with the Contractor's Warden and the Warden's office staff because of the constant daily contact that is necessary in performing monitoring functions. The COTR/QAS, CO, and Warden must work together as a team to ensure that required work is accomplished in an efficient and proper manner. There should be no hesitation to call special meetings to discuss and resolve serious problems. Less serious problems should be discussed and resolved at regularly scheduled meetings.

2. **John Wolfslau** will serve as the Contract Administrator (CA) and have overall responsibility for overseeing the Contractor's performance. He will also be responsible for the day-to-day monitoring of the Contractor's performance in the areas of contract compliance, contract administration, cost control and property control; reviewing the COTR/QAS's assessment of the Contractor's performance; and resolving all differences between the COTR/QAS's version and the Contractor's version. All planned additions and modifications resulting in additional bed space and facility's structure or must be approved by the CO prior to commencement. The CO may call upon the expertise of other Government individuals as required. The Contracting Officer's procurement authorities include the following:

- a. Final authority for any decisions which produce an increase or decrease in the scope of the contract;
- b. Final authority for any actions subject to the “Changes” clause;
- c. Final authority for any decisions to be rendered under the “Disputes” clause;
- d. Final authority for negotiation and determination of indirect rates to be applied to the contract;
- e. Final authority to approve the substitution or replacement of the Project Manager and other key personnel;
- f. Final authority to monitor and enforce Department of Labor promulgated labor requirement;
- g. Authority to arrange for and supervise QA activities under the contract;
- h. Final authority to approve the Contractor’s Quality Control Plan;
- i. Signatory authority for the issuance of all modifications to the contract.

C. Methodology To Be Used To Monitor The Contractor’s Performance

The Government through its COTR/QAS will be monitoring the Contractor’s performance on a continuous basis.

- 1. 100 Percent Inspection: This is usually the most appropriate method only for infrequent tasks or tasks with stringent performance requirements, e.g., where safety or health is a concern. With this method, performance is inspected/evaluated at each occurrence. One hundred percent inspection is too expensive to be used in most cases.
- 2. Random Sampling: This is usually the most appropriate method for recurring tasks. With random sampling, services are sampled to determine if the level of performance is acceptable. Random sampling works best when the number of instances of the services being performed is very large and a statistically valid sample can be obtained.
- 3. Periodic Inspection: This method, sometimes called “planned sampling,” consists of the evaluation of tasks selected on other than a 100 percent or random basis. It may be appropriate for tasks that occur infrequently, and where 100 percent inspection is neither required nor practicable.
- 4. Customer Complaint: This method is reserved for highly visible items of performance. These items will be readily noticeable when not performed. In performing the daily personnel accountability inspections (contract employees and the detainees) these issues will be readily observed or disclosed.

D. Quality Assurance Reporting Form

- 1. The COTR/QAS will use one quality assurance-monitoring form (Section J – attachment 7) to document and evaluate the Contractor’s performance under the contract.

The form when completed will document the COTR/QAS's understanding of what the Contractor was supposed to do, what was actually done, and the impact or consequences of what was done.

2. The COTR/QAS will judge each event in accordance with the following definitions of contractor performance:
 - a. Satisfactory
 - b. Unsatisfactory
3. The COTR/QAS must substantiate all items, which he/she judges to be indicative of "Unsatisfactory."
4. The COTR/QAS will forward copies of all completed QA monitoring forms to the CO and Contractor by close of business on the day the forms were prepared. The Contractor is required to respond in writing to any negative QA monitoring form(s) within 5 working days after receipt of the form(s).

E. Analysis Of Surveillance Results

1. The CO will review each QA monitoring form prepared the COTR/QA. When appropriate, the CO may investigate the event further to determine if all the facts and circumstances surrounding the event were considered in the COTR/QA's opinions outlined on the form. The CO will immediately discuss every event receiving a substandard rating with the Contractor to assure that corrective action is promptly initiated.

C. Policies and Procedures Manual.

At a minimum, the Policies and Procedures Manual shall address the following matters: organization, recruitment procedures, equal employment opportunity, job qualifications, drug screening, job descriptions and responsibilities, salaries and fringe benefits, holidays, leave and work hours, personnel records, employee evaluations, training, promotion, retirement, resignation and termination, employee-management relations, standards of conduct, hostage policy, disciplinary procedures, and grievance procedures. The Policy and Procedures Manual may also address the subjects listed in Chapter 2 of this SOW. A copy of the Policy and Procedures Manual must be made available to employees at the facility. The contractor shall provide documentation demonstrating that all employees have received a copy of the manual.

D. Facility Staffing Plan, Organizational Chart, Key Personnel.

The contractor shall provide a staffing plan that addresses minimum staffing requirements, minimum personnel qualification standards, special personnel requirements, and key personnel to be employed in connection with this contract and as outlined in Chapter 3 of this SOW.

The contractor shall provide an organizational chart that describes the structure of authority, responsibility and accountability within the facility. This chart shall be updated as necessary and

available for review by the CO upon request. All changes to the facility's organizational chart shall be reviewed and approved by the CO prior to implementation.

The contractor shall provide resumes for all key personnel defined in Chapter 3 of this SOW. The CO must approve all key personnel before they perform any duties under this contract.

E. Background Investigations.

It is essential that all employees meet the highest standards of professionalism and personal integrity. The contractor shall perform limited background investigations for all employees and prospective employees as required in Chapter 4 of this SOW.

F. Training Program.

The contractor shall establish an overall training program for all employees which incorporates, at a minimum, the training requirements set forth in ACA Standards and Chapter 5 of this SOW. The contractor's training plan shall establish training requirements for all categories of personnel, including clerical/support employees, support employees, security/correctional officers, and administrative and managerial employees. The training plan shall include course descriptions, detailed lesson plans that include subject matter and methods of presentation, course objectives, student evaluation procedures, proficiency testing (if required), instructor(s) and instructor qualifications, and the location and duration of training. The training plan shall be submitted to the COTR for review and approval by the COTR no less than 30 days after contract award.

G. Operations Manual.

The contractor shall provide an Operations Manual (Manual) that delineates the contractor's written policies and procedures for operating and maintaining the facility. The Manual shall describe the purpose, programs, services, policies and procedures of the facility for all elements of work under this contract, including, but not limited to, security and control of inmates (Chapter 6), transportation and stationary guard services (Chapter 7), health care services (Chapter 8), the physical plant (Chapter 9), fire safety, emergency plans and equipment (Chapter 10), sanitation and hygienic living conditions (Chapter 11), detainee admission and release (Chapter 12), detainee rights, rules, discipline and privileges (Chapter 13), food services plan (Chapter 14), mail, visitation, telephones, commissary, and detainee accounts (Chapter 15), and logs, records and reports (Chapter 16). The policies and procedures must meet INS ACA Standards, Section J, and must be consistent with INS policy as directed by the CO.

1. The contractor shall operate according to the Manual and shall provide a system that ensures all written plans, policies, and procedures are reviewed at least annually and updated as necessary. The contractor shall provide written certification to the COTR that the review has been conducted.
2. The Manual shall be made 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 certifications and make them available to the COTR upon request.

3. The COTR must approve changes to the Manual during the performance of the contract. Additionally, a copy of the Manual shall be submitted to the COTR 30 days after contract award.

H. Health Care Services Program.

The Contractor shall provide for the necessary space required of the health care services under the control of a designated health authority to include on-site health care that meets or exceeds the NCCHC guidelines and the requirements established in the INS Health Care Program Policy Manual, as amended. In-house, on-premises health care is provided at by the INS Division of immigration Health Services. Off-premises health care is provided and arranged by the contractor and coordinated with the COTR, and paid by the INS. The contractor's health care program shall include the services outlined in Chapter 8 of this SOW and shall comply with the Standards for Health Services in Jails, latest edition, National Commission on Correctional Health Care (NCCHC).

I. Physical Plant.

The contractor shall provide a current schematic drawing of the physical plant that demonstrates compliance with the requirements of the ACA Standards for Adult Local Detention Facilities, and all applicable state, county and local codes. The facility shall be capable of providing medium to maximum security for INS detainees and meet the requirements set forth in Chapter 9 of this SOW. The contractor shall assume full responsibility for the operation, maintenance and security of the facility. The contractor shall begin accepting detainees no later than 90 days after final completion of construction. Designations to the facility are anticipated to occur simultaneously at an estimated rate of not less than 40 per week.

J. Fire Safety, Emergency Plans and Equipment.

The contractor shall provide the COTR with copies of all certificates of compliance indicating that the facility has met all applicable federal, state and local fire, safety and health codes. These certificates shall be submitted prior to occupancy by the INS or within 30 days after final completion of construction. The contractor also shall meet the requirements set forth in Chapter 10 of this SOW.

K. Sanitation & Hygienic Living Conditions.

The contractor shall develop a sanitation program and establish hygienic living conditions that are in compliance with all applicable federal, state and local laws, statutes, regulations, codes and the requirements set forth in Chapter 11 of this SOW.

L. Food Services Plan.

The contractor shall provide meals that are nutritionally balanced, well planned, and prepared and served in a manner that meets established governmental health and safety codes, and the requirements set forth in Chapter 14 of this SOW. The contractor shall furnish sample menus and documentation that a registered dietician or nutritionist has reviewed the menu and shall

certify compliance with the dietary allowances published by the National Academy of Sciences. The documentation shall be provided to the COTR prior to occupancy by the INS or within 30 days after contract award.

CHAPTER 2 - PERSONNEL.

The contractor shall furnish managerial, administrative, and security personnel to accomplish all work required. The contractor shall provide full time and/or part time personnel to assure continuity of staff coverage, to accept, house, supervise, discharge, and perform all ancillary functions of this contract while in custody of detainees 24 hours a day, 7 days a week. The INS reserves the right to require the contractor to remove, suspend or reassign employees under this contract.

A. Monthly Meetings.

The contractor shall participate in monthly meetings of a liaison committee, established by the INS. This committee may consist of representatives of the following: EOIR, the United States Attorneys Office for the Western District of Washington and appropriate INS personnel.

B. Standards of Employee Conduct.

The contractor shall develop standards of employee conduct and specific disciplinary actions that are consistent with the following Federal Standards of Conduct. 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. No employee may deal with any detainee except in a relationship that supports the approved goals of the facility. Specifically, employees must never accept any personal (tangible or intangible) gift, favor or service, from any detainee or from any detainee's family or close associate no matter how trivial the gift or service may seem, for themselves or any members of their family. In addition, no employee shall give any gift, favors, or service to detainees, their family, or close associates.
3. No employee shall enter into any business relationship with detainees or their families (example - selling, buying or trading personal property).
4. No employee shall have any outside or social contact (other than incidental contact) with any detainee, his or her family, or close associates, except for those activities which are part of the facility program and a part of the employee's job description.
5. All employees are required to report to the Warden any violation or attempted violation of these standards.

6. The contractor shall report all violations or attempted violations of the standards of conduct (referred to in this section) or any criminal activity to the COTR. Violations may result in employee dismissal by the contractor or at the discretion of the INS. Failure on the part of the contractor to report a known violation or to take appropriate disciplinary action against offending employee or employees shall subject the contractor to appropriate action up to and including termination of the contract for default.
7. The contractor shall provide all employees with a copy of the contractor's Standards of Conduct. All employees must certify in writing that they have read and understood these rules. A record of this certificate must be provided to the COTR prior to the employee's beginning work under this contract.
8. The responsibility for providing necessary translators or bi-lingual personnel for necessary communication with detainees who do not speak or comprehend the English language is with the Contractor. Other than in emergency situations, detainees shall not be used for translation services. The Contractor may utilize commercial phone language interpretive services to fulfill this requirement.

C. Random Drug Testing.

Drug screening for cause may be required by the INS at any time. If the contractor has a random drug-screening program, the results of each screening shall be provided to the COTR immediately. Drug screening shall be ordered and accomplished at contractor's expense.

D. Health Requirements for Detention Officers.

The contractor shall not assign at any time any employee to work under this contract that is not in good health, without physical defects or abnormalities which would interfere with performing detention duties. All Detention Officers who work under this contract must have passed a medical examination conducted and approved by a licensed physician within 30 days prior to initial assignment. Prior to the officer's initial assignment or reassignment to the facility the contractor shall certify in writing to the COTR that each Detention Officer is in full compliance with the following:

1. Detention Officers must be free from any serious physical illnesses, ailments, or maladies, including epilepsy, or other diseases that may be transmitted to and result in the disablement of other persons.
2. Detention Officers must have binocular eyesight and be able to distinguish primary colors. Detention Officers must be able to read at least 20/60 in each eye without the use of corrective lenses or must be able to read at least 20/20 in each eye with corrective lenses. Any Detention Officer whose driver's license requires corrective lenses must wear them while on duty.
3. Detention Officers are required to be able to hear adequately. Adequate hearing is hearing with normal speech range not to exceed a loss of 30 decibels in both ears, or 35 decibels in the poorer ear, without the use of hearing aids.

4. No Detention Officer can be accepted who has heart, lung, skeletal, or other physical defects that would impair his or her ability to perform effectively in either normal or emergency situations.
5. All Detention Officers shall possess unimpaired use of hands, arms, legs, and feet. Detention Officers must be able to run when necessary, and must be capable of handling portable fire extinguishers, building fire hoses, and related equipment.
6. Detention Officers shall be able to wear all necessary equipment, or other protective items for civil disorders or rescue work.
7. Detention Officers must be mentally alert and emotionally stable; absence of detectable neurotic or psychoneurotic conditions that would adversely affect their ability to act properly during situations involving mental stress is required.
8. Any changes in a Detention Officer's health status as it pertains to items (1) through (7) above, shall be immediately reported to the COTR.

E. Removal From Duty.

If the COTR or the contractor receives disqualifying information on a contractor employee, the contractor shall (upon notification by the CO) immediately remove the employee from performing duties under this contract or any other INS contracts. The contractor must comply with all such directions. When any employee is removed from duty under these circumstances, the contractor shall revoke the employee's identification credentials and properly complete any required dispositions. The contractor shall immediately notify the CO when the employee is removed from duty.

1. 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 that the contractor immediately remove from assignment to this contract any employee who has been disqualified for either security reasons or for being unfit to perform his or her required duties as determined by the COTR or CO. The contractor shall immediately notify the COTR when the employee is removed from duty. The contractor must comply with this direction. A determination of being unfit for duty may be made from, but is not limited to, incidents involving the most immediately identifiable types of misconduct or delinquency set forth below:
 - a. 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;

- b. 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;
- c. Theft, vandalism, immoral conduct, or any other criminal actions;
- d. Selling, consuming, or being under the influence of intoxicants, drugs, or substances which produce similar effects;
- e. Unethical or improper use of official authority or credentials;
- f. Unauthorized use of communication equipment or Government property;
- g. Misuse of weapons;
- h. Violations of security procedures or regulations;
- i. Recurring tardiness;
- j. Possession of alcohol or illegal substances while on duty;
- k. Undue fraternization with detainees as determined by the COTR;
- l. Repeated failure to comply with visitor procedures as determined by the COTR;
- m. Performance, as determined by investigation by the CO involving acquiescence, negligence, misconduct, lack of diligence, good judgement, and/or good common sense resulting in, or contributing to, a detainee escape;
- n. Failure to maintain acceptable levels of proficiency or to fulfill training requirements;
- o. Changes in an employee's ability to meet the physical and/or mental health requirements of this contract.

F. Tour of Duty.

The contractor shall not assign nor permit any uniformed employee (Detention Officer) to work under this contract more than a total of 12 hours of any 24-hour period. This shall include time employed not within the scope of this contract. All employees shall have a continuous 8-hour rest period within each 24-hour period.

In the event of a Facility Disturbance, the Contractor will advise COTR of situation and may work employees beyond the 12-hour limit until order is restored.

G. Notification of Adverse Personnel Actions.

The contractor shall immediately notify the COTR of any employee(s) terminations, suspensions, resignations, or any other adverse personnel actions taken for any reason.

H. Conflicts of Interest.

The contractor may not employ any person who is currently an employee of the DOJ, or any person whose employment will present an actual or apparent conflict of interest.

I. Personnel Files.

All personnel files shall be available to the CO upon request. Personnel files, including background checks shall be maintained for the duration of the employee's tenure under the contract. Verification of training and experience shall include credentials for all professional staff. All credentials shall be kept current and maintained for the duration of the individual's performance under this contract. This requirement also applies to subcontractor personnel and volunteers.

J. Minimum Personnel Qualification Standards.

The contractor shall ensure each person employed by his firm or any subcontractor(s) shall have a Social Security Card issued and approved by the Social Security Administration. They shall be a United States Citizen, a naturalized citizen, or a lawful permanent resident (LPR), and possess a high school diploma, or equivalent (GED), and have no criminal record.

The following standards also apply:

1. Supervisors must be trustworthy individuals who have a minimum of 1-year successful detention experience in supervisory positions, or who have been advanced into supervisory positions through normal merit promotions within the contractor's organization.
2. All employees (who have direct daily contact with detainees) shall be a minimum of 21 years of age. This age requirement may be waived for veterans of the Armed Forces after written requests are made by the contractor to the COTR.
3. All employees whose duties may involve the operation of a motor vehicle under this contract must be licensed for the type of vehicle to be driven.
4. At a minimum, employees shall have at least 1 year of experience that demonstrates the following:
 - a. The ability to greet and deal tactfully with the general public;

- b. A clear capability of understanding and applying written and verbal orders, rules, and regulations. All personnel shall be literate to the extent of being able to read and interpret printed rules and regulations, detailed written orders, training instructions and materials, and must be able to compose reports that contain the informational value required by such directives.
- c. Each Detention Officer shall possess good judgment, courage, alertness, an even temperament, and render satisfactory performance by conscientiously acquiring a good working knowledge of their position responsibilities.
- d. The ability to maintain poise and self-control during situations that involve mental stress; this entails being able to withstand the accompanying excitement of fires, explosions, civil disturbances, and building evacuations.
- e. Any type of military service may be credited toward meeting the requirements in (1) through (4) above. Where experience needs to be substituted in lieu of the required education, or vice versa, a written request for the necessary waiver shall be made by the contractor for each employee affected. All waiver requests shall be transmitted through the COTR to the CO for review and approval prior to any employee being assigned to duty under this contract.

K. Professional Personnel Requirements.

The contractor shall employ professional personnel, including subcontractors, whose qualifications are commensurate with job responsibilities and authority levels of corresponding positions, including appropriately verified licensure or certification. All of the contractor's professional staff must have graduated from an accredited school commensurate with their particular job responsibilities and be licensed in that discipline. All applicable professional staff shall possess a current valid license/registration, in the state in which they are practicing.

1. Contract Work Practices

The Contractor is responsible for maintaining the integrity of the security program with respect to the following codes:

a. Wearing of Uniforms

All Contractor employees shall wear the same prescribed uniform while on duty. Employees shall not enter on duty until they have been issued and are wearing complete uniforms. All uniforms shall be clean, neat and in good order.

- 1. The Contractor shall, prior to the contract performance date, submit with the contract requirements.
- 2. Contractor shall ensure each officer has a complete uniform while performing assignments under this contract. A complete uniform will

include: appropriate shirt, pants, belt, cap (optional), shoes/boots, and winter equivalent with jacket as necessary. The Contracting Officer shall have the right to approve or disapprove any uniform apparel.

The design of the Contractor's uniforms shall not be closely similar to those worn by INS officers. The color of the Contractor's uniforms shall be a color that has been accepted for use by large Security organizations in the United States. All protection force personnel performing under this contract shall wear uniforms of the same style and color.

Appropriately lettered breast badges and cap insignia that indicate the jurisdiction from which guard authority is derived shall be worn and be prominently displayed as part of each uniform. Shoulder patches with lettering to show the identity of the Contractor shall be worn on the left shoulders of all uniform items. Identification nametags shall be worn over the right breast shirt pocket. Other identification of the Contractor shall not be worn or be displayed on uniforms. These requirements also apply to supervisors who perform contract work. All guards assigned to the INS Service Processing Centers shall be required to wear uniforms at all times while on duty.

NOTE: Uniforms and equipment do not have to be new, but shall be in good condition and meet the standards* at time of the daily roll call.

*Officers not in proper uniform shall be considered "not ready for duty/not on duty" until properly uniformed.

b. Identification Credentials

The Contractor shall ensure that its employees have all of the required identification credentials in their possession at all times while on the premises. The Contractor identification credential document required by INS shall contain the following for each employee:

- 1) A photograph that is at least one inch square. The photograph shall show the full face and shoulders of the employee and shall be no more than 30 days old at the time the credential is issued.
- 2) 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.
- 3) Date of issuance.
- 4) Signature of employee.

5) Identification of and validation by the issuing authority. Credentials issued by Federal or local Government agencies other than INS may be used to satisfy this requirement, provided that all guards working under this contract are issued credentials which have been approved by the COTR before they enter on duty. The identification credential shall be no more than three years old.

If additional forms of identification are required during the contract term, it shall be the Contractor's responsibility to obtain from the Government, all such credentials and furnish them to his employees. These credentials shall also be subject to approval by the COTR prior to being issued.

The Contractor shall void and dispose of all identification credentials for employees who are terminated and relieved from performing any further requirements under this contract.

c. Encroachment

The Contractor shall not permit his employees to disturb papers on desks, open desk drawers or cabinets, or use Government equipment and telephones for any purpose other than as authorized by INS. Contractor employees shall not enter any restricted areas of the facility unless it is necessary for the performance of their duties.

d. Personnel Professionalism

The Contractor shall assure that employees meet the standards of competency, training, appearance, behavior and integrity as indicated elsewhere in this contract. When necessary, the Contractor will effect disciplinary or adverse action against employees who disregard those standards.

2. Equipment, Supplies and Instructions Furnished by The Contractor:

The Contractor shall furnish, install, operate and maintain in acceptable condition, at no additional cost to the Government, all equipment and supplies necessary for performance under this contract including, but not limited to, the following:

- a. Access to telephones, copying machines, fax machines, computer equipment, and typewriters that are necessary for performing the contract as determined by the COTR.
- b. Buildings, structures or space for the administration of the contract as deemed necessary by INS.
- c. Post orders at each postposition, to include instructions for emergency evacuation. Instructions shall not be removed from the designated post or from the

Government facility, nor shall they be reproduced or copied in any manner unless authorized, in writing, by the COTR.

- d. Disposable plastic gloves for search of detainees.
- e. Forms and ledgers necessary to prepare reports and schedules.
- f. Radio equipment necessary for communication within the Seattle Processing Center.
- g. One operational flashlight with batteries and belt holder for each officer.
- h. Inclement weather apparel.

L. Collective Bargaining Units.

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

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

CHAPTER 3 - STAFFING PLAN

The contractor shall, at all times, staff the facility to accommodate the maximum rated capacity of the facility.

A. Minimum Staffing Requirements.

The contractor shall provide trained, paid, uniformly dressed and alert detention/security staff on site to provide for and maintain the security, control, custody, and supervision of detainees at the facility,

1. Detention Officers of both sexes shall be on duty at all times.
2. Security staffing must be sufficient to cover the security posts outlined in the proposal. Such staff must be complemented by on-site administrative staff.

3. The staffing plan shall include an on-site staff-reporting schedule. This schedule should clearly indicate the number of staff, job title(s), hours and days of work, and reporting dates to the facility.
4. The contractor shall ensure that daily Detention Officer assignment rosters, by shift, are maintained for historical purposes. The rosters shall reflect both the schedule and actual assignment for each post.
5. Unless otherwise approved in advance by the CO, the number and type of staff specified in the staffing plan shall remain the minimally acceptable staff complement throughout the term of the contract. Any and all requests to change staffing levels or utilization at the facility shall be submitted in writing to the CO for approval.
6. The staffing plan must include any and all subcontractors, and their relationship, if any, to the contractor.

B. Supervisory Staffing.

Employees shall be adequately supervised at all times by individuals who are full time supervisors and have met the supervisory training requirements. In the absence of the Warden, a designated person shall be placed in charge and shall have supervision as his primary function during the times he or she is in charge.

C. Female Staffing.

Staff security/detention officers of both sexes shall be on duty at all times. The contractor shall provide a minimum of 3 female Detention Officers per shift excluding transportation. When females are transported or are in custody under the on-call posts, there must be at least 1 female detention officer present. Only female Detention Officers shall supervise female detainees within the facility day room.

D. Key Personnel.

The following key personnel, with respective minimum qualification requirements, are considered critical for this contract. The contractor's key personnel shall be employed full-time and be on site no later than 30 days after final completion of construction.

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

E. Additional Key Personnel.

The 6 positions listed below are also considered key. Offerors who choose not to provide these positions must explain how required services will be provided if awarded the contract.

Correctional Supervisor
Physical Plant Co-ordinator
Designated Health Authority
Food Service Administrator
Detainee Systems/records Administrator
Safety/Environmental Specialist

CHAPTER 4 - BACKGROUND CLEARANCE PROCEDURE.

It is essential that all employees meet the highest standards of professionalism and personal integrity. The 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, 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.

A. Background Investigations Required.

All employees (to include subcontractors, temporary, part-time, replacement employees, and any other vendor or volunteers) under the contract shall have a position sensitivity analysis performed by the INS. All background investigations shall be processed through the INS Contract Security Office.

B. Chief of Security.

The contractor shall appoint a senior official to act as the Detention Officer. This individual shall interface with the CO through the COTR on all security matters, to include physical, personnel, background clearance procedures, and protection of all information and data accessed by the contractor.

C. Initial Drug Testing.

Initial drug screening for every employee and prospective employee hired by the contractor is required under this contract. Drug screening (urinalysis) 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 may expand the above list to include additional drug/drug classes. The contractor must ensure that the confirmations are correct and that an adequate chain of custody procedure exists and is followed for each specimen. Drug screening shall be ordered and accomplished at the contractor's expense.

D. Procedures.

The contractor shall ensure the following steps are completed for each employee and prospective employee:

1. A pre-employment interview.
2. A background information survey (Standard Form 85P - "Questionnaire for public trust positions," or SF 85P-S - "Supplemental Questionnaire for Selected Positions.")
3. Local law enforcement agency checks for the last 5 years.
4. Employment vouchering for the last 5 years (Form G-736).
5. Urinalysis (if the test is positive, the applicant will be prohibited from working with Federal detainees.)
6. Credit check.
7. Notification to the CO of employee's entry on duty date.
8. FBI Name and Fingerprint check (Form FD-258).
9. National Crime Information Center (NCIC) check.
10. National Crime Information Center (NCIC) check.

The contractor shall complete steps 1 through 7 above. The INS will complete steps 8 through 10. The contractor shall certify steps 1 through 7 have been accomplished with satisfactory results for each employee and submit said certifications to the COTR. The contractor's certifications for each employee initially hired to staff the facility are due to the COTR at least 45 days after final completion of construction. The contractor's certifications for additional employees, whether a replacement, an addition, a subcontractor employee, vendor or volunteer, are due to the COTR 30 days prior to the employee's entry on duty date.

E. Forms.

In addition to the contractor's certifications described in Paragraph E above, the contractor shall submit the following completed forms for all initial prospective contractor applicants/employees initially hired to staff the facility. The completed forms are due to the COTR no less than 45 days after final completion. Completed forms for new additional employees, whether a replacement, an addition, a subcontractor employee, vendor or volunteer, are due to the COTR 30 days prior to the employee's entry on duty date.

1. Standard Form 85P - Questionnaire for public trust positions (original and 1 copy).

2. Standard Form 85P-S - Supplemental questionnaire for selected positions (original and 1 copy). Note: This form is used for guards or Detention Officers only.
3. Form FD-258 - Fingerprint Card (3 copies).
4. Foreign born relatives form (original and 1 copy)
5. I-9 Employment Eligibility Verification or Birth Certificate (if a U.S. citizen).
6. Form G-736 - Verification of employment history. This documentation shows that previous employers of all new contract employees have been interviewed to ascertain the following information: dates, salary, job titles, duties for the most recent 5 years, reason for leaving employment, would employer re-hire the applicant, name of person contacted, and name of employee doing the interview on behalf of the contractor.

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.

F. Contractor's Liaison/NCIC/NLETS checks/Fingerprints.

The COTR shall be the contractor's liaison for the processing of data required for the INS to conduct NCIC/NLETS, name and FBI fingerprint checks. The contractor's Detention Officer shall provide the information listed below to the COTR for each employee and prospective employee, whether designated Level 1 Low Risk or Level 5 Moderate Risk. The information listed below shall be submitted together with the contractor's certifications required by paragraph E, and the forms required by paragraph F. This information is due to the COTR at least 45 days after final completion. The information listed below for additional employees, whether a replacement, an addition, a subcontractor employee, vendor or volunteer, is due to the COTR 30 days prior to the employee's entry on duty date.

1. Full name (with aliases, maiden name if applicable, or other names used),
2. Date of birth,
3. Gender,
4. Place of birth,
5. Social security number, and
6. Race.

CHAPTER 5 - TRAINING.

Under no circumstances shall an employee perform duties under this contract until all initial training, or refresher training as required in this chapter, is successfully completed and certified by the contractor in writing to the COTR for each individual employee. The COTR must provide written approval prior to any employee being assigned to perform any duties under this contract.

A. Training (General).

The contractor shall ensure that the training described in the ACA Standards and in this chapter is provided to all employees. Refresher training shall be provided for each subsequent year of employment. The contractor may either provide the required training or have an institution acceptable to the INS provide the training. Failure of any employee to successfully complete training is sufficient reason to disqualify him or her from duty.

B. Certified Instructors.

Certified instructors shall conduct all instruction. Instructors shall be certified by a state or nationally recognized institution unless otherwise approved in writing by the COTR.

C. Documentation.

All aspects of the training and all types of documentation associated with training programs are subject to evaluation, monitoring, and approval by the COTR or his designee. The contractor shall provide to the COTR, monthly documentation of the training completed for each employee, including but not limited to the amount of training hours, type of training, date and location of training, and name of the instructor.

D. Clerical/Support Employees.

The contractor shall provide all "clerical/support employees" who have minimal detainee contact with 16 hours of orientation and training to be completed within 30 days of employment and prior to being assigned to autonomous duties. The courses annotated (*) in paragraph H below are mandatory courses. All employees in this category shall be given annual refresher training. Refresher training shall consist of the mandatory training annotated (*) in paragraph H below and shall occur each subsequent year of employment.

E. Support Employees.

The contractor shall provide all "support employees" who have regular or daily contact with detainees with 56 hours of orientation and training which must be completed within 30 days of employment and prior to being assigned to autonomous duties. All the mandatory training courses described in paragraph H below shall be included in the 56 hours of training required under this paragraph. All employees in this category shall be given annual refresher training. Refresher training shall consist of the mandatory training described below, excluding paragraph H(21)(E) and (F), and shall occur each subsequent year of employment.

F. Security Personnel.

The contractor shall provide all “security personnel” with a total of 160 hours of training including 8 hours of orientation training during their first year of employment. The contractor’s initial training shall consist of 40 hours of training, including 8 hours of orientation training, which must be completed within 30 days of employment and prior to being assigned to autonomous duties. All the mandatory training courses described in paragraph H below shall be included in the 40 hours of training required under this paragraph. All employees in this category shall be given annual refresher training. The forty hours of Refresher training shall consist of the mandatory training described below. Refresher training shall occur each subsequent year of employment.

G. Managerial and Administrative Personnel.

The contractor shall provide each member of the facilities administrative and managerial staff with all of the mandatory training courses described in paragraph H below, including 8 hours of orientation training. This training shall be completed within 30 days after employment. In addition, the administrative and managerial personnel shall complete 24 hours of general management training during the first year and each subsequent year of employment.

H. Mandatory Training Subjects.

The following is a list of mandatory training subjects and minimum hours of training that shall be included in the employees training program.

1. Constitutional Law
2. Ethics and Authority of Guards
- 3.* Personnel Identification, Entry, and Exit Control
- 4.* Identification and Control of Property
5. Methods of Sabotage and Espionage
- 6.* Note Taking and Report Writing
- 7.* Telephone and Radio Communication
8. Security Patrol Methods and Observation
- 9.* Preliminary Emergency Medical Assistance, and Health Care Services
10. Detention and Use of Force
11. Self Defense
12. Response To Crimes and Conducting Incident Inquiries
13. Fingerprinting
- 14.* Human Relations
15. Handling Disorderly Conduct, Civil Disturbances and Other (riot) Incidents
- 16.* Roles of Local, State, and Federal Law Enforcement Agencies
17. Preserving a Crime Scene
18. Courtroom Demeanor
- 19.* Cultural & Ethnic Sensitivity
20. Escort of detainees including vehicular transport
21. Orientation

- a.* Authority of Supervisors and Organization Code of Conduct and Federal Standards
- b.* General Information and Special Orders for the Facilities to be Protected Under this Contract.
- c.* Security systems and operational procedures for the Premises that Shall Be Protected.
- d.* Facility self-protection Plan, all written emergency plans, or Emergency Operational Procedures for the Locations to be Protected.
- e. Transportation route familiarization.
- f. Custody and detainee escort requirements and procedures.

I. Preliminary Medical Assistance and Health Care Training.

The Health Authority shall establish a training program for facility staff that provides instruction in the following areas:

1. The ability to respond to health related emergency situations within 4 minutes,
2. Recognition of signs and symptoms, and knowledge of action required in potential emergency situations,
3. Administration of first aid and Cardiopulmonary Resuscitation (CPR),
4. Methods of obtaining medical assistance,
5. Recognition of signs and symptoms of mental illness, retardation, emotional disturbance and chemical dependency,
6. Procedures for patient transfers to appropriate medical facilities or health care providers,
7. Administration of medication by non-medical personnel,
8. Recognition of suicide risks, and
9. Use of universal precautions.

J. Proficiency Testing.

The contractor shall comply with the requirements of this chapter by including the development and implementation of a measurable proficiency-testing program covering all aspects of the facility operation.

1. The contractor shall conduct a written proficiency exam for each employee under this contract at least annually.
2. All new employees shall be tested initially within the first 30 days of employment under this contract.

3. The contractor shall provide written documentation to the COTR, upon completion of each proficiency test, that certifies each employee has obtained, or is maintaining, the stated minimum level of competency.
4. In the event an employee fails to meet the stated proficiency standards, the contractor shall immediately remove the employee from performance of duty under this contract. The contractor may elect to provide the appropriate remedial training and shall provide the documentation referenced above to the COTR prior to reassignment to duty.
5. The results of the employee's proficiency test shall be maintained by the contractor and available upon request for review by the INS COTR.
6. The contractor's proficiency program is subject to the review and approval by the INS prior to being administered to the employees.

K. Transportation Training.

In addition to the training described in the ACA Standards, the contractor shall provide orientation and training for Detention Officers assigned to transportation and stationary guard service. The training shall include current INS directives on detainee processing, district policy and procedures and specific requirements of this contract.

L. Keys and Locks.

Contractor's designated staff shall be trained and certified from a school specializing in the operation of locks and locking mechanisms.

CHAPTER 6 - SECURITY AND CONTROL.

The contractor shall maintain an Operations Manual that contains the written policy, plans, and procedures for the supervision of detainees while in the custody of the contractor. The Manual shall address each of the following paragraphs A through X.

A. Security and Control (General).

The contractor's comprehensive security plan shall include, at a minimum, the following physical security controls: environmental surroundings; barrier/perimeter protection; protective lighting; employee parking; access control devices; intrusion detection system; closed circuit television; segregated cells; and a processing/holding area.

B. Direct Supervision of Detainees.

The contractor shall provide 24-hour supervision of all detainees, including direct supervision in all detainee housing and activity areas to permit Detention Officers to hear and respond promptly to emergency situations. There will be a sufficient number of guard posts within or immediately adjacent to all detainee-housing areas. When a guard post is located outside of a detainee area, the guard must be able to clearly view into the area and hear sound without electronic aid to

ensure prompt response to emergencies or inquiries from detainees. A minimum of 1 officer must be assigned specifically to monitor each housing unit.

C. Detainee Labor.

The contractor shall provide work opportunities for detainee volunteers subject to the approval of the INS.

1. The contractor may solicit volunteers. The number and activities of such volunteers shall be controlled and approved by the COTR prior to the assignment of the activities. The contractor shall provide direct supervision of detainees at all times while performing these activities. (REF Section J. Attachment J-3.13)
2. The contractor remains fully responsible to perform all services required under this contract with neither interruption nor diminishment of service regardless of the availability of detainee volunteers.
3. Creation of work opportunities is viewed primarily as a benefit to the INS and the detainees in custody. It should not be considered by the contractor as an opportunity to diminish services or responsibilities.

D. Control Center.

The contractor shall provide the facility with a control center and sufficient staff to provide full 24-hour coverage of designated security posts, surveillance of detainees, and to perform all ancillary functions including but not limited to escorting detainees to immigration hearings and the medical unit. Only Detention Officers shall perform around-the-clock supervision and regulation of detainee movement.

E. Log Books.

The contractor shall establish control room and housing unit log books which contain a written record prepared by the control room officer, of the following, for each shift:

1. Personnel on duty;
2. Detainee population chart (detainee counts, shakedowns etc.);
3. Detainee movement in and out of the facility;
4. Shift activities (security checks, meals, recreation, religious services etc.);
5. Entry and exit of attorneys and other visitors; and
6. Unusual occurrences.

The various logs kept by Detention Officers shall be maintained throughout the duration of this contract and must be available for inspection by the COTR at all times.

F. Detainee Counts.

The contractor shall provide a system that documents and monitors detainee movement and physically counts detainees at least 4 times per day with no less than 1 detainee count per 8-hour shift. The contractor's proposed system shall be subject to the approval of the COTR and submitted prior to implementation.

G. Daily Inspections.

Properly trained Detention Officers shall conduct thorough daily inspections of all security aspects of the facility. All bars, locks, windows, walls, floors, ventilation covers, glass panels, access plates, protective screens, doors and other security facilities shall be checked carefully for operational wear and detainee tampering. The contractor shall provide written reports of these inspections daily to the Warden and the COTR. All defective equipment shall be replaced or repaired immediately.

H. Control of Contraband.

The contractor shall conduct thorough searches for contraband at least twice monthly of all detainee living quarters and other areas to which detainees have access. All vehicular traffic and supplies entering and leaving the facility shall be regularly searched. Searches shall be unannounced and irregularly timed and shall be conducted with minimum disturbance to detainee possessions. Only contraband items shall be confiscated. Records of searches shall be prepared and maintained. Copies of search records shall be provided to the COTR, upon request or as part of the daily incident or activity report.

I. Keys and Locks.

The contractor shall provide a written policy and procedure governing the control and use of keys. These procedures shall include but are not limited to:

1. A method of inspection to expose compromised locks or locking mechanisms and method of replacement for all damaged keys and locks;
2. A preventive maintenance schedule for servicing locks and locking mechanisms and method of logging all work performed on locks and locking mechanisms; and
3. A policy for restricting security keys from 24-hour issue and removal from the institution and method of issuing emergency keys. Emergency keys shall be available for all areas of the facility to which emergency access or egress may be necessary.
4. A requirement to notify the COTR immediately in the event a key or locking mechanism is compromised.

All INS and EOIR areas shall have a separate key control system as prescribed by the INS. Fire and emergency keys for the facility shall be made available in both the contractor's administrative area and the INS administrative area.

J. Tools and Culinary Equipment.

The contractor shall provide written policy and procedures governing the control and use of tools and culinary equipment. The control system must provide for tools brought into the facility by outside maintenance persons.

K. Control of Chemicals.

The contractor shall establish a written policy and procedure governing the storage of all flammable, toxic and caustic materials in accordance with all applicable laws and regulations. The contractor shall ensure that detainees are never in possession of items such as lye, insecticide, antifreeze and denatured alcohol. Such materials shall be stored in secure areas that are not accessible to detainees.

L. Post Orders.

The contractor shall prepare comprehensive written post orders for each staffed post in the facility. Post orders and changes to post orders shall be submitted to the COTR for review and approval prior to implementation. Post orders shall be made available to all employees. All Detention Officers shall certify in writing that they fully understand and agree to comply with all post orders prior to the officer being initially assigned to that post. Detention Officer certifications shall be retained by the contractor and made available to the COTR upon request.

M. Use of Force.

The use of physical force by Detention Officers is restricted to instances of justifiable self-protection, protection of others, protection of property, prevention of escapes, and only to the degree necessary to safeguard the well being of the detainee(s) and others in the immediate area.

1. In no case shall physical force be used as punishment or discipline.
2. The contractor's written policies and procedures shall be consistent with INS's Policy Statement on the use of non-deadly force attached under Section J.
3. The contractor's written policies and emergency procedures shall identify appropriate responses under different circumstances and locations (e.g., confined areas, living quarters, facility grounds, transporting detainees, pursuing escapees from the facility) and differentiate between the use of lethal and non-lethal force.
4. The contractor's written policies and emergency procedures shall be consistent with BOP Program Statement 5566.04 on the subject of Use of Force and Application of Restraints on Detainees.

5. All instances of use of force shall be communicated to the COTR when reasonably practicable. A detailed written report reviewed and approved by the Warden shall be provided to the COTR within 48 hours of the incident.
6. The responsible Detention Officer(s) prior to being relieved of their shift shall prepare a written report.
7. The physical force report shall include:
 - a. An accounting of the events leading up to the use of force;
 - b. An accurate and precise description of the incident and reasons for employing force;
 - c. A description of the injuries suffered, if any, and the treatment given and/or received, and;
 - d. A list of all participants and witnesses to incident.

N. Use of Restraints.

The contractor shall provide written policy and procedure governing the use of restraint equipment on INS detainees. Instruments of restraint shall never be applied as punishment or for more time than is absolutely necessary. Instruments of restraint shall be used only as a precaution against escape during transfer, for medical reasons by direction of the Health Authority, or to prevent detainee self-injury to others or property damage. The contractor shall ensure that restraint equipment is accurately inventoried and recorded.

1. The restraining equipment routinely used consists of handcuffs, waist chains, and leg irons. Disposable nylon straps may be used in lieu of handcuffs or leg irons only in emergencies or mass arrest situations. They also may be used when a detainee's wrists or ankles are too large for conventional restraints. Authorized supplemental restraining devices are pad locks, lead chains, black or blue boxes, tape (to cover locks only) and, under special circumstances, straight jackets and cargo straps. All other devices are prohibited.
2. A detainee should not be secured to a fixed object under circumstances that would endanger the detainee's life.
3. Handcuffs and leg irons will be double locked when in use. The keyhole on handcuffs will face away from the body. The keyhole on leg irons will face the ground. Restraints will be inspected frequently to discourage escape manipulation.
4. Detention Officers responsible for detainee custody, production, and transport must ensure the safeguarding of all security equipment and upkeep of such equipment.

5. When detainees are transported by automobile, station wagon, bus or van, handcuffs, waist chains and leg irons will be used on each detainee. Two sets of handcuffs or one set of handcuffs with a black box should be used on detainees who are escape risks.
6. Leg irons will be used on detainees confined to a hospital bed, if that facility does not have a jail ward. If leg irons must be removed for medical or other compelling purposes, handcuffs will be applied prior to removal of the leg irons, and handcuffs will not be removed prior to applying leg irons. Leg irons and/or handcuffs will not be removed from a detainee undergoing medical care when he bathes or showers. When compelling medical reasons dictate, restraining devices will not be used.
7. All instances of use of restraints for purposes of long-term immobilization or in conjunction with the use of force shall be communicated to the COTR when reasonably practicable.
8. A detailed written report reviewed and approved by the Warden shall be provided to the COTR within 48 hours of the incident.
9. The routine use of restraints for movement and incidental control of detainees does not have to be reported to the COTR.

O. Searches.

The contractor shall provide a written policy and procedure for the following: Pat down searches, strip searches, body cavity searches, including those searches that require intrusion or digital intrusion into body cavities, and X-ray searches.

1. Pat down inspections are conducted when there is a reasonable belief that the detainee is carrying contraband or other prohibited material.
2. Strip searches shall be performed during the admissions process, prior to removal of the prisoner from the facility for purposes of a courtroom appearance, and prior to prisoner transportation via the Justice Prisoner and Alien Transportation System (JPATS). Contractor shall ensure that detainees do not possess tobacco products when scheduled to appear in court or as otherwise directed by the COTR.
3. Strip searches must take place in a location where visual privacy is ensured and without television monitors. A physician, physician's assistant, or nurse should conduct searches of body areas covered by bandages or dressings, if at all possible. Only a member of the same sex will conduct strip searches, if at all possible.
4. An intrusion or digital intrusion search will be undertaken only when there is probable cause to believe that the prisoner has concealed contraband in a body cavity. A physician, physician's assistant, or nurse will conduct intrusion and digital intrusion searches unless exceptional circumstances require emergency action by non-medical personnel. The reason for such a search and the results thereof must be documented in detail in a report that shall be made available to the COTR upon request. If

circumstances indicate that an intrusion search is justified, but not immediately required for personal security reasons, the U.S. Attorney should be contacted regarding the advisability of a search warrant in light of recent case law regarding internal searches of detainees.

5. A photographic search by use of x-rays for swallowed contraband, contraband hidden in casts, prosthetic devices or prisoner's property. The reasons for this search and the results thereof must be documented in detail in a report that shall be made available by the COTR upon request. A physician must first authorize this medical procedure.

P. Weapons.

The contractor shall have written policies and procedures governing the use of weapons.

1. The contractor shall not permit weapons of any kind to be taken inside the security perimeter of the facility by any person.
2. The contractor shall ensure that all weapons are checked and secured in appropriate weapons lockers.
3. If there is an internal attempt to breach security, and if it becomes imperative for contractor staff guarding detainees to arm themselves for the protection of staff or detainees, weapons must be authorized by the Warden before being taken into the affected area.

Q. Post Shooting Incidents.

The carrying and use of firearms shall meet all federal, state and local laws. Additionally, contractor shall provide written policy and procedures for the conduct of post-shooting incident reviews that substantially complies with Resolution 13, issued November 18, 1993, by Louis J. Freeh, Director of Investigative Agency Policies. The contractor shall cooperate with the INS in the review of all incidents.

R. Administration/Special Housing Unit (SHU).

The contractor shall immediately notify the COTR whenever any detainees are placed into the segregation unit and the reason for the action. The contractor shall provide a written report of the incident within 24 hours of the occurrence to the COTR. The contractor shall also provide daily written status reports of the detainees in the SHU to the COTR.

The contractor shall maintain a detailed log of events on all detainees housed in the SHU. This log shall be maintained for the duration of the contract and must be available for inspection by the COTR at all times.

S. Perimeter Security.

The contractor shall have written policies and procedures governing the patrol and surveillance of perimeter security. Continuous perimeter surveillance of the facility is required.

T. Intelligence Information.

The contractor shall notify the COTR concerning information regarding issues affecting safety, security and the orderly operation of the facility.

U. Release of Information to Public/News Media.

The CO shall be notified when a request is made for detainee or employee interviews or facility visits by any representative of the media, a member of Congress or Congressional Staff, a Federal Judge, or an official of a foreign government. The contractor shall ensure employees agree to use appropriate disclaimers clearly stating the employees' opinions do not necessarily reflect the position of the INS or DOJ in any public presentations they make or articles they write. Contractor shall also ensure that employees submit, for advance review by the CO, the text of all such presentations or articles. The contractor shall coordinate all public information related issues with the CO and clear, in advance, all press statements and releases with the CO.

V. Judicial Communication.

Written policy and procedures shall ensure a positive relationship is maintained with all levels of the Federal Judiciary. Procedures shall include a tracking system which ensures all judicial inquiries and program recommendations are responded to in a timely and accurate manner. All judicial inquiries and contractor responses, specifically related to a detainee, shall be made part of the detainee's central file.

W. Immigration Court Security.

The contractor shall provide two bailiffs (Detention Officers) for each courtroom when the Immigration Court (EOIR) is in session to escort detainees into and out of the courtrooms and to maintain security while court is in session. This duty includes both regular and telephonic courts. The contractor shall provide additional bailiffs for Multiple Accelerated Special Hearings (MASH) to ensure adequate control is maintained in the courtrooms. The contractor shall adhere to all scheduled detainee hearings. Detainees shall be presented to the hearing room in a timely manner. When necessary, the contractor shall ensure detainees are present for hearings past the normal courtroom schedule. Detainees shall not be removed from the hearing room area without authorization from the Immigration Judge or the COTR.

CHAPTER 7 - DETAINEE TRANSPORTATION AND GUARD SERVICES.**A. INS Requirements.**

[With the exception of medical transportation and stationary guard services, INS will supply its own transportation]

The contractor shall be required to provide armed guards to transport detainees and to provide stationary guard services for off-site medical purposes.

B. Cost of Transportation Separately Priced.

The cost of the transportation and the hourly rate for the guards (for transportation of detainees) shall be separately priced under Item 0002 (See Section B).

C. Communications System.

The Contractor shall establish a communications system that has direct and immediate contact with all vehicles and transportation post assignments. Upon demand, the INS shall be provided with the current status of all vehicles and post assignment employees.

D. Transportation Procedures.

1. Detainees shall not be permitted to select places, routes of travel, rest stops, or in any other manner to influence the travel itinerary.
2. Detention Officers shall be alert for conversation by and between detainees which provide investigative leads or indications of escape attempts, and will promptly report such conversations to their immediate supervisor.
3. Detainees will not be permitted to possess or expend any funds while in transit.
4. Detainees will not be permitted to converse with anyone except other detainees and custodial authorities while in transit.
5. Detainees will not be permitted to place telephone calls while in the custody of Contractor personnel.
6. Detainees will not be permitted medication except that prescribed by a physician or as indicated by a physician. Medication, which must be administered by hypodermic syringe, will be injected only by medical personnel.
7. Handcuff and leg iron keys will not be carried on the same key ring as motor vehicle ignition keys or other general use keys.
8. Guests, hitchhikers, and persons not serving in an official capacity, or other persons not in the custody of the INS, will not be permitted in vehicles while detainees are being transported.

E. Rest Stops.

Vehicles will be parked as close to the rest rooms as possible. Police facilities should be used when possible. Rest areas on interstate highways should be avoided and facilities should be selected at random after departing the interstate highway. Detainees will not be left unguarded at any time. All detainees will remain under close surveillance at rest stops, both in the vehicle and in the rest rooms. A thorough search of rest stop facilities will be conducted for contraband and items that may be used as weapons, and any item that may be used in an escape attempt prior to permitting detainees use of the facility. Restraining devices will not be removed. Each time a

detainee is placed in or removed from a vehicle, all restraints will be thoroughly checked to determine that each device used is secured.

F. Vehicle Transportation Staffing.

The contractor shall provide an unarmed driver and 2 armed transportation /Detention Officers, if transporting detainees by bus. The contractor shall provide an armed driver and one armed transportation/Detention Officer if transporting detainees by van or automobile. Additionally, the guards hired for transportation and stationary guard services shall have the same qualifications, receive the same training, complete the same security clearances, and wear the same uniforms as INS Detention Officers provided for in the other areas of this contract. Guards responsible for transporting prisoners shall have the appropriate state licenses to carry firearms in states to, from and through which the guard transports any detainee. The contractor shall provide proof of such licensure to the COTR upon request.

G. Vehicle Loads.

The contractor shall not attempt to transport more than a full load of detainees per trip in any vehicle. A full load for automobile trips is 3 detainees in the rear seat behind the barrier. The number of detainees assigned to a bus or van will not exceed the designed passenger load for that vehicle.

H. Vehicles.

The contractor shall furnish sufficient vehicles in good repair and suitable, as approved by the INS, to safely provide the required transport detainees. The contractor shall not allow employees to use their privately owned vehicles to transport detainees. The contractor shall ensure the vehicle, whether bus, van or automobile, includes a secure barrier to separate the detainees from the armed guards. All vehicles used to transport detainees shall be air-conditioned. Inside rear door handles will be removed or rendered inoperable on all sedans used for detainee transport. The driver and guard personnel will be separated from detainees by security screens constructed of Plexiglas or steel mesh.

I. Vehicle Security.

Vehicles will be searched prior to use for detainee movements and after each detainee trip. The search will include not only an inspection of the detainee area but also the entire interior of the vehicle, front and back. If the trip involves more than one day, the search shall be completed prior to loading detainees at the beginning of the day and at the end of each day. The Contractor shall establish a communications system that has direct and immediate contact with all vehicles and post assignments.

J. Requirements For Stationary/Hospital Guard Services.

When detainees must be removed from the facility for medical purposes, the contractor shall continue to be responsible for the security of the detainees during the medical appointment. If

the detainee is hospitalized, the contractor shall place guards with the detainee in accordance with instructions from the COTR.

1. Standard hospital guard procedures require detainees in custody to have 2 armed guards.
2. Detainees shall be either handcuffed to the bed or in leg irons chained to the bed.
3. Guards shall keep the detainee under constant supervision 24 hours per day until the detainee is ordered released from the hospital.
4. Visits by family and friends will not be allowed without the approval of the designated INS Detention Officer. Attorney visits may be permitted under conditions of appropriate security. Designated INS Detention Officers may authorize visits to detainees by family members under certain circumstances such as terminal or major illnesses.
5. A list of approved visitors will be developed by the contractor during intake/screening process and provided in advance to guard personnel. Guards are to maintain a visitor register showing name (established with proper identification), address, date, and time of visit. Visits should be limited in length as dictated by INS policy and hospital policy.
6. Detention Officers and/or guards are to instruct hospital personnel that all packages, mail, flowers, etc., must be carefully searched for contraband by guards prior to delivery to detainees. Detention Officers and/or guards are required to notify the Designated Detention Officer regarding any item in question before delivery to a detainee. Guards shall maintain a log of all articles given to a detainee and the name and addresses of senders or providers. Any contraband found should be seized by the guard and a full written report submitted within 24 hours to the designated INS Detention Officer along with requests for appropriate action (if appropriate).

CHAPTER 8 - HEALTH CARE SERVICES.

- A. **Plans, Policies, and Procedures for Medical Emergencies.** The contractor shall provide written plans, policies, and procedures for medical emergencies that may occur while the detainees are in the custody of the contractor. In the event an emergency condition arises, the contractor shall take the appropriate action as approved in their policies and procedures.
- B. **Space.** The contractor shall provide for space, equipment, and maintenance necessary to operate a medical unit staffed and operated by an INS health care provider. The contractor shall provide the equipment identified in attachment #11, and shall maintain this equipment for use by the health care provider.
- C. **Instructions.** The contractor shall provide the detainees written instructions for gaining access to health care services during intake processing. The contractor shall ensure that these instructions are explained in the detainees' native language, and they are explained orally to detainees who are unable to read, in accordance with SUBSECTION 2,

Paragraph D. Detainees shall not be used to translate health care instructions nor should other detainees be used to interpret or translate medical problems, except in emergency situations. Contractor shall be responsible for establishing language interpretation services to satisfy this requirement, e.g., commercial phone language interpretive services. The detainee shall also be provided instructions and assistance in personal hygiene, dental hygiene, grooming and health care.

- D. **Emergency Procedures.** All staff members shall have current certification in emergency first aid procedures, including cardiopulmonary resuscitation (CPR) prior to assuming duties at the facility.
- E. **Security.** The contractor shall provide security coverage in the medical unit no less than twelve (12) hours per day, seven (7) days per week as scheduled by INS, and whenever a detainee is present in the medical unit.
- F. **First Aid.** The contractor shall be responsible for the installation of the basic first aid containers that shall be provided by the health authority. The number and locations shall be determined by INS. Stocking and replenishment of the first aid kits shall be the responsibility of the health authority.
- G. **Off-Site Medical Services.** Only health related services authorized by either the designated health authority or the INS COTR shall be provided under this contract. The contractor shall perform transportation, supervision, and escort services for detainee(s) receiving off-premise medical treatment (including hospitalization) as directed by INS, in accordance with the post assignments and transportation requirements specified in Section C. The contractor shall immediately notify the health authority and the INS COTR within one (1) hour of the occurrence.
- H. **Communicable or Debilitating Physical Problems.** The contractor shall separate a detainee from the general population when a communicable or debilitating physical problems is suspected, and shall immediately notify the on-site medical authority and report in accordance with Subsection 4. Paragraph F. of this section.
- I. **Detainee Death.** In the event of a detainee death, the contractor shall immediately notify the appropriate local authorities and the COTR in that order.
- J. **Emergency Evacuation.** The contractor shall provide written policy and procedure which define medical emergency evacuation of detainee(s) from within the facility.
- K. **Health Compliance.** The contractor shall provide written policy and procedure that require that detainee's written health complaints are solicited. The procedure shall include a schedule for delivery of the complaints to the medical facility for appropriate follow-up. The contractor shall provide secure lock boxes in each detainee dorm/day room area for the deposit of detainee request for medical services. Only the local health authority shall have access to the lock boxes.

- L. **Protection of Medical Records.** The contractor shall provide written policy and procedure for the protection, security, confidentiality, and release or dissemination of information of a detainee's health status or medical records.
- M. **Record of Medication.** The contractor shall provide written policy and procedure which requires that records of all medications distributed by non-medical staff are maintained and audited monthly, and include the date, time and name of the detainee receiving medications, and the name of the staff member distributing it.
- N. **Administering Medications.** Contractor personnel administering medications shall do so only under the direction of a responsible physician and after having received appropriate training. They are accountable for administering medications according to orders, and recording the administration of medications in a manner and on a form provided by the health authority.
- O. **On-Site Health Care.** The health authority shall provide on-premises health care including routine medical supplies and over the counter medications.
- P. **Off-Site Facilities** INS reserves the right to designate health care facilities, (i.e., hospitals, labs, clinics) which the contractor shall use for outside detainee referrals.
- Q. **Billing.** INS shall direct all off-premises health care providers, both in-patient and out-patient, to submit bills directly to the INS COTR at the facility for review and payment.
- R. **Protection of Employees.** The contractor shall provide a comprehensive plan and procedure to safeguard employees against exposure of bloodborne pathogens as prescribed by OSHA. The contractor shall furnish all necessary equipment to comply with this requirement.
- S. **Training.** INS shall establish a training program in cooperation with the Facility Administrator to provide instruction to the facility staff, which shall include the following topics:
 - 1. The ability to respond to health related situations within four minutes;
 - 2. Recognition of signs and symptoms, and knowledge of action required in potential emergency situations;
 - 3. Re-certification in First aid and cardiopulmonary resuscitation (CPR);
 - 4. Methods of obtaining assistance;
 - 5. Recognition of signs and symptoms of mental illness; retardation, emotional disturbance and chemical dependency and;
 - 6. Overview of communicable diseases and use of universal precautions;
 - 7. Administration of medication by non-medical personnel;
 - 8. Procedures for patient transfers to appropriate medical facilities or health care providers;

CHAPTER 9 - PHYSICAL PLANT.

The contractor shall operate and maintain the entire physical plant (interior and exterior) including all buildings, equipment, utilities, grounds, roadways, and systems (e.g., mechanical, electrical, HVAC, plumbing, alarm and fire suppression, life safety, security, radio, telecommunication and utility distribution) in accordance with all applicable federal, state and local laws, regulations, guidelines, policies, and design, equipment and material specifications.

A. Activation Period.

Following final completion of the facility, the contractor shall assume full responsibility for the operation, maintenance and security of the facility. The contractor shall begin accepting detainees 90 days after final completion or sooner if requested and the INS determines the contractor is capable of accepting detainees. Designations to the facility are anticipated to occur simultaneously at an estimated rate of 40 per week.

B. Contractor Responsibilities (General).

The contractor is responsible for:

1. The labor, equipment, supplies, management and oversight of all alterations, repairs, improvements and maintenance to the physical plant, including all equipment and utilities, energy conservation and all major operating units.
2. The budget, personnel and reporting compliance in accordance with the SOW.
3. Monitoring of environmental requirements of federal, state and local regulations.
4. Assuring required licenses and permits are obtained and on file as prescribed by federal, state and local laws. Licenses and/or permits may be required to conduct actions related to boiler plant operations, sewage plant operations, potable water treatment systems, fuel storage tanks, etc.

C. Construction Drawings.

The contractor shall provide a complete copy of the physical plant design as it exists upon final completion along with any proposed changes that are needed to comply with this SOW.

D. Licensing Requirements and Certificates of Compliance.

The facility shall conform to all applicable state and local building and fire codes and applicable licensing requirements. The contractor shall demonstrate compliance with the above requirements to the COTR prior to occupancy.

E. Habitability.

The contractor shall provide a facility that ensures the safety and basic human rights of all detainees and which meets all the requirements and scope of this contract, including but not

limited to: accessibility, habitability, and protection of the general welfare of the detainees as well as all persons requiring access to the facility. Failure of the contractor to provide a fully functional and operable facility for the use intended shall be considered a failure to perform the material aspects of this contract, unless such failure results from circumstances beyond the contractor's control.

F. Physical Plant (General Requirements).

In addition to satisfying the requirements of INS ACA standards and/or the Washington Building Code applicable to the physical plant, the following are required:

1. The facility shall be capable of housing at least 500 detainees.
2. The facility shall be located within the physical boundaries of the Southern District of Washington.
3. The facility shall allow periodic inspections to be performed by DOJ personnel. Findings of the inspection will be shared with the WARDEN in order to promote improvements to facility operations, conditions of confinement and levels of services.
4. An infirmary shall be provided to support 24 hour a day medical care. Clinical services shall be provided for the general population. There must be an examination room, a records room, isolation rooms, a common bathing room which is handicap-accessible, and a secure area (pharmacy) for drugs, medicines and supplies.
5. There shall be a vehicular accessible sally port to accommodate a 50 or more passenger, over-the-road, commercial bus.
6. There shall be separate access to the facility for prisoners, services, and public entry.
7. There shall be a general library.
8. There shall be an administrative/segregation unit.
9. There shall be an intake/release area located inside the security perimeter but separate from the housing units, with the following components:
 - a. Processing area with counter and space for ID/photo/fingerprint of detainees,
 - b. A medical screening room,
 - c. Shower facilities,
 - d. 1 or more temporary holding rooms,
 - e. A secure vault or room with a property exchange counter for the storage of detainee personal property,

- f. A detainee institutional clothing exchange and storage room,
 - g. Telephone facilities, and
 - h. Interview/visitation rooms.
10. There shall be at least 2 weapons lockers located outside the security area; 1 to be located outside the door at the intake/release area and 1 to be located in the front of the public entrance.
 11. When males and females are housed in the same facility, they shall be provided quarters that are separated physically, visually and acoustically and do not allow unauthorized access between the separate areas.
 12. The facility design shall incorporate a security perimeter that prevents unauthorized ingress and egress from either within or outside the facility.
 13. There shall be space for the secure storage of restraining devices and related security equipment. The equipment shall be located in an area that is readily accessible to authorized persons only.
 14. The contractor shall provide space for its administrative, professional and clerical staff, which shall include a conference room, employee lounge, male/female locker rooms with toilets, storage room for records, and a public lobby with toilet facilities.
 15. There shall be at least 1 multipurpose room, in addition to the day rooms, available for detainee activities such as religious services, educational programs or library.
 16. An area shall be dedicated for detainees to obtain hair care services. The area shall be located so as to permit observation by staff and not be used for food preparation or storage.
 17. Storage areas to be available for the storage of cleaning equipment which are well ventilated and furnished with a sink and located in each principal area of the facility. All storage areas shall be tamper resistant, secure, and inaccessible to detainees. Cleaning chemicals shall not be stored within the dorm/dayroom areas. Access to storage areas containing cleaning chemicals shall not be from within the detainee dayroom areas. Only contractor personnel are authorized to dispense cleaning chemicals to the detainees. These chemicals shall be appropriately diluted prior to dispensing to the detainees.
 18. For INS detainees, the contractor shall provide sufficient indoor recreational equipment to support an active and passive recreation program.
 19. For INS detainees, the contractor shall provide a separate indoor exercise area with equipment appropriate for indoor exercise needs.

20. There shall be a minimum of 1 outdoor exercise area of a size consistent with the size of the detainee population and scheduling requirements. Each outdoor recreation area shall contain equipment appropriate to outdoor exercise needs.
21. Storage space for clothing, bedding and facility supplies and equipment. Areas shall be secure and inaccessible to detainees. All materials shall be securely stored within the designated storage rooms. Temporary storage of these items outside the designated rooms shall not be permitted.
22. Separate and adequate space for all mechanical maintenance equipment, as well as appropriate building and grounds maintenance equipment. This component includes shop, storage spaces and staff work spaces required for the physical upkeep of the facility and site.
23. The contractor shall provide sufficient parking spaces for contractor employees and visitors either adjacent to or in close proximity to the facility.
24. The contractor shall provide a lunch room large enough to accommodate both contractor and government employees.
25. There shall be a separate designated kitchen area for food preparation that fully meets all state and local sanitation and health requirements.
26. Telephone hookups shall be located within the facility in compliance with ACA standards.

G. Physical Plant (Safety and Emergency Requirements).

The contractor shall ensure that the facility has the fully functional equipment necessary to ensure automatic transfer of services for essential lights, power and communications in an emergency, including a sufficient number of exits in housing units and lockdown systems.

1. The contractor shall provide a plan to the COTR 30 days after final completion detailing the location of master control panels, valve shutoffs and all areas supported by the emergency power and communications systems.
2. The contractor shall ensure that all exits are distinctly marked, kept clear and in usable condition. There shall be at least 2 separate and identifiable exits in each detainee living area and other high-density areas to permit the prompt evacuation of detainees and employees under emergency conditions. These exits shall lead directly to a hazard free area where direct supervision of detainees can be made in accordance with the contractor's approved policies and procedures.
3. The contractor shall install an emergency facility lockdown system comprised of electronic locking mechanism to control all entrances/ exits at the perimeter of the facility. This system shall have a remote override system, with controls located at the central control room. The facility shall also be equipped with electronic release

mechanisms in the control area that can be locked out in the event of an emergency to ensure no release may be made from the interior of the facility should the contractor lose possession of the control room.

H. Physical Plant (INS/EOIR Administrative Space).

The contractor shall provide, at a minimum, furnished office space for the following government personnel:

Title	Office Type	Number
Immigration Judge	Private	2
Support Staff	Open	6
Court Administrator	Private	1
Attorneys	Private	4
Attorneys' Clerical staff	Open	1
Officer In Charge	Private	1
Supervisory Detention and Officer	Private	1
Detention Officers	Private	5
Deportation Officers	Open	10
Deportation Clerical Staff	Open	5
COTRs	Private	2
Receptionist/Secretary	Open	1

1. In addition to the office space required above, the contractor shall provide the following administrative space for government areas:

- Conference Room
- Private Male/Female Restroom Facilities
- Break Room
- Storage Room
- Copy/Fax Room
- Case File Room
- Temporary Holding Rooms
- Law library
- Locker Rooms (male and female)
- Fitness Room

2. The contractor shall provide 2 courtrooms complete with dais and sally port to the security perimeter. The courtrooms shall be equipped, at a minimum, with a table for the detainee and his/her attorney(s), a lectern, a rail dividing the public from the court, Judges' benches and pews for public seating. The courtrooms shall be designed to provide optimum acoustics.

3. The contractor shall provide a telephonic/video conferencing hearing-conference room that shall contain a large conference table capable of seating a minimum of 6 people, as well as separate seating for 5 people within the room.
4. The contractor shall provide sufficient free parking spaces to accommodate both contract and government staff. Parking areas must have lighting to allow for adequate security during the night. Handicapped parking must be provided in accordance with local zoning laws.
5. The contractor shall equip all government areas with sufficient conduit to wire for computers and FTS system. Further, all government areas shall be equipped with adequate and accessible power outlets including dedicated outlets as needed for INS equipment, e.g., copiers, fax machines, computers, etc.

I. Replacement of Property and Equipment.

Equipment and material specifications and standards (such as paint, floor covering, building materials, doors, hardware, windows, etc.) specified in the master design and construction specifications shall be followed when repairing, replacing and maintaining the equipment and property.

J. Preventive Maintenance/Inspections.

The contractor shall manage the total work effort associated with the operation, maintenance, and repair of the physical plant in accordance with the following:

1. The contractor shall develop and maintain a preventive maintenance program and a corrective maintenance plan. A copy of the preventive maintenance plan/corrective maintenance plan shall be provided to the COTR 30 days after final completion. Thereafter, complete service records of all institutional equipment shall be maintained and made available to the COTR upon request.
2. The contractor shall be responsible for all preventive maintenance, corrective maintenance, calibration and repair of all facility property in accordance with manufacturer instructions and applicable regulations and standards. All equipment shall be maintained in a safe and proper manner free from damage, in operating condition and in a state of cleanliness. Monthly reports on all maintenance activities, including comparative information from the previous month shall be provided to the COTR.
3. If the COTR determines the contractor has failed to comply with obligations regarding maintenance, repair or replacement of facility or property thereon, he may notify the contractor of that failure but is not obligated to do so. An omission by the INS not to provide notification shall not relieve the contractor of its obligations hereunder. In the event the CO provides written notice of said failure, the contractor shall promptly comply with its obligation to remedy the failure within the time specified. Should the contractor fail to effect the maintenance, repair or replacement within the specified time, the INS may avail itself of any or all of the remedies described elsewhere in the contract.

K. Physical Damage.

Promptly after the occurrence of any physical damage to the institution, the contractor shall report such damage to the COTR. It shall be the responsibility of the contractor to repair such damage, to rebuild or restore the institution consistent with the master design and construction specifications for the facility at no cost to the INS.

L. Smoking/Non-smoking Facility. [To be determined]**M. NEPA Compliance**

1. The National Environmental Policy Act of 1969, as amended requires Federal agencies to consider the impact of their significant activities on the environment and protect environmental values. Because construction or use of a facility detaining aliens is considered significant under the Act, under 28 CFR61, and under 40 CFR 1508.18, representatives of the Headquarters Facilities Engineering at the Immigration and Naturalization Service must assess and provide for mitigation of the environmental impact of all sites proposed by offerors in the competitive range. These Government conducted Environmental Assessments may take 90 days or longer.

2. If some proposed sites have a significant impact as defined by the Environmental Assessment, but others do not, the sites with the significant environmental impact may or may not be considered further in the award process. In that event, the contracting officer will continue discussions with the offerors of the applicable remaining sites and make an award.

3. If the Government finds that ALL sites proposed by the **offerors in the competitive range** would have a significant impact upon the environment, the Headquarters Facilities Engineering Branch of the Immigration and Naturalization Service will conduct an Environmental Impact Statement study on each site assessed. Completion of all the Environmental Impact Statement studies could take as long as an additional 18 months.

4. Offerors are required to submit the following site information to the Contracting Officer along with the proposal:

- a. The address of the site to include County, City and street address.
- b. A description and square footage of the site, proposed buildings, parking areas and paved areas.
- c. Current use of the site.
- d. Plan for protection and clean up of water, air and land resources during and after construction or alteration the site.
- e. Any Environmental Assessments and/or Environmental Impact Statements that have been performed on the site proposed to date that conform to the Council of Environmental Quality as specified in 40 CFR 1500 to 1508's application of the National Environmental Policy Act of 1969, as amended.

CHAPTER 10 - SAFETY AND EMERGENCY STANDARDS.

The facility shall comply with all applicable federal, state and municipal sanitation, safety and health codes. All alterations, construction, renovation or use condition changes shall maintain fire safety at the level described in this chapter.

A. Documentation.

The contractor shall provide the COTR with copies of all certificates of compliance indicating that the facility has met all applicable federal, state and local fire, safety and health codes. These certificates shall be submitted within 30 days after final completion of construction of the facility.

B. Fire Prevention Plan.

The contractor shall provide written plans, policies and procedures which outline the facility's locally approved fire prevention plan ensuring the safety of staff, detainees, and visitors. The plan shall include, but is not limited to, provision for an adequate fire prevention service, a system of fire inspection and testing of equipment by a local fire official at least annually, and availability of extinguishers at appropriate locations throughout the facility. A locally certified fire alarm and smoke detection system shall be provided by the contractor covering every area of the facility.

C. Weekly Inspections.

There shall be a fire and safety inspection of the facility at least weekly by a properly trained and qualified Safety Officer. Documentation of the weekly inspections shall be made available to the COTR for review. The INS may perform inspections as deemed necessary to assure compliance with all health, safety and emergency procedures.

D. Injury Reports.

The contractor shall comply with all applicable federal, state, and municipal safety regulations in the performance of this contract. The contractor shall prepare a complete report and provide it to the COTR within 48 hours of any job-related injury.

E. Smoke Free Environment (optional).

The contractor, at its option, may require the facility to be a smoke free environment. If the contractor allows detainees to smoke, it shall not allow detainees to possess tobacco products when making court appearances.

F. Emergencies/Escapes/Facilities/Disturbances.

The contractor shall provide written plans, policies and procedures which have been fully coordinated with local officials and the INS, that specify actions to be followed in emergency situations, including, but not limited to fire, detainee disturbances, the taking of hostages, and

evacuation of the facility including the medical unit. These plans and procedures are to be made available to all contractor employees and reviewed and updated annually.

1. Escapes.

- a. Plans and procedures shall include prompt reporting of the escape to the INS duty officer or chief deputy, the Designated Service Officer, and the COTR.
- b. The contractor assumes absolute liability for the escape of any detainee in custody.
- c. The contractor shall be assessed a fee for each detainee escape which occurs while the detainee(s) are in the custody of the contractor. Refer to Attachment M - Incentives for a description of the fee assessment. In addition, the INS may make deductions due to nonperformance under the inspections clause(s) of the contract.
- d. Escapes shall be grounds for removal from duty of the employee(s) responsible if the employee(s) was determined to be at fault by the INS or the contractor.
- e. Corrective actions shall be taken immediately and verbally communicated to the COTR. A written report of the remedial action shall be due to the COTR 5 days after the escape.
- f. Procedures shall require the contractor, on a monthly basis, to verify and update the names and phone numbers contained on the emergency notification list and checklist attached to all emergency plans for detainee escapes. A copy of the updated list and checklist shall be provided to the COTR. A copy of the first notification list and checklist for escapes shall be provided to the COTR 30 days after contract award.

2. Emergencies.

- a. The contractor is responsible for maintaining order and responding to all detainee disturbances and emergencies. In the event of a disturbance the contractor's staff will provide immediate response with the minimum force necessary to control the disturbance.
- b. The contractor shall obtain and provide to the INS 30 days after final completion, written certification that all such plans, policies, and procedures have been provided to the local law enforcement and emergency response officials. The contractor shall immediately provide all comments or concerns expressed by the local officials to the INS.
- c. The contractor shall have written agreements with appropriate agencies that provide for notifications and requests for assistance in the event of any serious incidents that may have an adverse impact on the community.

- d. The contractor shall ensure that its emergency plans are fully operational 30 days after final completion.
- e. Emergency response drills with law enforcement agencies, as appropriate, shall be practiced prior to receipt of any detainees into the facility and at least twice annually. It is the contractor's responsibility to coordinate this requirement.
- f. Emergency protective clothing and equipment for any disturbance /control teams shall be stored in a secure location outside of detainee housing and activity areas.
- g. The contractor's plans and procedures shall include the following:
 - 1) Provisions for one or more disturbance control teams,
 - 2) Various alternatives to ensure the preparation of food, shelter, security, and medical care for detainees during the emergency and the storage of all equipment and supplies.
 - 3) Prompt reporting of the emergency to the INS Designated Service Officer, duty officer or chief deputy, and COTR, and
 - 4) Monthly verification and updating of the names and phone numbers contained on the emergency notification list and checklist attached to all emergency plans for detainee escapes.
 - 5) Submission of a copy of the updated list and checklist to the COTR monthly. A copy of the first notification list and checklist for emergency notification shall be provided to the COTR 30 days after final completion of construction of the facility.

G. Intervention/Emergency Assistance.

The contractor may request emergency assistance from the INS; however, the decision to provide such assistance, to direct any emergency intervention, or to request assistance from other DOJ components shall be at the discretion of the INS. The INS will seek reimbursement from the contractor for any and all actual expenses incurred by the INS or other DOJ components during such intervention.

H. Evacuation Plan.

The contractor shall prepare a written evacuation and alternate staging plan for use in event of fire or other major emergency or should the facility become unfit for its intended use. The contractor shall obtain written certification from a fire department inspector that the evacuation plan meets national fire safety codes. The contractor shall review the plan annually. The contractor shall update the plan as necessary and reissue to the local fire jurisdiction and the COTR. The plan shall include:

- 1. Location of building/room floor plans;

2. Use of exit signs and directional arrows for traffic flow;
3. Location of publicly posted plans;
4. At least quarterly staff drills of all facility locations;
5. Temporary staging location and method of controlling detainees removed from the facility during an emergency for a period not to exceed 12 hours or as directed by the COTR; and
6. A primary and secondary means for the prompt release of detainees from locked areas in case of emergency.

I. Storage.

The contractor shall establish a written policy and procedure governing the storage of all flammable, toxic and caustic materials in accordance with all applicable laws, regulations and ACA standards.

J. Interior Furnishings.

The contractor shall provide to the COTR, when requested, evidence that the interior finishing material in all living areas, exit areas and places of public assembly is in accordance with recognized national fire safety codes. No facility furnishings, ceilings, partitions or floors shall be constructed of foamed plastics or foamed rubber unless the fire performance characteristics of the materials are in conformance with all the applicable building and fire codes.

K. Fire Alarm Systems and Equipment.

All fire suppression, alarms, smoke detectors and related equipment shall be operated, maintained and tested in accordance with the most stringent federal, state or local codes and ACA standards.

CHAPTER 11 - SANITATION AND HYGIENIC LIVING CONDITIONS.

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

A. Trash Removal.

The contractor shall maintain all interior and exterior common areas free from trash, debris and litter.

B. Environmental Control/Recycling.

The contractor shall be responsible for compliance with all applicable environmental laws, regulations and requirements.

C. Pest Control.

The contractor shall provide a program for the control of vermin and pests. This program shall include monthly inspections and treatments as necessary. All inspections and controls shall be performed by a licensed pest control specialist. Copies of inspections and corrective actions taken shall be made available for review by the COTR upon request.

D. Water Supply.

The contractor shall maintain written certification that the facility water supply meets all applicable laws and regulations of the governing jurisdiction. Such certification and documentation shall be made available to the COTR for inspections and corrective actions taken upon request.

E. Housekeeping.

The contractor shall have a daily housekeeping plan for the facility's physical plant. The contractor shall make arrangements and be responsible for periodic scheduled cleaning of floors, windows, furnishings, fixtures, and grounds necessary to conform to the applicable health and sanitary requirements. All facility maintenance (including janitorial service) is the responsibility of the contractor. The contractor shall keep all facility floors, hallways, and exists free of barriers, impediments, and hazardous substances.

F. Waste Disposal.

The contractor shall provide for both liquid and solid waste disposal. The contractor shall maintain written certifications demonstrating that the facility meets all applicable laws and regulations of the governing jurisdiction. Such certification and documentation shall be made available to the COTR upon request.

G. Clothing.

The contractor shall provide for the issuance of clean, suitable and presentable clothing to all detainees consisting of a uniform or jumpsuit which shall aid in identifying the detainees and their designated classification and work area assignments. Additionally, contractor shall provide footwear and socks, and 3 new sets of appropriate undergarments for each detainee upon being booked into the facility. Undergarments shall not be reissued to any other detainee and shall be disposed in accordance with the contractor's policy and procedures.

H. Laundry.

Uniforms or jumpsuits shall be cleaned, dried and reissued at least twice weekly, scheduled at least 3 days apart, to each detainee. The contractor shall provide for the cleaning of undergarments every other day and shall ensure the same undergarments are returned to the appropriate detainee. The contractor shall use individual mesh laundry bags that are identified with the detainee's name/number. The contractor shall ensure that all laundry is cleaned and dried using standard commercial practices. The contractor shall maintain all garments and footwear in good condition and shall replace such clothing as necessary. The contractor shall provide the appropriate seasonal outerwear when necessary for movement of detainee(s) outside the facility. Detainees shall not be allowed to wear personal clothing or a mixture of issued and personal clothing.

I. Linen.

The contractor shall provide for the issuance of suitable linen and towels to detainees as described below. The standard issue of bedding shall include 2 sheets, 1 pillow, 1 pillowcase, and 1 noncombustible mattress with cover and clean blankets to provide comfort under existing temperature conditions. The contractor shall provide a clean towel and bed linen at least twice weekly, scheduled at least 3 days apart, to each detainee.

J. Personal Hygiene Items.

The contractor shall provide to each detainee at no cost articles necessary for maintaining personal hygiene. Each detainee shall have soap, toothbrush, toothpaste or powder, a comb and toilet paper. The contractor shall also provide for the special hygiene needs of women. The contractor shall provide shaving equipment upon request.

K. Water Temperatures.

The contractor shall ensure the water temperature for showers or bathing is thermostatically controlled to ensure the safety of the detainees.

L. Hair Care Services.

The contractor shall provide hair care services by individuals skilled in hair care. The facilities used for hair care shall be located so as to permit observation by staff and equipment and shall be stored securely when not in use. The hair care area shall meet all applicable state and local sanitation and health requirements.

CHAPTER 12 - DETAINEE ADMISSION AND RELEASE (INS DETAINEES).

Under no circumstances shall the contractor refuse to accept custody of detainees or perform assignments within the scope of this contract. The contractor shall provide written plans, policies, and procedures which govern the reception, orientation, subsequent release of detainees, and control of detainee property. This material shall include and address the items listed below.

A. Admission of New Detainees (orientation procedures).

The contractor shall have written procedures for admitting new inmates to the facility. Such procedures shall include the development and use of an orientation checklist, interview process, and group meetings. Topics of reception and orientation shall include, but are not limited, to the following:

1. Complete search of the detainee.
2. Packing and storing of clothing and personal property.
3. Shower and hair care.
4. Issuance of clean, laundered clothing.
5. Review of photographs with notations of identifying marks and physical characteristics.
6. Record of basic personal data.
7. Assisting detainees in notifying families of admission and procedures for mail and visiting.
8. Discussion and issuance of detainee rights and responsibilities booklet.
9. Schedules of food service, laundry, commissary and recreation.
10. A written, itemized list is made of all personal property in the possession of a newly admitted detainee. A copy of this list, which notes all property to be held until release and indicating what is mailed to parties outside the facility, will be given to the detainee.
11. Employment and educational opportunities, if any.
12. The personal property a detainee can retain in his possession will be identified, and documentation of disposition provided. The contractor is responsible for mailing unauthorized property to an address designated by the detainee.
13. Procedures governing the control and safeguarding of detainee personal property.
14. Disciplinary policy will be discussed with each detainee and the detainee will sign for receipt of copies of the prohibited acts and rules and regulations.
15. Discussion of location of emergency exits and evacuation routes in case of fire or natural disaster.
16. Assign housing unit.

B. Records.

The contractor shall record the following intake booking information for every person admitted to the facility:

1. Picture,
2. Alien "A" file number,
3. Date of admission,
4. Name of person,
5. Place of apprehension,
6. Current address (or last known address) and phone number of close relatives or in the alternative, a responsible contact person,
7. Form I-203, Order to Detain Or Release Of Alien,
8. Name, title and signature of delivering officer,
9. Name, title and signature of receiving officer,
10. Sex,
11. Age,
12. Date of birth,
13. Place of birth/Nationality,
14. Race,
15. Health status (receiving screening),
16. Notation of cash and all property, and
17. Additional information concerning special custody requirements (i.e., classification), service needs, or other identifying information.

C. Personal Property.

The contractor shall provide written policy and procedure specifying the types of personal property detainees can retain in their possession during detention and the recording of any monetary credits to their accounts.

1. The contractor shall prepare a written, itemized inventory of all personal property of newly admitted detainees and shall provide for safe and secure storage, of their property, including clothing, money and other valuables. The detainee shall be given a receipt signed by the contractor and the detainee, for all property.
2. The property and valuables shall be returned to the detainee upon release from the facility or within 1 hour advance notification by the COTR.
3. All negotiable instruments and legal tender shall be fully returned to the detainee in the same form as they were received by the contractor. The items shall be verified and, if everything is in order, the detainee shall sign a receipt for the property and valuables returned.
4. The contractor shall confiscate all contraband items. A receipt signed by the contractor and the detainee shall be provided to the detainee for the confiscated items. Upon discovery of any other types of contraband items, the contractor shall immediately notify INS. A system of strict staff accountability shall be maintained to assure the safety of personal property, money and other valuables. Items, which the detainee may keep, shall be specified. Detainee funds shall be handled in accordance with INS accounting procedures.
5. The contractor shall provide liability insurance for all staff having access to detainee monies and valuables, in an amount sufficient to ensure reimbursement to the detainee by the contractor, in case of loss prior to the detainee's release from the facility. Any costs incurred as a result of delays in release of a detainee, due to missing property or valuables, shall be at the contractor's expense. The contractor shall immediately reimburse any detainee for any personal property, monies and/or valuables that the contractor is unable to return to the detainee due to loss, theft, misplacement, etc., for which the detainee has a property receipt.

D. Release.

Upon the receipt of an Order to Release (I-203) the contractor shall ensure a positive identification is made of the detainee prior to his or her release (I-385). To ensure positive identification, the contractor shall provide a digital identification system, approved in advance by the CO, to be used for comparison with the booking record. The contractor shall verify that the release order is accurate and complete.

CHAPTER 13 - DETAINEE RIGHTS, RULES, DISCIPLINE AND PRIVILEGES.

The contractor shall provide detainees protection from personal abuse, corporal punishment, personal injury, disease, property damage, and harassment.

A. Discrimination.

Detainees shall not be subjected to discrimination based on race, national origin, color, creed, sex, economic status or political belief. The contractor shall ensure that all detainees are assured equal opportunities to participate in all facility programs and all administrative decisions are made without discrimination. The contractor shall ensure that detainees' civil rights are not violated.

B. Discipline.

The contractor shall ensure that all discipline is strictly administered in accordance with the Operations Manual and INS policies.

C. Pro-Bono Legal Representation.

The contractor shall post a list provided by the INS of current pro-bono attorneys willing to represent detainees at the facility. This list shall remain posted at all times in an area near or adjacent to the detainee telephone system in each housing unit. One additional phone list shall be posted in the visitor entry location to the facility for viewing by visitors and attorneys. The contractor shall ensure and facilitate the right of detainees to have reasonable access to attorneys and their authorized representatives.

D. Religious Practice.

The contractor shall recognize the right of detainees to practice the religion of their choice. Every reasonable effort shall be made by the detention center staff to facilitate the free practice of religion, limited only by legitimate security and operational considerations. All detainees shall have access to religious resources, services, instruction or counseling on a voluntary basis. The contractor shall inform detainees of opportunities available in religious programming by posting religious service schedules in the dorm/day room areas. This should not be construed, however, as requiring that the contractor provide religious services for each and every denomination represented in the detainee population, but is intended to ensure that every detainee has religious opportunities.

E. Detainee Communication/Reporting Misconduct.

The contractor shall provide for INS approval a written policy and procedure which provides detainees as well as any other individual a means to report alleged misconduct and/or incidents under this contract. The contractor shall report all allegations made by any individual concerning incidents or misconduct immediately to the COTR. Policy and procedures shall ensure an open channel of communication between staff members and detainees. The policy and procedures shall identify detainee points of contact for problem identification and detail the contractor's internal system of resolution or referral to appropriate officials.

F. Prohibited Conduct.

The contractor shall provide written rules of detainee conduct, reviewed and approved by the INS, which specify acts prohibited within the facility and penalties that may be imposed for various degrees of violation. These rules shall be provided to all detainees, and procedures shall be in place for ensuring that all detainees understand the rules. The written rules of detainee conduct are revised annually and updated, if necessary, to ensure that they are consistent with INS policy.

G. Law Library.

The contractor will provide library services that, at a minimum, contain materials responsive to the interests and educational needs of the detainees. The INS shall make available certain legal publications on the subject of immigration law.

H. Detainee Complaints.

The contractor shall provide plans, policies and procedures for documenting all detainee complaints concerning food and other living conditions. The procedures shall require the contractor to investigate the complaints, determine if they have merit, propose corrective actions and provide a written report to the COTR. The contractor shall immediately notify the COTR of all such detainee complaints. Final approval of all corrective actions shall rest with the COTR.

I. Recreation and Activities.

The contractor shall provide written policy and procedures for recreational programs that address the detainees use of indoor and outdoor recreation areas. The contractor shall assure detainees are offered a minimum of 1 hour per day of recreation.

CHAPTER 14 - FOOD SERVICE.

The contractor shall prepare all meals on-site. Meals shall be nutritionally balanced, well planned, and prepared and served in a manner that meets established governmental health and safety codes. The contractor shall not use withholding of food as a means of discipline or punishment.

A. Certifications.

The contractor shall furnish documentation to the COTR that a registered dietician or nutritionist has reviewed the menu and shall certify compliance with the dietary allowances published by the National Academy of Sciences. The documentation and certification shall be submitted prior to receiving detainees and at least annually thereafter. Preparation of the menu shall account for the cultural diversity and dynamics of the detainee population. The menu shall be signed by the registered dietician or nutritionist indicating approval of nutritional adequacy.

B. Menus.

The contractor shall serve only meals that comply fully with the approved menu. The contractor shall prepare menu cycles or proposed menu changes seven days in advance of the next cycle or proposed implementation date for review and approval by COTR. A minimum of a 21-day cycle shall be used. The contractor shall document any substitutions or changes in the meals actually served on the menu. Such documentation shall be made available to the COTR upon request.

C. Monthly Evaluations.

Menus shall be evaluated at least monthly by facility food service employees to verify adherence to the nationally recommended daily servings or servings as directed by the facility physician. A file of tested recipes adjusted to a yield appropriate for the size of the facility is to be maintained on the premises for review by the COTR upon request.

D. Emergency Food Service Plan.

The contractor shall provide a written emergency food service plan to the COTR in the event of non-availability of meals at the facility. The contractor shall provide a separate room for meal preparation, servicing and handling of food which is utilized exclusively for this purpose.

E. Meal Preparation.

Meal preparation shall emphasize food flavor, texture, temperature, appearance and palatability. Food should be served as soon as possible after preparation and at an appropriate temperature. The INS may, at any time, monitor palatability, appearance, temperature and texture.

F. Special Dietary Needs.

The contractor shall immediately provide for special dietary needs as prescribed by appropriate medical/dental personnel or as directed by the COTR and, to the extent possible in compliance with the recognized religious or medical needs of the population. Special diets should be kept as simple as possible and should conform as closely as possible to the foods served the other detainees.

G. Meal Service.

The contractor shall provide three meals at regular meal times during each 24-hour period. No more than 14 hours between the evening meal and breakfast and a minimum of 2 hot meals every 24 hours shall be allowed. A minimum diet in every 24-hour period must consist of the full number of servings that meet provisions of the recommended dietary allowance. Meal service shall be in accordance with the contractor's approved policy and procedure.

H. Alternative Meals.

The contractor shall provide alternative meals for detainees who are away from the facility because of court appearances, off site medical appointments, or transfer to another facility

because of court appearances, off site medical appointments, or travel. The contractor may, at its option, provide sack lunches for detainees awaiting appearances in the USMS cellblocks, or hold meals for those detainees away from the facility during regularly scheduled mealtimes. The alternative meal must be nutritionally adequate to ensure good health.

I. Inspections.

The contractor shall ensure there are:

1. Weekly inspections of all good service areas, including dining and food preparation areas and equipment;
2. Sanitary temperature-controlled storage facilities for all foods;
3. Daily checks of refrigerator and water temperature by administrative, medical or dietary personnel;
4. Adequate loading/unloading areas and garbage disposal facilities.

The INS may conduct sanitary inspections and product examinations at any time and at any location where food or food products for this contract are processed, prepared, handled, stored, distributed from or served. The contractor shall supply the COTR 30 days after final completion with a directory of all sources of supply, the time and date of receipt of raw materials, supplies, and schedules for food preparation and serving.

J. Local Health Standards.

The contractor shall ensure that food service facilities, equipment, preparation and serving of meals as well as all cleanup and disposal meet all federal, state and local safety and health standards, as applicable, and that food service personnel comply with applicable health regulations.

K. Supplies.

The contractor shall ensure that the supplies delivered under this contract comply with the Federal Food, Drug, and Cosmetic Act, Meat Inspection Act, and applicable regulations. This requirement shall apply regardless of whether or not the supplies have been shipped in interstate commerce.

L. Livestock.

The contractor agrees that livestock products purchased for consumption under this contract shall be purchased only from firms conforming to the requirements of the Humane Slaughter Act of 1958 (7 U.S.C. 1901-1906).

M. Sampling.

The INS may conduct, at its expense, laboratory sampling and analysis on any food, food product, or component thereof provided under this contract. Frequency of government verification laboratory testing shall be either on a lot by lot basis or skip lot basis. The intensity frequency sampling shall be at the discretion of the COTR and of sufficient extent to assure the CO that the contractor is meeting all requirements. All government laboratory analysis shall be conducted in government or government approved laboratories with the exception that the Hobart Fat Percentage Measuring Kit, Model 101, may be used to determine the fat content of ground beef. Government verification laboratory analysis shall be conducted to determine product compliance and/or inadequacy of the contractor's laboratory testing procedures, results, or facilities. Samples taken by the COTR for testing shall be at the expense of the vendor.

CHAPTER 15 - MAIL/VISITATION/TELEPHONES/DETAINEE ACCOUNTS.

The contractor shall provide written plans, policy and procedures governing detainee correspondence and mail, visitation, the use of telephones, and detainee accounts.

A. Correspondence.

All regulations pertaining to detainee correspondence shall be available to staff members and posted within detainee areas. Detainees shall be permitted uncensored correspondence so long as such correspondence poses no threat to the safety and security of the institution, public officials, or the general public. The contractor shall ensure that all incoming and outgoing mail and correspondence is not held for more than 24 hours.

B. Postage.

There is to be no limitation on the volume of mail a detainee may send or receive, except as provided in this paragraph. The contractor shall provide detainees who are without funds, a specified postage allowance of two postage stamps per week for domestic first class letters one ounce or less. In addition, the contractor shall provide to detainees who are without funds, unlimited first-class postage allowance for attorney and court correspondence.

C. Inspection of Mail.

The contractor shall provide written policy and procedure providing for the inspection of detainee mail in the presence of the detainee to intercept cash, checks, money orders, identity documents and contraband. Cash, checks or money orders shall be removed from incoming mail and guarded safely. If contraband is discovered in either incoming or outgoing mail, it shall be confiscated.

D. X-ray Equipment.

The contractor shall provide X-ray equipment and a magnetometer to screen mail, deliveries, and visitors. Additionally, the contractor shall ensure that all personnel operating the screening equipment are properly trained.

E. Non-contact Visitation (optional).

The contractor shall provide written policies and procedure governing visitation. The contractor shall provide written notification of changes in visitation policy to all attorneys who regularly practice immigration law locally, attorneys who represent detainees in custody, as well as all free legal service groups. The visitation policy shall be posted prominently in the public waiting area. The contractor shall assure detainees are not denied access to visitation with persons of their choice, except where the contractor reasonably believes that such visits jeopardize the security of the facility or the safety of detainees or visitors. The contractor shall have the discretion to allow contact visitation.

F. Contact Visitation.

Legal counselors and religious advisers shall be allowed additional visiting privileges and accommodations, including contact visitation. Privacy and space should be provided for these contact visits. Any detainee who is denied visitation rights shall have the right to appeal that decision to the COTR.

G. Telephones.

The contractor shall provide a detainee pay phone system within the facility. All detainees, to include those in the SHU, shall be permitted telephone privileges providing for a minimum of one call per month. The contractor shall establish procedures that permit detainees to make telephone calls to include cases of emergency or indigence.

Telephone services for the Detainees to be provided through PUBLIC COMMUNICATIONS SERVICES (PCS), Los Angeles, CA, telephone number (310)231-1000, Government Representative, Paul Jennings. The Contractor shall schedule the Detainee Telephone System II (DTS II). Included in implementation will be the requirement of establishing procedures for the handling of debit cards, as the Seattle facility will be a cashless system.

H. Fiscal Responsibility.

The contractor is fiscally responsible for all funds, valuables, and property under its control. Detainee accounts, the commissary account, and any other accounts maintained by the contractor shall be audited at least annually by an independent Certified Public Accountant (CPA).

I. Detainee Accounts

A separate account shall be kept for each detainee. No money shall be kept by individual detainees. A policy and procedure shall be in place whereby a detainee can draw upon his funds for commissary purchases, to send money home, and to have his funds forwarded to the next facility to which he is to be transported. Undeliverable detainee funds must be maintained indefinitely and therefore, at such time as the contractual relationship is terminated, funds held shall be transferred along with a list of the amount due each detainee, to the COTR.

Detainees are allowed up to \$100.00 credit during given two-week periods for commissary privileges. Phone cards are to be accounted for separately, (See CH 15, Item G)

J. Commissary.

The facility shall maintain a commissary for detainees over which strict operational and fiscal controls are established.

1. The commissary shall be operated in accordance with INS Detention Standards, (Section J-3-14).
2. All detainees shall have the opportunity to purchase from the commissary a minimum of once a week.
3. The contractor shall establish a system of positive identification of detainees purchasing from the commissary which ensures one detainee does not purchase from another's account;
4. Detainees shall be provided a receipt for all purchases;
5. The contractor shall ensure detainees spend no more on purchases than the spending limit as allowed in Item "I" above (excluding those items listed in Section J-3-14);
6. The contractor shall maintain an inventory similar to the inventory maintained by the INS as provided in (Sect. J-3-14) and shall ensure that no prohibited items are stocked. The decision to stock tobacco products is within the discretion of the contractor;
7. The price of the items shall not be higher than the average community retail price.
8. Detainees are permitted to receive funds from outside sources (i.e., from family, friends, bank accounts). Outside funds or those generated from work may be used to pay for products and services from the commissary.
9. Procedures shall be established for transfer of detainee funds upon release from the facility, transfer to another institution or when an detainee requests a funds transfer to an outside source. Transfer shall occur within 5 working days of the event requiring the transfer of funds.

10. The COTR shall regularly review and approve the items to be sold.

K. Commissary Proceeds.

The proceeds shall be placed in a detainee recreation/welfare fund account. These funds shall not be commingled with any other funds and shall be utilized by the contractor only to provide additional goods and services which benefit the well being of the detainees as designated by the COTR and approved by the CO. Any other expenditure of funds from this account shall only be made with approval of the CO. At the end of the contract period or as directed by the CO, a check for any balance remaining in this account, along with any accrued interest, shall be made payable to the INS.

CHAPTER 16 - LOGS, RECORDS AND REPORTS.

A. General Requirements - Logs, Records and Reports.

The contractor shall provide written plans, policies and procedures that describe the format and reporting criteria for all records and reports, including the following:

1. The contractor shall maintain all logs and records required to operate and document both the operational and personnel aspects of the facility and to comply with the requirements of this contract.
2. All logs and records shall be maintained at the facility either in the control room housed in a safe such as "Mosley" or equal type, or in locked cabinets located within a properly secured and controlled file room.
3. The file room shall be located within the administrative area of the facility.
4. INS officials shall have the right to inspect any and all records, upon demand, at any time during the term of the contract or thereafter as specified below.
5. All reporting requirements contained within this contract shall comply with this section.
6. The contractor shall not destroy any logs and records pertaining to this contract. At the completion or termination of this contract, the contractor shall turn over all logs and records as directed by the CO.
7. The contractor shall provide written policy and procedure governing record and report management including but not limited to the establishment, utilization, content privacy, security, preservation and transfer of records to DOJ.

B. Custody Records.

The contractor shall maintain custody records on all detainees assigned to the facility, that contain:

1. Intake booking information;
2. Cash and property receipts;
3. Reports of disciplinary actions, incidents or crime(s) committed while in custody; and
4. Release information.

C. Daily Control Post Log.

The contractor shall maintain a daily control post log of all activities, security checks, head counts, and daily manifest. These reports shall be provided to the COTR upon request.

D. After Incident Reports.

There shall be written policy and procedure requiring immediate reporting to the COTR of all incidents that result in physical harm to or threaten the safety, health, and welfare of any person in the facility, or that threaten the security of the facility. Verbal reports shall be given immediately to the COTR or the Designated Service Officer followed by a written report within one (1) business day of the occurrence.

The decision to investigate any incident remains with the CO. The contractor shall cooperate with the INS in the review of all serious incidents. For purposes of this section, a serious incident means any incident resulting in injury to a prisoner, contractor staff, or property damage to the facility. In the event it is necessary in the judgment of the CO, to convene an independent after action review team to evaluate the causes and effects of any serious incident, the contractor shall pay all reasonable travel and other expenses incurred by the individuals (not to exceed 5 persons) serving on the after action review team.

E. Authorized Access to Records.

There shall be written policy and procedure identifying those persons within the facility and other authorized persons who have direct access to detainee records.

F. Daily Manifest.

The contractor shall furnish, on a daily basis, a manifest of all detainees currently detained in the facility. The manifest shall contain, at a minimum, the following information for each detained alien:

1. File Number (Alien "A" file number, as appropriate.)
2. Office received from.
3. Name.
4. Date of birth.

5. Gender.
6. Nationality.
7. Date of arrival.
8. Number of days the detainee has been in the facility.

G. Freedom of Information Act (FOIA)/Privacy Act (PA) Documents.

Business and financial records maintained by the contractor for the general function of its business, and not maintained as a close and necessary adjunct of this contract are not covered by the FOIA or the PA. For example, personnel records of contractor employees are not governed by the provisions of the FOIA and the PA.

H. Contract Completion/Termination.

At the completion or termination of this contract, the contractor shall, upon written request of the INS, turn over such detainee records specified by the INS, required for the operation and performance of this contract.

END OF SECTION C

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SECTION D - DELIVERIES OR PERFORMANCE

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SECTION E- INSPECTION AND ACCEPTANCE

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 reperformance, the Government may-
- (1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
 - (2) Reduce the contract price to reflect the reduced value of the services performed.
- (f) If the Contractor fails to promptly perform the services, again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may-
- (1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or
 - (2) Terminate the contract for default.

(End of clause)

E-2 52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)

- (a) Title to supplies furnished under this contract shall pass to the Government upon formal acceptance, regardless of when or where the Government takes physical possession, unless the contract specifically provides for earlier passage of title.
- (b) Unless the contract specifically provides otherwise, risk of loss of or damage to supplies shall remain with the Contractor until, and shall pass to the Government upon-
- (1) Delivery of the supplies to a carrier, transportation is f.o.b. origin; or

- (2) Acceptance by the Government or delivery of the supplies to the Government at the destination specified in the contract, whichever is later, if transportation is f.o.b. destination.
- (c) Paragraph (b) of this section shall not apply to supplies that so fail to conform to contract requirements as to give a right of rejection. The risk of loss or damage to such nonconforming supplies remains with the Contractor until cure or acceptance. After cure or acceptance, paragraph (b) of this section shall apply.
- (d) Under paragraph (b) of this section, the Contractor shall not be liable for loss of or damage to supplies caused by the negligence of officers, agents, or employees of the Government acting within the scope of their employment.

(End of Clause)

SECTION F - DELIVERIES OR PERFORMANCE

SECTION F - DELIVERIES OR PERFORMANCE

F-1 DELIVERY

Period of Performance

The initial period of performance shall commence within 240 days after contract award and extend for a period of one (1) year. The Contractor shall obtain a facility capable of housing up to a total of 500 detainee aliens, recruit staff, obtain sufficient suitability clearances to completely staff the posts, and commence operations within that 240 days.

F-2 NOTICE TO THE GOVERNMENT OF DELAYS

In the event the Contractor encounters difficulty in meeting performance requirements, or when he anticipates difficulty in complying with the contract delivery schedule or completion date, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately notify the Contracting Officer and the COTR, in writing, giving pertinent details; provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the Government or any delivery schedule or date, or any rights or remedies provided by law or under this contract.

F-3 DELIVERABLES OF WRITTEN DOCUMENTATION

<u>ELIN</u>	<u>DESCRIPTION</u>	<u>SECTION C SUB-SECTION</u>	<u>DELIVERY/DAYS AFTER AWARD</u>	<u>NO. OF COPIES</u>
A001	All Permits and Licenses necessary to function as qualified security service company.	I.E II.9.B	30 days	2
	All Permits and Licenses necessary to function as qualified medical services company.	II.8.B	30 days	2
	All Permits and Licenses necessary to function as qualified food services company.	II.14	30 days	2

<u>ELIN</u>	<u>DESCRIPTION</u>	<u>SECTION C SUB-SECTION</u>	<u>DELIVERY/DAYS AFTER AWARD</u>	<u>NO. OF COPIES</u>
A002	Any and all required commissions, permits, or licenses for each uniformed employee.	I.E II.2.K	60 days	2
A003	Any and all bonds, insurance, fees, costs required to provide services specified.	II.8.G	30 days	2
A004	Final Construction Drawings	II.8.C & 8.G	180 days	2
A005	Quality Assurance Plan.	II.1.B	45 days	2
A006	Quality Assurance audit.	II.1.B	Monthly	2
A007	Organizational Chart.	II.1.D	45 days	2
A008	Critical employee resume.	II.3.D II.3.E	45 days/ as required	2
A009	Operational Manual	II.1.G	45 days	2
A010	All documents, certifications pertaining to each employee's compliance with terms and conditions of employment.	II.1.E II.4	Prior to EOD	1
A011	Personnel duty roster.	II.3.A	Daily (24 hr. in advance of respective workday)-no later than 12 noon.	1
A012	Report of employees actually on duty with post assignments.	II.3A II.6.L	Daily (at completion of Shift #3)	1

<u>ELIN</u>	<u>DESCRIPTION</u>	<u>SECTION C SUB-SECTION</u>	<u>DELIVERY/DAYS AFTER AWARD</u>	<u>NO. OF COPIES</u>
A013	Standards of conduct and corresponding disciplinary actions.	II.2.	45 days	2
A014	Report of employee(s) in violation of or attempt to violate standards of conduct.	II.2.B.6	Immediately	1
A015	Copy of each employee's certification of reading standards of conduct.	II.2.B.7	Prior to EOD	1
A017	Completed employee suitability forms.	II.4.E	60 days prior to EOD	1
A018	Additional information relative to verification of employee's prior employment.	II.4.F.1	10 days from request	1
A019	Notice of withdrawn applications/change in status.	II.2.F	Immediately	1
A020	Drug testing	II.4.D.5	5 days following applicant's submission of personnel suitability package/as required	1
A021	Drug testing results	II.4.D.5	Prior to waiver being granted for employee to commence work	1
A022	Copy of completed Form I-9	II.4.E.5	30 days Prior to EOD	1
A023	Certification that employee complies with all health requirements.	II.4.E.	30 days Prior to EOD	1

<u>ELIN</u>	<u>DESCRIPTION</u>	<u>SECTION C SUB-SECTION</u>	<u>DELIVERY/DAYS AFTER AWARD</u>	<u>NO. OF COPIES</u>
A024	Notification of change in employee's health status.	II.2.D.	Immediately	1
A025	Employee resignation/ termination/transfer/ suspension/personnel action.	II.2.G	Immediately	1
A026	Training plan/methods	II.5.H/I/J/K	30 days/annually	1
A027	Employment Report (to include by employee: name, work classification, hours worked, as well as total hours worked by supervisory & non-supervisory employees.	II.3.F II.16.C	Daily (at completion of Shift #3)	1
A028	Special/other reports, orders, or instructions relating to or in support of required work.	II.3.A. II.6.E	Upon request	1
A029	Verbal notification of escape or attempted escape.	II.10.F.1 II.16.D	Immediately	1
A030	Written policy & procedures handling escapes/attempted escapes.	II.10.F.1	45 days/revised annually	2
A031	Written report of remedial action	II.10.F	Within 24 hours of escape or attempt	1
A032	Written policy & procedures which requires reporting of incidents relating to security, safety, health, welfare.	II.1C/G/.J/K II.6	45 days	2
A033	Physical force incident report: verbal/written.	II.6.M	Immediately/prior to end of shift	1

<u>ELIN</u>	<u>DESCRIPTION</u>	<u>SECTION C SUB-SECTION</u>	<u>DELIVERY/DAYS AFTER AWARD</u>	<u>NO. OF COPIES</u>
A034	Written policy & procedures relating to record & report management.	II.1.B/C	45 days	2
A035	Written Policy & Procedures relating to In-house, On-premises, Medical Care (Infirmary)	II.8.G/H/O/S/T/U	45 days	2
A036	Injury report	II.8.B/J	Within 2 days of occurrence	1
A037	Written Policy & Procedures relating to use of other Medical facilities & transportation for needed care.	II.8.E/L	45 days	2
A038	Written Policy & Procedures for Proper Management of Pharmaceuticals	II.8.Q	45 days	2
A039	All records required for operation and performance of work under this contract.	II.1.G	At completion/ termination of contract	1
A040	Written Policy & Procedures for operation and performance of Food Services	II.1.L II.14.D	45 days	2
A041	All logs and records pertaining to this contract.	II.16	At completion/ termination of contract	1
A042	Written rules of detainee conduct.	II.13.F	Revised annually	2

<u>ELIN</u>	<u>DESCRIPTION</u>	<u>SECTION C SUB-SECTION</u>	<u>DELIVERY/DAYS AFTER AWARD</u>	<u>NO. OF COPIES</u>
A043	Written report of all alleged or actual incidents of personal abuse of detainees by: corporal punishment, injury, disease, damage to personal property, harassment, or other misconduct.	II.16.D/E	Immediately	2
A044	Written report of any investigation of contract employee.	II.16.D	Immediately	2
A045	Documentation certifying that each contract employee has been issued approved uniforms and equipment.	II.2.K.1.a	Prior to EOD	1

F-4 MONETARY ADJUSTMENTS FOR INADEQUATE PERFORMANCE

Failures to perform any manning requirements or any other services which are currently or which may become required under this contract or failure to satisfactorily accomplish any contractual services, where those failures occur through the carelessness, neglect, or other fault of the Contractor or his employees, shall constitute contractual deficiencies which are subject to and for which reductions of payment will be made by the Government for each deficiency according to the schedule set forth below. Notwithstanding any monetary adjustments made for deficiencies, the Contractor's obligations for performance under this contract shall not be construed as having been waived in any way. Either the Contractor or his representative shall be advised in writing by the Government when monetary adjustments will be made by identifying the nature, place and times when deficiencies were found. The following schedule shall be applied in determining monetary adjustments of payments due to the Contractor if deficiencies in performance occur:

- a. The deficiencies itemized in the following schedules are separated into categories. In the first category of each schedule, deductions will be taken as listed. In the second category, deductions will be taken based upon percentages of the productive hourly rates as given in The Schedule, Supplies/Services and

Prices/Costs of any resulting contract. Deductions will not be made from both category 1 and category 2 for the same deficiency.

In calculating deductions, deficiencies that occurred during only part of an hour shall be considered to have occurred for that entire hour. Deductions will be made in whole hourly amounts only and will not be prorated by portions of hours. Deduction will be made for each post or employee, as appropriate, that is found to be deficient. Deductions will apply to both normally scheduled and temporary additional services.

The total deductions taken for any contract employee, post, or position during any one-hour period shall not exceed the maximum unit rate of the category used. Other deficiencies resulting from noncompliance with contract requirements which are not itemized in these schedules cause deductions to be taken under category 2, item 3 and shall not exceed the limit stated.

SCHEDULE OF DEFICIENCIES: Security Detention Officers

- b. Category 1: Maximum Unit Rate Shall be the Man-Day Rate Proposed by the Contractor in the Schedule, Supplies/Services and Prices/Costs.
 - 1. Failures to man posts, post abandonments, omissions of required contact reliefs, exceeding restriction on tours of duty by more than 4 hours, posts which are unprotected after removals made pursuant to determination of unfitness according to Section C, II REQUIREMENTS, CHAPTER 2- PERSONNEL, Paragraph B. Standards of Employee Conduct.
 - 2. Posts manned by contract employees who have not been granted required security clearances or who have been disqualified for duty in writing for reasons of suitability, or who commit the offenses listed in Section C, II REQUIREMENTS, CHAPTER 2- PERSONNEL, Paragraph E. Removal from Duty.

- c. Category 2: Maximum Unit Rate: Man Day Rate (M/D.R.)
 - 1. Posts manned by contract employees found to be:

	<u>RATES</u>
*a. untrained	100% of M/D.R.
*b. unqualified according to prerequisites for education, experience, health in accordance with Section C, II. REQUIRMENTS,	100% of M/D.R.

CHAPTER 2-PERSONNEL, paragraphs D/E/J

*When these conditions are found the COTR will direct the Contractor to immediately provide a replacement contract employee.

- 2. Failure to perform a specific duty listed in this contract or in the Post Orders, each instance. 100% of M/D.R.
- 3. Other deficiencies of the same scope and nature of those listed above. 100% of M/D.R.
- 4. Escapes where it has clearly been determined by investigation by the Contracting Officer that the Contractor employee's performance involved acquiescence, negligence, misconduct, lack of diligence, good judgement, and/or good common sense. \$1,500.00
- 5. Failure of the Contractor to fully comply with the detainee(s) departure as pre-scheduled. \$500.00

d. The hourly rates for the contract employees as listed in The Schedule, Supplies/Services and Prices/Costs will be used for determination in adjusting for nonperformance according to this paragraph, F.4, **MONETARY ADJUSTMENTS FOR INADEQUATE PERFORMANCE.**

SCHEDULE OF DEFICIENCIES: Supervisory Personnel

- e. Category 1: Maximum Unit Rate Shall be the Man Day Rate Proposed by the Contractor in the Schedule, Supplies/Services and Prices/Costs.
 - 1. Failures to man on-site positions, abandonments of positions, omissions of required contact reliefs, exceeding restriction on tours of duty by more than 4 hours, positions which are uncovered after removals made pursuant to determinations of unfitness according to Section C, II REQUIREMENTS, CHAPTER 2- PERSONNEL, B. Standards of Employee Conduct, supervisors who are sleeping or intoxicated.
 - 2. Supervisory personnel who have not been granted required security clearances or who have been disqualified for duty in writing for reasons of suitability, or who commit the offenses listed in Section C, II REQUIREMENTS, CHAPTER 2- PERSONNEL, Paragraph E. Removal from Duty, while on duty.

- f. Category 2: Maximum Unit Rate: Man Day Rate (M/D.R.)
- | | | |
|----|---|----------------|
| 1. | Supervision provided by employees found to be: | <u>RATES</u> |
| a. | Untrained | 100% of M/D.R. |
| b. | Unqualified according to prerequisites for education, experience, health in accordance with Section C, Subsection II REQUIREMENTS, Chapter 1 (D&J), Chapter 3, and Chapter 5. | 100% of M/D.R. |
| 2. | Failure to provide supervision | 100% of M/D.R. |
| 3. | Other deficiencies of the same scope and nature of those listed above | 100% of M/D.R. |
| 4. | Failure of the Contractor to notify INS of a change in status of an individual applying for employment under this contract. | \$1,900.00 |
- g. The hourly rates for the contract employees as listed in The Schedule, Supplies/Services and Prices/Costs will be used for determination in adjusting for nonperformance according to this paragraph, F.4, Monetary Adjustments for Inadequate Performance.

F.5 TASK ORDERS WILL NOT BE ISSUED UNTIL SECURITY CLEARANCES HAVE BEEN COMPLETED FOR INDIVIDUALS TO WORK UNDER THIS CONTRACT.

F.6 EVALUATION OF PERFORMANCE FOR CONTRACTOR PERFORMANCE REPORTS

Past performance information is relevant information regarding a contractor's actions and conduct on previously awarded contracts. It includes such things as a contractor's ability to conform to contract requirements and specifications, adherence to contract schedules, quality performance, cost control, reasonable and cooperative behavior, and commitment to customer satisfaction.

For active contracts valued in excess of \$1 Million, Federal agencies are required to prepare contractor performance evaluations (report cards). Report cards are completed and forwarded to the contractor for review within thirty (30) calendar days from the time

the work under the contract is completed for each contract year. Interim evaluations by the contracting officer may be completed as necessary. The contractor has thirty (30) days to reply with comments, rebutting statements, or additional information that will be made part of the official record. Performance evaluation reports will be available to Government contracting personnel for their use in making responsibility determinations and source selection purposes on future contract actions.

End of Section F.

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SECTION G - CONTRACT ADMINISTRATION DATA

SECTION G - CONTRACT ADMINISTRATION DATA

G-1 CONTRACT ADMINISTRATION

1. Contracting Officer:

Laguna Niguel, CA 92607-0080
Telephone: (949) 360-██████████ (b)(2)

2. Contract Administrator:

Laguna Niguel, CA 92607-0080
Telephone: (949) 360-██████████ (b)(2)

Written communications shall make reference to the contract number and shall be mailed to the applicable address above.

G-2 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

A. The Contracting Officer's Technical Representative (COTR) below is designated to coordinate the technical aspects of this contract and inspect items/services furnished hereunder; however, he 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 Item G.3. The authority to reject or deny performance and associated invoice payment is expressly reserved for the Contracting Officer.

C. The COTR(s) for this contract are:

PRIMARY:

SECONDARY:

G-3 SUBMISSION OF VOUCHERS OR INVOICES FOR PAYMENT OF COSTS

All invoices/vouchers and supporting statements/certificates shall show the correct number and shall be submitted by the contractor to the following:

Original Invoice

Duplicate Invoice (Please mark as "Duplicate")

Administrative Contracting Officer

Laguna Niguel, CA 92607-0080

Telephone: (949) 360- [REDACTED] (b)(2)

END OF SECTION G.

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H-1 CONTRACT TYPE

This is an Indefinite Delivery/Indefinite Quantity (ID/IQ) contract.

H-2 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-3 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-4 INCORPORATION OF SECTION K BY REFERENCE

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

H-5 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-6 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, Laguna Niguel, P.O. Box 30080, Laguna Niguel, CA 92607-0080.

H-7 PRICE REDUCTION

If at any time after the date of award, the contractor makes a general price reduction in the comparable price of any article or service covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to this contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purposes of this provision, a "General Price Reduction" shall mean any horizontal reduction in the price of an article or services offered (1) to the contractor's customers generally, or (2) in the Contractor's list price for that class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for submission of the offer resulting in the award of this contract. An occasional sale at the lower price, or sale of distressed merchandise at a lower price, would not be considered a "General Price Reduction" under this provision. The contractor shall invoice the ordering offices at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" clause of this contract. The contractor, in addition, shall, within ten (10) days of any general price reduction, notify the Contracting officer of such reduction by letter. Failure to do so may result in termination of the contract, as provided in the "Default" clause in Section I. Upon receipt of any notice of a general price reduction, this contract will be modified accordingly.

H-8 SUBCONTRACTING RESTRICTION

Except as specifically approved in writing, in advance by the Contracting Officer identified in Clause G.1, the Contractor shall not subcontract any work procured hereunder. It is contemplated that approval will be given for subcontracting certain phases of the work when, in the opinion of the COTR and the Contracting Officer, such subcontracting will not adversely affect the quality or delivery of the final product nor the difficulty or cost of inspection and testing. Requests for approval to subcontract shall be submitted, in writing, to the Contracting Officer at the address shown in Clause G.1.

H-9 CONTRACTOR MANAGEMENT RESPONSIBILITY

The Contractor shall appoint a Supervisor/Manager who will be the Contractor's Authorized Representative for technical and administrative performance of all services required hereunder. The Supervisor shall provide the single point of contact through which all Contractor/Government communications, work, and technical direction shall flow. The Supervisor shall receive and execute, on behalf of the Contractor, such technical direction as the COTR may issue within the terms and conditions of the contract. All administrative support of Contractor technical personnel required to fulfill the tasks assigned under this contract shall be the responsibility of the Contractor.

H-10 PERSONNEL REQUIREMENTS (HIRING)

The Contractor shall not hire any employee with the specific purpose of providing interim employment for the employee until employment by the Government can be effected.

H-11 ORGANIZATIONAL CONFLICTS OF INTEREST - GENERAL

A. The Contractor warrants that, to the best of his knowledge and belief, and except as otherwise set forth in this contract, he does not have any organizational conflict of interest as defined in paragraph B below.

B. The term "organizational conflict of interest" means a situation where a Contractor has interests, either due to its other activities or its relationships with other organizations, which place it in a position that may be unsatisfactory or unfavorable (i) from the Government's standpoint in being able to secure impartial, technically sound, objective assistance and advice from the Contractor, or in securing the advantages of adequate competition in its procurement; or (ii) from industry's standpoint in that unfair competitive advantages may accrue to the Contractor in question.

C. The Contractor agrees that, if after award he discovers an organizational conflict of interest with respect to this contract, he shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or proposes to take to avoid, eliminate or neutralize the conflict. The Government may, however, terminate the contract for the convenience of the Government if it would be in the best interests of the Government.

D. In the event that the Contractor was aware of organizational conflict of interest prior to the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the Government may terminate the contract at no cost to the Government.

H-12 INDEMNIFICATION

A. Responsibility for Government Property

1. 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-13 INSURANCE

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

1. Workman's Compensation and Employee's Liability Insurance: minimum \$100,000 per incident.

2. Comprehensive General Liability: minimum of \$500,000 for bodily injury per occurrence.
3. Automobile General Liability Insurance minimum \$200,000 per person; \$500,000 per accident; property damage \$20,000.

B. Prior to commencement of work hereunder, evidence of insurance and bonds if required, shall be furnished in a form satisfactory to the Contracting Officer, shown in Item G.1 herein. In addition, the Contractor shall furnish evidence of a commitment by the insurance carrier to notify the Contracting Officer in writing of any material change, expiration, or cancellation of any of the insurance policies or bonds required hereunder not less than thirty (30) days before such change, expiration or cancellation is effective.

H-14 REQUIRED SECURITY INVESTIGATION

A. Suitability Requirements

In accordance with (Executive Order 10450, DOJ Order 2610.2) each contractor employee shall be subject to a Suitability Check completed by the Office of Personnel Management for security purposes before they are eligible to work under this contract. This shall also include all officers of the firm who visit the work sites. Employees on whom Suitability Checks have not been completed may not be permitted to work. When rehired, former employees may also have their suitability again ascertained. It is the option of INS to repeat Suitability Check on any contract employee should the need be indicated. The Suitability Check shall consist of limited personal background inquiries pertaining to verification of names, physical description, marital status, present and former residences, education received, employment history, arrest records if any, memberships in social organizations, identification of relatives, personal references, fingerprint classifications, and other information related to the preceding areas for each employee. In addition to the Suitability Checks, employees shall be subject to police record checks to be made at the time of employment. Except as prohibited by law all results shall be transmitted to the Contracting Officer's Technical Representative (COTR) immediately. Suitability forms will be supplied by the COTR to the Contractor and will be completed by each contract employee. The following forms, after being completed, shall be furnished to the COTR no less than 21 days before the starting date of the Contract or, for replacement employees, before entering on duty.

- a. Statement of Personal History. SF-85P, "Questionnaire for Public Trust Positions" and SF-85P-S, "Supplemental Questionnaire for Selected Positions."
- b. Three (3) FBI Fingerprint Cards. FD-258.
- c. Form I-9 or Birth Certificate.

d. Foreign Relative Form

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 on employees retained, unless specifically requested to do so by the COTR.

The COTR shall provide Pre-Employment Suitability Checks (Form G-736) for three (3) references from Block 13 of the SF-85P and for all supervisors for the last five (5) years from block 11 of the SF-85P. The COTR will first attempt to make contact via telephone for each individual being vouchered. The COTR shall include all information on the form and shall sign the form with the date and time, and the statement "Taken Telephonically by _____". The duty title of that individual shall be included with his/her name and be signed at the bottom of block 14 on Form G-736. If contact cannot be made via the telephone the Form G-736 may be mailed with a return envelope and a request that the person being queried contact the COTR by telephone to expedite completion of the form by telephone, if possible.

When all forms have been submitted to the COTR (SF-85P, SF-85P-s, SF-258, I-9, and the Foreign Relative Form), the entire package shall be submitted to the INS Personnel Suitability Office for review. Upon receiving completed packages on prospective applicants, credit checks will be initiated on each. If both the credit and fingerprint checks are clear, Personnel Suitability will notify the COTR that the person is eligible to enter on duty and forward the security clearance package to the Office of Personnel Management (OPM) for investigation. The granting of a clearance to any such employee, however, shall not be considered an assurance that full clearance will follow. The granting of a full clearance shall in no way prevent, preclude or bar the withdrawal or termination of any such clearance by INS, at any time during the term of the contract. The Contractor shall provide to the COTR, prior to beginning performance, an initial list of all principals, staff members and employees having access to INS work areas. On the 1st and 15th of each month thereafter the contractor shall provide the following information:

- (i) A current list of all principals, staff members, and employees having access to any facility covered under the contract.
- (ii) A list showing the names of all new applicants being considered for employment.
- (iii) A list of employees who terminated during the preceding week.

Each list shall identify the personnel by last name, first name, middle initial, social security number, date starting work and duties performed during employment.

The Government reserves the right and prerogative to require the contractor to terminate the services and/or restrict access to the facility of any contractor employee who may be an offender or whose personal habits, criminal history or inclinations are in conflict with the DOJ Standards of Conduct (28 CFR 45.731.1 through 45.731.26), or who may otherwise be a security risk.

The contractor is specifically prohibited from hiring active duty military personnel and civilians employed by the Government to perform work under this contract. All personnel must be U.S. citizens or lawful permanent residents, possess a high school diploma or equivalent (GED), have no criminal record, and be in good physical condition.

B. Removal from Duty

If the Contracting Officer or his designee receives disqualifying information on a contractor employee as a result of a Suitability Check, he shall direct that the Contractor not allow employee to perform any work on the terms of the contract. The Contractor must comply with all such directions. When any employee is removed from duty under these circumstances, the Contractor shall revoke his identification credentials as necessary and properly complete any required dispositions. Contractor employees may be disqualified for duty if any of the following are developed as facts pursuant to a Suitability Check:

- (i) Conviction of a felony, a crime of violence, or a serious misdemeanor within the last five (5) years.
- (ii) Possessing a record of arrests for continuing offenses.
- (iii) Falsification of information entered on suitability forms.

End of Section H.

**I-30 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**

Employee class:		Monetary wage - Fringe benefits:	
Accounting Clerk	GS 4712 2/2	\$7.74	\$2.90
Secretary	GS 4622 4/2	\$9.57	\$3.59
Cook	WG 5215 6/2	\$11.94	\$4.48
Food Service Worker	WG 5219 2/2	\$7.74	\$2.90
Stock Clerk	WG 4754 4/2	\$9.57	\$3.59
General Maint Worker	WG 6179 8/2	\$14.67	\$5.51
Janitor	WG 5244 2/2	\$7.74	\$2.90
Maid/Houseman	WG 5242 1/2	\$6.95	\$2.61
Machine Washer	WG 7658 3/2	\$8.53	\$3.20
Medical/Dental Unit Worker	GS 5233 4/2	\$9.57	\$3.59
Barber	WG 5252 7/2	\$13.26	\$4.97
Beautician	WG 5253 7/2	\$13.26	\$4.97
Guard	GS 5144 4/2	\$9.57	\$3.59
Detention/Correction Officer	GS 5133 6/1	\$10.37	\$3.70
Registered Nurse	GS 29 7/2	\$13.26	\$4.97
Laborer, Grounds Maint	WG 3502 2/2	\$7.74	\$2.90

SECTION J - LIST OF ATTACHMENTS

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- J-1 Attachment No. 1 – Standards for Adult Local Detention Facilities, March 1991, 155 pages.**
- J-2 Attachment No. 2 – Hold Room Design Standards, January 1993, 131 pages.**
- J-3 Attachment No. 3 – INS Detention Standards**
 - 3-1. Access to Legal Materials, 18 pages.**
 - 3-2. Detained Alien Recreation Policy, 9 pages.**
 - 3-3. Detainee Access to Medical Care, 9 pages.**
 - 3-4. Detainee Hunger Strikes, 5 pages.**
 - 3-5. Detainee Suicide Prevention and Intervention, 3 pages.**
 - 3-6. Detainee Telephone Access, 7 pages.**
 - 3-7. Detainee Visitation, 30 pages.**
 - 3-8. Detainee Voluntary Work Program, 44 pages.**
 - 3-9. Group Legal Rights Presentation, 10 pages.**
 - 3-10. Issuance & Exchange of Clothing/Bedding/Linen/Towels, 3 pages.**
 - 3-11. Marriage Requests, 4 pages.**
 - 3-12. Population Counts, 5 pages.**
 - 3-13. Religious Practices, 4 pages.**
 - 3-14. Accountability of Detainee Funds and Personal Property, 14 pages.**
 - 3-15. Control and Disposition of Contraband, 8 pages.**
 - 3-16. Post Orders, 5 pages.**
 - 3-17. Detainee Correspondence and Other Mail, 10 pages.**
- J-4 Attachment No. 4 - INS Health Care Program, Policies and Procedures, 1 page. (Complete copy upon request, 164 pages)**
- J-5 Attachment No. 5 - Department of Labor Wage Determination No. 94-2563, Revision No: 14, dated 07/23/1998, 9 pages.**
- J-6 Attachment No. 6 - SF 1448, Proposal Cover Sheet, 1 page.**
- J-7 Attachment No. 7 - Quality Assurance Checklist, 6 pages.**
- J-8 Attachment No. 8 - Past Performance Questionnaire, 7 pages.**