

Company Name:  
Ahtna Technical Services

Contract Number:  
HSCEDM-08-D-00002 (HSCEDM08D00002)

Solicitation Number:  
HSCEDM-08-R-00007 (HSCEDM08R00007)

Period of Performance:  
Through 5/31/2013

Services Provided:  
Operation of Detention Processing Facility at the Port Isabel Detention Center, Rt. 3 Box 341, Buena Vista Blvd, Los Fresnos, Texas (TX) 78566.

**SOLICITATION, OFFER AND AWARD**

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (19 CFR 700)

PAGE OF PAGES

2. CONTRACT NUMBER

HSCEDM-08-D-00002

3. SOLICITATION NUMBER

HSCEDM-08-R-00007

4. TYPE OF SOLICITATION

SEALED BID (IFB)  
 NEGOTIATED (RFP)

5. DATE ISSUED

02/28/2008

6. REQUISITION/PURCHASE NUMBER

1 | 160

7. ISSUED BY

CODE ICE/DM/DC-DC

8. ADDRESS OFFER TO (If other than Item 7)

ICE/Detent Mngt/Detent Contracts-DC  
Immigration and Customs Enforcement  
Office of Acquisition Management  
425 I Street NW, Suite 2208  
Washington DC 20536

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

**SOLICITATION**

9. Sealed offers in original and

3

copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item B, or if hand carried, in the depository located in \_\_\_\_\_ until \_\_\_\_\_ local time \_\_\_\_\_

1500 ES

(Hour)

04/11/2008

(Date)

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

10. FOR INFORMATION CALL:

A. NAME

Travis Gordon

B. TELEPHONE (NO COLLECT CALLS)

NUMBER EXT.

C. E-MAIL ADDRESS

b2Low

b6

**11. TABLE OF CONTENTS**

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM	1	<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	121
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT	9	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	148
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING	108	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	110	<input checked="" type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	149
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	112	<input checked="" type="checkbox"/>	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	155
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA	114	<input checked="" type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	159
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	118				

**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.

compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted) the offeror) from the date of 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 L, Clause No. 52.232-6)

10 CALENDAR DAYS (%)

20 CALENDAR DAYS (%)

30 CALENDAR DAYS (%)

CALENDAR DAYS (%)

14. ACKNOWLEDGEMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):

AMENDMENT NO.

DATE

AMENDMENT NO.

DATE

001

4-March-2008

002

31-March-2008

15A. NAME AND ADDRESS OF OFFEROR

CODE 3G4S8

FACILITY

Ahtna Technical Services, Inc.  
1400 West Benson Blvd., Suite 210  
Anchorage, AK 99503  
(907) 334-9664

DUNS  
085009194

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

Carolyn Craig  
President and CEO, ATSI

15B. TELEPHONE NUMBER  
AREA CODE NUMBER EXT.  
(907) 334-9664

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

17. SIGNATURE

Carolyn Craig

18. OFFER DATE  
28-April-2008

**AWARD (To be completed by government)**

19. ACCEPTED AS TO ITEMS NUMBERED

20. AMOUNT

21. ACCOUNTING AND APPROPRIATION

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

23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)

24. ADMINISTERED BY (If other than Item 7)

CODE

26. PAYMENT WILL BE MADE BY

CODE

25. NAME OF CONTRACTING OFFICER (Type or print)  
JERALD H. NEVELEFF  
CONTRACTING OFFICER

27. UNITED STATES OF AMERICA

28. AWARD DATE

Jerald H. Neveleff  
(Signature of Contracting Officer)

10 Jul 08

NOTE: Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.  
DESIGNED FOR LOCAL REPRODUCTION  
Previous edition is obsolete

HSCEDM-08-D-00002

HSCEDM-08-R-00007

SEALED BID  
 NEGOTIATED

DATE ISSUED  
02/28/2008

REQUISITION/PURCHASE NUMBER

7. ISSUED BY

CODE ICE/DM/DC-DC

8. ADDRESS OFFER TO (if other than item 7)

ICE/Detent Mngt/Detent Contracts-DC  
Immigration and Customs Enforcement  
Office of Acquisition Management  
25 I Street NW, Suite 2208  
Washington DC 20536

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SOLICITATION

9. Sealed offers in original and

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copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in

until 1500 ES (Hour)

local time

04/11/2008 (Date)

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

10. FOR INFORMATION CALL:

A. NAME

Travis Gordon

B. TELEPHONE (NO COLLECT CALLS)

AREA CODE

NUMBER

EXT.

b2Low

C. E-MAIL ADDRESS

b6

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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 (90 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 L, Clause No. 52.232-6)

10 CALENDAR DAYS (%)

20 CALENDAR DAYS (%)

30 CALENDAR DAYS (%)

CALENDAR DAYS (%)

14. ACKNOWLEDGEMENT 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

003

4-April-2008

005

18-April-2008

004

8-April-2008

Mods 8, 9, 10

21-April-2008

15A. NAME AND ADDRESS OF OFFEROR

CODE 3G4S8

FACILITY

Ahtna Technical Services, Inc.  
1400 West Benson Blvd., Suite 210  
Anchorage, AK 99503  
(907) 334-9664

DUNS  
085009194

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

Carolyn Craig  
President and CEO, ATSI

22-April-2008,  
23-April 2008

19A. TELEPHONE NUMBER  
AREA CODE (907)  
NUMBER 334-9664  
EXT.

19B. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.

17. SIGNATURE  
Carolyn Craig

18. OFFER DATE  
28-April-2008

AWARD (To be completed by government)

19. ACCEPTED AS TO ITEMS NUMBERED

20. AMOUNT

21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:

10 U.S.C. 2304 (a) ( )

41 U.S.C. 253 (a) ( )

23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)

ITEM

24. ADMINISTERED BY (if other than item 7)

CODE

25. PAYMENT WILL BE MADE BY

CODE

26. NAME OF CONTRACTING OFFICER (Type or print)

JERALD H. NEVELEFF  
CONTRACTING OFFICER

27. UNITED STATES OF AMERICA

Jerald H. Neveleff  
(Signature of Contracting Officer)

28. AWARD DATE

12 July 08

IMPORTANT - Award will be made on this Form, or on Standard Form 28, or by other authorized official written notice. AUTHORIZED FOR LOCAL REPRODUCTION

Previous edition is unusable

STANDARD FORM 33 (Rev. 3-37)  
Prescribed by GSA - FAR (48 CFR) 53.214 (4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
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NAME OF OFFEROR OR CONTRACTOR  
AHTNA TECHNICAL SERVICES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>DUNS Number: 085009194                      COTR b6,b7c Deportation Officer                      b6,b7c                      COTR Fermin Lopez                      Funding will be provided through Delivery Orders.                      Period of Performance: 07/09/2008 to 05/31/2013                      MOBILIZATION                      Obligated Amount: \$0.00                      Product/Service Code: S206                      Delivery Location Code: PIDC                      PORT ISABEL DETENTION CENTER                      IMMIGRATION AND CUSTOMS ENFORCEMENT                      Rt. 3 Box 341                      BUENA VISTA BLVD                      LOS FRESNOS TX 78566                      Accounting Info:                      Funded: \$0.00</p>				(b)(4)
0002	<p>Detention and Food Services in accordance with                      Statement of Objectives and Performance Work                      Statements                      Note: The guaranteed monthly minimum is                      calculated as follows:                      500 beds * the bed/day rate * 30 days =                      guaranteed monthly minimum                      Note: The contractor shall serve three meals per                      24 hour period to each detainee (breakfast, lunch                      and dinner). Any of these meals may be                      substituted as required (e.g. air flight meal,                      special diet meal and/or therapeutic diet meal)                      Obligated Amount: \$0.00                      Product/Service Code: S206                      Delivery Location Code: PIDC                      PORT ISABEL DETENTION CENTER                      IMMIGRATION AND CUSTOMS ENFORCEMENT                      Rt. 3 Box 341                      BUENA VISTA BLVD                      LOS FRESNOS TX 78566                      Accounting Info:                      Funded: \$0.00                      Continued ...</p>				(b)(4)

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REFERENCE NO. OF DOCUMENT BEING CONTINUED  
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NAME OF OFFEROR OR CONTRACTOR  
AHTNA TECHNICAL SERVICES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0003	<p>Detention and Food Services in accordance with Statement of Objectives and Performance Work Statements above the guaranteed minimum (&gt;500)</p> <p>Bed/day rate is Unit Price</p> <p>Bed/day rate * 30 days * 10 months</p> <p>Note: The contractor shall serve three meals per 24 hour period to each detainee (breakfast, lunch and dinner). Any of these meals may be substituted as required (e.g. air flight meal, special diet meal and/or therapeutic diet meal Obligated Amount: \$0.00 Product/Service Code: S206</p> <p>Delivery Location Code: PIDC PORT ISABEL DETENTION CENTER IMMIGRATION AND CUSTOMS ENFORCEMENT Rt 3 Box 341 BUENA VISTA BLVD LOS FRESNOS TX 78566 Accounting Info: Funded: \$0.00</p> <p>The Bed Day rate in CLIN 0003 (and Option CLINs 1003, 2003, 3003 and 4003) for quantities above the guaranteed minimum shall be reasonable when compared to the Offerors proposed rate for the guaranteed minimum quantities.</p>	1	DA	0.00	
0004	<p>TRANSPORTATION ( in accordance with Statement of Objectives and Performance Work Statement) Obligated Amount: \$0.00 Product/Service Code: S206</p> <p>Delivery Location Code: PIDC PORT ISABEL DETENTION CENTER IMMIGRATION AND CUSTOMS ENFORCEMENT Rt 3 Box 341 BUENA VISTA BLVD LOS FRESNOS TX 78566 Accounting Info: Funded: \$0.00</p>		DH	(b)(4)	
0005	<p>DELIVERABLES ( in accordance with Statement of Objectives and Performance Work Statement) (Not Separately Priced) Continued ...</p>	LO			0.00

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NAME OF OFFEROR OR CONTRACTOR  
AHTNA TECHNICAL SERVICES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Product/Service Code: S206  Delivery Location Code: PIDC PORT ISABEL DETENTION CENTER IMMIGRATION AND CUSTOMS ENFORCEMENT Rt 3 Box 341 BUENA VISTA BLVD LOS FRESNOS TX 78566 Amount: \$0.00 Accounting Info: Funded: \$0.00				
0006	Lodging & M&IE and Overtime for Guards exceeding standard 8 hour workday (mark-up %).  The mark-up is b4 or approved Lodging & M&IE and Overtime for Guards exceeding standard 8 hour workday .  In the event that transportation services involve distances that exceed a standard eight (8) hour workday to complete, the contractor shall be reimbursed actual costs for overtime, meals, and overnight lodging at rates commiserate with the U.S. General Services Administration (GSA) rates for the final destination at the end of the day (i.e. Port Isabel SPC to San Antonio, Texas with overnight in San Antonio shall be reimbursed at GSA per diem rate for San Antonio). Any overtime pay incurred for transportation shall be reimbursed at the applicable Department of Labor overtime rate for the transportation officer position incorporated within this contract. The contractor shall comply with ICE transportation standards related to the number of hours the employee may operate a vehicle. Overnight lodging resulting from transportation services shall be approved in advance by the COTR or designated ICE official. Lodging will be reimbursed at the actual expense up to the maximum amount listed in the GSA published rates within the geographical area of occurrence (i.e. location of overnight stay). Applicable GSA rates can be found at www.gsa.gov. Product/Service Code: S206	1	LO	0.00	
0007	Lodging & M&IE and Overtime for Cooks required to Travel and support emergency and evacuation operation  Continued ...	1	LO	0.00	

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NAME OF OFFEROR OR CONTRACTOR  
AHTNA TECHNICAL SERVICES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0008	<p>The mark-up is b4 for approved Lodging &amp; M&amp;IE and Overtime for Cooks exceeding standard 8 hour workday .</p> <p>In the event that emergency and evacuation food service support is required in accordance with the local detention centers emergency plans, the contractor shall be reimbursed actual costs for overtime, meals, and overnight lodging at rates commensurate with U.S. General Services Administration (GSA) rates for the final destination at the end of the day (i.e. Port Isabel SPC to San Antonio, Texas with overnight in San Antonio shall be reimbursed at GSA per diem rate for San Antonio). Any overtime pay incurred for Cooks shall be reimbursed at the applicable Department of Labor overtime rate for the transportation officer position incorporated within this contract. Lodging will be reimbursed at the actual expense up to the maximum amount listed in the GSA published rates within the geographical area of occurrence (i.e. location of overnight stay). Applicable GSA rates can be found at www.gsa.gov. Obligated Amount: \$0.00 Product/Service Code: S206</p> <p>Delivery Location Code: PIDC PORT ISABEL DETENTION CENTER IMMIGRATION AND CUSTOMS ENFORCEMENT 27991 BUENA VISTA BLVD LOS FRESNOS TX 78566 Accounting Info: Funded: \$0.00</p> <p>Food Service Support for emergency and evacuation operation</p> <p>The contractor shall provide emergency and evacuation food service support in accordance with the local detention center's emergency plans. In emergency situations, the food service department shall be required to prepare one or more sack lunches for each detainee being evacuated in accordance with the local detention centers emergency plans. Obligated Amount: \$0.00 Product/Service Code: S206</p> <p>Delivery Location Code: PIDC Continued ...</p>		EA	(b)(4)	

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NAME OF OFFEROR OR CONTRACTOR  
AHTNA TECHNICAL SERVICES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0009	<p>PORT ISABEL DETENTION CENTER IMMIGRATION AND CUSTOMS ENFORCEMENT 27991 BUENA VISTA BLVD LOS FRESNOS TX 78566 Accounting Info: Funded: \$0.00</p> <p>Stationary Guard Services on-demand</p> <p>The contractor shall provide on-demand stationary guard services as required by the COTR to include, but not limited to, escorting and guarding detainees to medical or doctors appointments, hearings, ICE interviews and enhancing specific requirements for security, detainee monitoring, visitation and contraband control.</p> <p>Obligated Amount: \$0.00 Product/Service Code: S206</p> <p>Delivery Location Code: PIDC PORT ISABEL DETENTION CENTER IMMIGRATION AND CUSTOMS ENFORCEMENT 27991 BUENA VISTA BLVD LOS FRESNOS TX 78566 Accounting Info: Funded: \$0.00</p>		HR	(b)(4)	
1002	<p>Detention and Food Services in accordance with Statement of Objectives and Performance Work Statements</p> <p>Note: The guaranteed monthly minimum is calculated as follows:</p> <p>500 beds * the bed/day rate * 30 days = guaranteed monthly minimum</p> <p>Note: The contractor shall serve three meals per 24 hour period to each detainee (breakfast, lunch and dinner). Any of these meals may be substituted as required (e.g. air flight meal, special diet meal and/or therapeutic diet meal) (Option Line Item) 04/01/2009 Product/Service Code: S206</p> <p>Delivery Location Code: PIDC PORT ISABEL DETENTION CENTER IMMIGRATION AND CUSTOMS ENFORCEMENT Continued ...</p>				(b)(4)



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NAME OF OFFEROR OR CONTRACTOR  
AHTNA TECHNICAL SERVICES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1003	<p>Rt. 3 Box 341 BUENA VISTA BLVD LOS FRESNOS TX 78566 Accounting Info: Funded: \$0.00</p> <p>Detention and Food Services in accordance with Statement of Objectives and Performance Work Statements above the guaranteed minimum (&gt;500)</p> <p>Contractor shall propose its bed/day rate.</p> <p>For the sake of evaluation of bids assume: 700 additional beds (above the guaranteed minimum) * the bed/day rate * 30 days * 12 months</p> <p>Note: The contractor shall serve three meals per 24 hour period to each detainee (breakfast, lunch and dinner). Any of these meals may be substituted as required (e.g. air flight meal, special diet meal and/or therapeutic diet meal) (Option Line Item) 06/01/2009 Product/Service Code: S206</p> <p>Delivery Location Code: PIDC PORT ISABEL DETENTION CENTER IMMIGRATION AND CUSTOMS ENFORCEMENT Rt 3 Box 341 BUENA VISTA BLVD LOS FRESNOS TX 78566 Accounting Info: Funded: \$0.00</p>	1	DA	0.00	
1004	<p>TRANSPORTATION ( in accordance with Statement of Objectives and Performance Work Statement) (Option Line Item) 06/01/2009 Product/Service Code: S206</p> <p>Delivery Location Code: PIDC PORT ISABEL DETENTION CENTER IMMIGRATION AND CUSTOMS ENFORCEMENT Rt 3 Box 341 BUENA VISTA BLVD LOS FRESNOS TX 78566 Accounting Info: Funded: \$0.00 Continued ...</p>	1	DH	0.00	

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NAME OF OFFEROR OR CONTRACTOR  
AHTNA TECHNICAL SERVICES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1005	<p>DELIVERABLES ( in accordance with Statement of Objectives and Performance Work Statement) (Option Line Item) 06/01/2009 (Not Separately Priced) Product/Service Code: S206</p> <p>Delivery Location Code: PIDC PORT ISABEL DETENTION CENTER IMMIGRATION AND CUSTOMS ENFORCEMENT Rt 3 Box 341 BUENA VISTA BLVD LOS FRESNOS TX 78566 Amount: \$0.00 Accounting Info: Funded: \$0.00</p>		LO		0.00
1006	<p>Lodging &amp; M&amp;IE and Overtime for Guards exceeding standard 8 hour workday (mark-up %).</p> <p>The mark-up is (b)(4) or approved Lodging &amp; M&amp;IE and Overtime for Guards exceeding standard 8 hour workday .</p> <p>In the event that transportation services involve distances that exceed a standard eight (8) hour workday to complete, the contractor shall be reimbursed actual costs for overtime, meals, and overnight lodging at rates commiserate with the U.S. General Services Administration (GSA) rates for the final destination at the end of the day (i.e. Port Isabel SPC to San Antonio, Texas with overnight in San Antonio shall be reimbursed at GSA per diem rate for San Antonio). Any overtime pay incurred for transportation shall be reimbursed at the applicable Department of Labor overtime rate for the transportation officer position incorporated within this contract. The contractor shall comply with ICE transportation standards related to the number of hours the employee may operate a vehicle. Overnight lodging resulting from transportation services shall be approved in advance by the COTR or designated ICE official. Lodging will be reimbursed at the actual expense up to the maximum amount listed in the GSA published rates within the geographical area of occurrence (i.e. location of overnight stay). Applicable GSA rates can be found at <a href="http://www.gsa.gov">www.gsa.gov</a>. Continued ...</p>	1	LO	0.00	

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NAME OF OFFEROR OR CONTRACTOR  
AHTNA TECHNICAL SERVICES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1007	<p>(Option Line Item) 06/01/2009 Product/Service Code: S206</p> <p>Lodging &amp; M&amp;IE and Overtime for Cooks required to Travel and support emergency and evacuation operation</p> <p>The mark-up is b4 for approved Lodging &amp; M&amp;IE and Overtime for Cooks exceeding standard 8 hour workday .</p> <p>In the event that emergency and evacuation food service support is required in accordance with the local detention centers emergency plans, the contractor shall be reimbursed actual costs for overtime, meals, and overnight lodging at rates commensurate with U.S. General Services Administration (GSA) rates for the final destination at the end of the day (i.e. Port Isabel SPC to San Antonio, Texas with overnight in San Antonio shall be reimbursed at GSA per diem rate for San Antonio). Any overtime pay incurred for Cooks shall be reimbursed at the applicable Department of Labor overtime rate for the transportation officer position incorporated within this contract. Lodging will be reimbursed at the actual expense up to the maximum amount listed in the GSA published rates within the geographical area of occurrence (i.e. location of overnight stay). Applicable GSA rates can be found at <a href="http://www.gsa.gov">www.gsa.gov</a>.</p> <p>(Option Line Item) 06/01/2009 Product/Service Code: S206</p> <p>Delivery Location Code: PIDC PORT ISABEL DETENTION CENTER IMMIGRATION AND CUSTOMS ENFORCEMENT 27991 BUENA VISTA BLVD LOS FRESNOS TX 78566 Accounting Info: Funded: \$0.00</p>	1	LO	0.00	
1008	<p>Food Service Support for emergency and evacuation operation</p> <p>The contractor shall provide emergency and evacuation food service support in accordance with the local detention center's emergency</p> <p>Continued ...</p>		EA	(b)(4)	

CONTINUATION SHEET

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NAME OF OFFEROR OR CONTRACTOR  
AHTNA TECHNICAL SERVICES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>plans. In emergency situations, the food service department shall be required to prepare one or more sack lunches for each detainee being evacuated in accordance with the local detention centers emergency plans. (Option Line Item) 06/01/2009 Product/Service Code: S206</p> <p>Delivery Location Code: PIDC PORT ISABEL DETENTION CENTER IMMIGRATION AND CUSTOMS ENFORCEMENT 27991 BUENA VISTA BLVD LOS FRESNOS TX 78566 Accounting Info: Funded: \$0.00</p>				
1009	<p>Stationary Guard Services on-demand</p> <p>The contractor shall provide on-demand stationary guard services as required by the COTR to include, but not limited to, escorting and guarding detainees to medical or doctor's appointments, hearings, ICE interviews and enhancing specific requirements for security, detainee monitoring, visitation and contraband control. (Option Line Item) 06/01/2009 Product/Service Code: S206</p> <p>Delivery Location Code: PIDC PORT ISABEL DETENTION CENTER IMMIGRATION AND CUSTOMS ENFORCEMENT 27991 BUENA VISTA BLVD LOS FRESNOS TX 78566 Accounting Info: Funded: \$0.00</p>		HR	(b)(4)	
2002	<p>Detention and Food Services in accordance with Statement of Objectives and Performance Work Statements</p> <p>Note: The guaranteed monthly minimum is calculated as follows:</p> <p>500 beds * the bed/day rate * 30 days = guaranteed monthly minimum</p> <p>Note: The contractor shall serve three meals per Continued ...</p>				(b)(4)

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NAME OF OFFEROR OR CONTRACTOR  
AHTNA TECHNICAL SERVICES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	24 hour period to each detainee (breakfast, lunch and dinner). Any of these meals may be substituted as required (e.g. air flight meal, special diet meal and/or therapeutic diet meal) (Option Line Item) 04/01/2010 Product/Service Code: S206  Delivery Location Code: PIDC PORT ISABEL DETENTION CENTER IMMIGRATION AND CUSTOMS ENFORCEMENT Rt. 3 Box 341 BUENA VISTA BLVD LOS FRESNOS TX 78566 Accounting Info: Funded: \$0.00				
2003	Detention and Food Services in accordance with Statement of Objectives and Performance Work Statements above the guaranteed minimum (>500)  Contractor shall propose its bed/day rate.  For the sake of evaluation of bids assume: 700 additional beds (above the guaranteed minimum) * the bed/day rate * 30 days * 12 months  Note: The contractor shall serve three meals per 24 hour period to each detainee (breakfast, lunch and dinner). Any of these meals may be substituted as required (e.g. air flight meal, special diet meal and/or therapeutic diet meal) (Option Line Item) 04/01/2010 Product/Service Code: S206  Delivery Location Code: PIDC PORT ISABEL DETENTION CENTER IMMIGRATION AND CUSTOMS ENFORCEMENT Rt 3 Box 341 BUENA VISTA BLVD LOS FRESNOS TX 78566 Accounting Info: Funded: \$0.00	1	EA	0.00	
2004	TRANSPORTATION ( in accordance with Statement of Objectives and Performance Work Statement) (Option Line Item) 04/01/2010 Continued ...	1	DH	0.00	

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NAME OF OFFEROR OR CONTRACTOR  
AHTNA TECHNICAL SERVICES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Product/Service Code: S206  Delivery Location Code: PIDC PORT ISABEL DETENTION CENTER IMMIGRATION AND CUSTOMS ENFORCEMENT Rt 3 Box 341 BUENA VISTA BLVD LOS FRESNOS TX 78566 Accounting Info: Funded: \$0.00				
2005	DELIVERABLES ( in accordance with Statement of Objectives and Performance Work Statement) (Option Line Item) 04/01/2010 (Not Separately Priced) Product/Service Code: S206  Delivery Location Code: PIDC PORT ISABEL DETENTION CENTER IMMIGRATION AND CUSTOMS ENFORCEMENT Rt 3 Box 341 BUENA VISTA BLVD LOS FRESNOS TX 78566 Amount: \$0.00 Accounting Info: Funded: \$0.00	1	LO		0.00
2006	Lodging & M&IE and Overtime for Guards exceeding standard 8 hour workday (mark-up %).  The mark-up is: b4 for approved Lodging & M&IE and Overtime for Guards exceeding standard 8 hour workday .  In the event that transportation services involve distances that exceed a standard eight (8) hour workday to complete, the contractor shall be reimbursed actual costs for overtime, meals, and overnight lodging at rates commiserate with the U.S. General Services Administration (GSA) rates for the final destination at the end of the day (i.e. Port Isabel SPC to San Antonio, Texas with overnight in San Antonio shall be reimbursed at GSA per diem rate for San Antonio). Any overtime pay incurred for transportation shall be reimbursed at the applicable Department of Labor overtime rate for the transportation officer position incorporated within this contract. The contractor shall comply with ICE transportation Continued ...	1	LO	0.00	

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NAME OF OFFEROR OR CONTRACTOR  
AHTNA TECHNICAL SERVICES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2007	<p>standards related to the number of hours the employee may operate a vehicle. Overnight lodging resulting from transportation services shall be approved in advance by the COTR or designated ICE official. Lodging will be reimbursed at the actual expense up to the maximum amount listed in the GSA published rates within the geographical area of occurrence (i.e. location of overnight stay). Applicable GSA rates can be found at <a href="http://www.gsa.gov">www.gsa.gov</a>. (Option Line Item) 06/01/2010 Product/Service Code: S206</p> <p>Lodging &amp; M&amp;IE and Overtime for Cooks required to Travel and support emergency and evacuation operation</p> <p>The mark-up is b4 for approved Lodging &amp; M&amp;IE and Overtime for Cooks exceeding standard 8 hour workday .</p> <p>In the event that emergency and evacuation food service support is required in accordance with the local detention centers emergency plans, the contractor shall be reimbursed actual costs for overtime, meals, and overnight lodging at rates commensurate with U.S. General Services Administration (GSA) rates for the final destination at the end of the day (i.e. Port Isabel SPC to San Antonio, Texas with overnight in San Antonio shall be reimbursed at GSA per diem rate for San Antonio). Any overtime pay incurred for Cooks shall be reimbursed at the applicable Department of Labor overtime rate for the transportation officer position incorporated within this contract. Lodging will be reimbursed at the actual expense up to the maximum amount listed in the GSA published rates within the geographical area of occurrence (i.e. location of overnight stay). Applicable GSA rates can be found at <a href="http://www.gsa.gov">www.gsa.gov</a>. (Option Line Item) 06/01/2010 Product/Service Code: S206</p> <p>Delivery Location Code: PIDC PORT ISABEL DETENTION CENTER IMMIGRATION AND CUSTOMS ENFORCEMENT 27991 BUENA VISTA BLVD Continued ...</p>	1	LO	0.00	

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NAME OF OFFEROR OR CONTRACTOR  
AHTNA TECHNICAL SERVICES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2008	<p>LOS FRESNOS TX 78566 Accounting Info: Funded: \$0.00</p> <p>Food Service Support for emergency and evacuation operation</p> <p>The contractor shall provide emergency and evacuation food service support in accordance with the local detention center's emergency plans. In emergency situations, the food service department shall be required to prepare one or more sack lunches for each detainee being evacuated in accordance with the local detention centers emergency plans. (Option Line Item) 06/01/2010 Product/Service Code: S206</p> <p>Delivery Location Code: PIDC PORT ISABEL DETENTION CENTER IMMIGRATION AND CUSTOMS ENFORCEMENT 27991 BUENA VISTA BLVD LOS FRESNOS TX 78566 Accounting Info: Funded: \$0.00</p>		EA	b4	
2009	<p>Stationary Guard Services on-demand</p> <p>The contractor shall provide on-demand stationary guard services as required by the COTR to include, but not limited to, escorting and guarding detainees to medical or doctor's appointments, hearings, ICE interviews and enhancing specific requirements for security, detainee monitoring, visitation and contraband control.</p> <p>(Option Line Item) 06/01/2010 Product/Service Code: S206</p> <p>Delivery Location Code: PIDC PORT ISABEL DETENTION CENTER IMMIGRATION AND CUSTOMS ENFORCEMENT 27991 BUENA VISTA BLVD LOS FRESNOS TX 78566 Accounting Info: Funded: \$0.00</p> <p>Continued ...</p>		HR	b4	



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NAME OF OFFEROR OR CONTRACTOR  
AHTNA TECHNICAL SERVICES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
3002	<p>Detention and Food Services in accordance with Statement of Objectives and Performance Work Statements</p> <p>Note: The guaranteed monthly minimum is calculated as follows:</p> <p>500 beds * the bed/day rate * 30 days = guaranteed monthly minimum</p> <p>Note: The contractor shall serve three meals per 24 hour period to each detainee (breakfast, lunch and dinner). Any of these meals may be substituted as required (e.g. air flight meal, special diet meal and/or therapeutic diet meal) (Option Line Item) 04/01/2011 Product/Service Code: S206</p> <p>Delivery Location Code: PIDC PORT ISABEL DETENTION CENTER IMMIGRATION AND CUSTOMS ENFORCEMENT Rt. 3 Box 341 BUENA VISTA BLVD LOS FRESNOS TX 78566 Accounting Info: Funded: \$0.00</p>				(b)(4)
3003	<p>Detention and Food Services in accordance with Statement of Objectives and Performance Work Statements above the guaranteed minimum (&gt;500)</p> <p>Contractor shall propose its bed/day rate.</p> <p>For the sake of evaluation of bids assume: 700 additional beds (above the guaranteed minimum) * the bed/day rate * 30 days * 12 months</p> <p>Note: The contractor shall serve three meals per 24 hour period to each detainee (breakfast, lunch and dinner). Any of these meals may be substituted as required (e.g. air flight meal, special diet meal and/or therapeutic diet meal) (Option Line Item) 04/01/2011 Product/Service Code: S206</p> <p>Delivery Location Code: PIDC PORT ISABEL DETENTION CENTER IMMIGRATION AND CUSTOMS ENFORCEMENT Continued ...</p>	1	DA	0.00	

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NAME OF OFFEROR OR CONTRACTOR  
AHTNA TECHNICAL SERVICES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Rt 3 Box 341 BUENA VISTA BLVD LOS FRESNOS TX 78566 Accounting Info: Funded: \$0.00				
3004	TRANSPORTATION ( in accordance with Statement of Objectives and Performance Work Statement) (Option Line Item) 04/01/2011 Product/Service Code: S206  Delivery Location Code: PIDC PORT ISABEL DETENTION CENTER IMMIGRATION AND CUSTOMS ENFORCEMENT Rt 3 Box 341 BUENA VISTA BLVD LOS FRESNOS TX 78566 Accounting Info: Funded: \$0.00	1	DH	0.00	
3005	DELIVERABLES ( in accordance with Statement of Objectives and Performance Work Statement) (Option Line Item) 04/01/2011 (Not Separately Priced) Product/Service Code: S206  Delivery Location Code: PIDC PORT ISABEL DETENTION CENTER IMMIGRATION AND CUSTOMS ENFORCEMENT Rt 3 Box 341 BUENA VISTA BLVD LOS FRESNOS TX 78566 Amount: \$0.00 Accounting Info: Funded: \$0.00	1	LO		0.00
3006	Lodging & M&IE and Overtime for Guards exceeding standard 8 hour workday (mark-up %).  The mark-up is b4 for approved Lodging & M&IE and Overtime for guards exceeding standard 8 hour workday .  In the event that transportation services involve distances that exceed a standard eight (8) hour workday to complete, the contractor shall be Continued ...	1	LO	0.00	

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NAME OF OFFEROR OR CONTRACTOR  
AHTNA TECHNICAL SERVICES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>reimbursed actual costs for overtime, meals, and overnight lodging at rates commiserate with the U.S. General Services Administration (GSA) rates for the final destination at the end of the day (i.e. Port Isabel SPC to San Antonio, Texas with overnight in San Antonio shall be reimbursed at GSA per diem rate for San Antonio). Any overtime pay incurred for transportation shall be reimbursed at the applicable Department of Labor overtime rate for the transportation officer position incorporated within this contract. The contractor shall comply with ICE transportation standards related to the number of hours the employee may operate a vehicle. Overnight lodging resulting from transportation services shall be approved in advance by the COTR or designated ICE official. Lodging will be reimbursed at the actual expense up to the maximum amount listed in the GSA published rates within the geographical area of occurrence (i.e. location of overnight stay). Applicable GSA rates can be found at <a href="http://www.gsa.gov">www.gsa.gov</a>. (Option Line Item) 06/01/2011 Product/Service Code: S206</p>				
3007	<p>Lodging &amp; M&amp;IE and Overtime for Cooks required to Travel and support emergency and evacuation operation</p> <p>The mark-up is b4 for approved Lodging &amp; M&amp;IE and Overtime for Cooks exceeding standard 8 hour workday .</p> <p>In the event that emergency and evacuation food service support is required in accordance with the local detention center's emergency plans, the contractor shall be reimbursed actual costs for overtime, meals, and overnight lodging at rates commensurate with U.S. General Services Administration (GSA) rates for the final destination at the end of the day (i.e. Port Isabel SPC to San Antonio, Texas with overnight in San Antonio shall be reimbursed at GSA per diem rate for San Antonio). Any overtime pay incurred for Cooks shall be reimbursed at the applicable Department of Labor overtime rate for the transportation officer position incorporated within this contract. Lodging will be reimbursed at the actual expense up to the maximum amount Continued ...</p>	1	LO	0.00	

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NAME OF OFFEROR OR CONTRACTOR  
AHTNA TECHNICAL SERVICES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
3008	<p>listed in the GSA published rates within the geographical area of occurrence (i.e. location of overnight stay). Applicable GSA rates can be found at www.gsa.gov. (Option Line Item) 06/01/2011 Product/Service Code: S206</p> <p>Delivery Location Code: PIDC PORT ISABEL DETENTION CENTER IMMIGRATION AND CUSTOMS ENFORCEMENT 27991 BUENA VISTA BLVD LOS FRESNOS TX 78566 Accounting Info: Funded: \$0.00</p> <p>Food Service Support for emergency and evacuation operation</p> <p>The contractor shall provide emergency and evacuation food service support in accordance with the local detention center's emergency plans. In emergency situations, the food service department shall be required to prepare one or more sack lunches for each detainee being evacuated in accordance with the local detention centers emergency plans. (Option Line Item) 06/01/2011 Product/Service Code: S206</p> <p>Delivery Location Code: PIDC PORT ISABEL DETENTION CENTER IMMIGRATION AND CUSTOMS ENFORCEMENT 27991 BUENA VISTA BLVD LOS FRESNOS TX 78566 Accounting Info: Funded: \$0.00</p>		EA	(b)(4)	
3009	<p>Stationary Guard Services on-demand</p> <p>The contractor shall provide on-demand stationary guard services as required by the COTR to include, but not limited to, escorting and guarding detainees to medical or doctor's appointments, hearings, ICE interviews and enhancing specific requirements for security, detainee monitoring, visitation and contraband control. (Option Line Item) Continued ...</p>		HR	b4	

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NAME OF OFFEROR OR CONTRACTOR  
AHTNA TECHNICAL SERVICES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
4002	<p>06/01/2011 Product/Service Code: S206</p> <p>Delivery Location Code: PIDC PORT ISABEL DETENTION CENTER IMMIGRATION AND CUSTOMS ENFORCEMENT 27991 BUENA VISTA BLVD LOS FRESNOS TX 78566 Accounting Info: Funded: \$0.00</p> <p>Detention and Food Services in accordance with Statement of Objectives and Performance Work Statements</p> <p>Note: The guaranteed monthly minimum is calculated as follows:</p> <p>500 beds * the bed/day rate * 30 days = guaranteed monthly minimum</p> <p>Note: The contractor shall serve three meals per 24 hour period to each detainee (breakfast, lunch and dinner). Any of these meals may be substituted as required (e.g. air flight meal, special diet meal and/or therapeutic diet meal) (Option Line Item)</p> <p>04/01/2012 Product/Service Code: S206</p> <p>Delivery Location Code: PIDC PORT ISABEL DETENTION CENTER IMMIGRATION AND CUSTOMS ENFORCEMENT Rt. 3 Box 341 BUENA VISTA BLVD LOS FRESNOS TX 78566 Accounting Info: Funded: \$0.00</p>				(b)(4)
4003	<p>Detention and Food Services in accordance with Statement of Objectives and Performance Work Statements above the guaranteed minimum (&gt;500)</p> <p>Contractor shall propose its bed/day rate.</p> <p>For the sake of evaluation of bids assume: 700 additional beds (above the guaranteed minimum) * the bed/day rate * 30 days * 12 months</p> <p>Note: The contractor shall serve three meals per Continued ...</p>	1	DA	0.00	

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NAME OF OFFEROR OR CONTRACTOR  
AHTNA TECHNICAL SERVICES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	24 hour period to each detainee (breakfast, lunch and dinner). Any of these meals may be substituted as required (e.g. air flight meal, special diet meal and/or therapeutic diet meal) (Option Line Item) 04/01/2012 Product/Service Code: S206  Delivery Location Code: PIDC PORT ISABEL DETENTION CENTER IMMIGRATION AND CUSTOMS ENFORCEMENT Rt 3 Box 341 BUENA VISTA BLVD LOS FRESNOS TX 78566 Accounting Info: Funded: \$0.00				
4004	TRANSPORTATION ( in accordance with Statement of Objectives and Performance Work Statement) (Option Line Item) 04/01/2012 Product/Service Code: S206  Delivery Location Code: PIDC PORT ISABEL DETENTION CENTER IMMIGRATION AND CUSTOMS ENFORCEMENT Rt 3 Box 341 BUENA VISTA BLVD LOS FRESNOS TX 78566 Accounting Info: Funded: \$0.00	1	DH	0.00	
4005	DELIVERABLES ( in accordance with Statement of Objectives and Performance Work Statement) (Option Line Item) 04/01/2012 (Not Separately Priced) Product/Service Code: S206  Delivery Location Code: PIDC PORT ISABEL DETENTION CENTER IMMIGRATION AND CUSTOMS ENFORCEMENT Rt 3 Box 341 BUENA VISTA BLVD LOS FRESNOS TX 78566 Amount: \$0.00 Accounting Info: Funded: \$0.00 Continued ...	1	LO		0.00

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NAME OF OFFEROR OR CONTRACTOR  
AHTNA TECHNICAL SERVICES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
4006	<p>Lodging &amp; M&amp;IE and Overtime for Guards exceeding standard 8 hour workday (mark-up %).</p> <p>The mark-up is <b>b4</b> for approved Lodging &amp; M&amp;IE and Overtime for Guards exceeding standard 8 hour workday .</p> <p>In the event that transportation services involve distances that exceed a standard eight (8) hour workday to complete, the contractor shall be reimbursed actual costs for overtime, meals, and overnight lodging at rates commiserate with the U.S. General Services Administration (GSA) rates for the final destination at the end of the day (i.e. Port Isabel SPC to San Antonio, Texas with overnight in San Antonio shall be reimbursed at GSA per diem rate for San Antonio). Any overtime pay incurred for transportation shall be reimbursed at the applicable Department of Labor overtime rate for the transportation officer position incorporated within this contract. The contractor shall comply with ICE transportation standards related to the number of hours the employee may operate a vehicle. Overnight lodging resulting from transportation services shall be approved in advance by the COTR or designated ICE official. Lodging will be reimbursed at the actual expense up to the maximum amount listed in the GSA published rates within the geographical area of occurrence (i.e. location of overnight stay). Applicable GSA rates can be found at <a href="http://www.gsa.gov">www.gsa.gov</a>. (Option Line Item) 06/01/2012 Product/Service Code: S206</p>	1	LO	0.00	
4007	<p>Lodging &amp; M&amp;IE and Overtime for Cooks required to Travel and support emergency and evacuation operation</p> <p>The mark-up is <b>b4</b> for approved Lodging &amp; M&amp;IE and Overtime for Cooks exceeding standard 8 hour workday .</p> <p>In the event that emergency and evacuation food service support is required in accordance with the local detention center's emergency plans, the contractor shall be reimbursed actual costs for overtime, meals, and overnight lodging at rates Continued ...</p>	1	LO	0.00	

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NAME OF OFFEROR OR CONTRACTOR  
AHTNA TECHNICAL SERVICES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
4008	<p>commensurate with U.S. General Services Administration (GSA) rates for the final destination at the end of the day (i.e. Port Isabel SPC to San Antonio, Texas with overnight in San Antonio shall be reimbursed at GSA per diem rate for San Antonio). Any overtime pay incurred for Cooks shall be reimbursed at the applicable Department of Labor overtime rate for the transportation officer position incorporated within this contract. Lodging will be reimbursed at the actual expense up to the maximum amount listed in the GSA published rates within the geographical area of occurrence (i.e. location of overnight stay). Applicable GSA rates can be found at www.gsa.gov. (Option Line Item) 06/01/2012 Product/Service Code: S206</p> <p>Delivery Location Code: PIDC PORT ISABEL DETENTION CENTER IMMIGRATION AND CUSTOMS ENFORCEMENT 27991 BUENA VISTA BLVD LOS FRESNOS TX 78566 Accounting Info: Funded: \$0.00</p> <p>Food Service Support for emergency and evacuation operation</p> <p>The contractor shall provide emergency and evacuation food service support in accordance with the local detention center's emergency plans. In emergency situations, the food service department shall be required to prepare one or more sack lunches for each detainee being evacuated in accordance with the local detention centers emergency plans. (Option Line Item) 06/01/2012 Product/Service Code: S206</p> <p>Delivery Location Code: PIDC PORT ISABEL DETENTION CENTER IMMIGRATION AND CUSTOMS ENFORCEMENT 27991 BUENA VISTA BLVD LOS FRESNOS TX 78566 Accounting Info: Funded: \$0.00</p> <p>Continued ...</p>		EA	(b)(4)	



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NAME OF OFFEROR OR CONTRACTOR  
AHTNA TECHNICAL SERVICES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
4009	<p>Stationary Guard Services on-demand</p> <p>The contractor shall provide on-demand stationary guard services as required by the COTR to include, but not limited to, escorting and guarding detainees to medical or doctor's appointments, hearings, ICE interviews and enhancing specific requirements for security, detainee monitoring, visitation and contraband control.</p> <p>(Option Line Item) 06/01/2012 Product/Service Code: S206</p> <p>Delivery Location Code: PIDC PORT ISABEL DETENTION CENTER IMMIGRATION AND CUSTOMS ENFORCEMENT 27991 BUENA VISTA BLVD LOS FRESNOS TX 78566 Accounting Info: Funded: \$0.00</p> <p>The obligated amount of award: \$0.00. The total for this award is shown in box 20.</p>		HR	b4	

**Packaging and Marking**

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## Inspection and Acceptance

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

- (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 with 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)

## Deliveries or Performance

### **F-1 Stop-Work Order. (AUG 1989) 52.242-15**

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either -

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if -

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

### **F-2 Government Delay of Work. (APR 1984) 52.242-17**

(a) If the performance of all or any part of the work of this contract is delayed or interrupted (1) by an act of the Contracting Officer in the administration of this contract that is not expressly or impliedly authorized by this contract, or (2) by a failure of the Contracting Officer to act within the time specified in this contract, or within a reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this contract caused by the delay or interruption and the contract shall be modified in writing accordingly. Adjustment shall also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence

of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.

(b) A claim under this clause shall not be allowed -

(1) For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved; and

(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

CLIN – Deliveries or Performance

The period of performance for the following firm items are from date of award through 12 months thereafter, estimated at:

CLIN	From	To
0001	6/1/2008	7/31/2008
0002	8/1/2008	5/31/2009
0003	8/1/2008	5/31/2009
0004	8/1/2008	5/31/2009
0005	8/1/2008	5/31/2009
0006	8/1/2008	5/31/2009
0007	8/1/2008	5/31/2009
0008	8/1/2008	5/31/2009
0009	8/1/2008	5/31/2009

The period of performance for the following option items are from date of option through 12 months thereafter, estimated at:

CLIN	From	To
1002	6/1/2009	5/31/2010
1003	6/1/2009	5/31/2010
1004	6/1/2009	5/31/2010
1005	6/1/2009	5/31/2010
1006	6/1/2009	5/31/2010
1007	6/1/2009	5/31/2010
1008	6/1/2009	5/31/2010
1009	6/1/2009	5/31/2010

CLIN	From	To
2002	6/1/2010	5/31/2011
2003	6/1/2010	5/31/2011
2004	6/1/2010	5/31/2011
2005	6/1/2010	5/31/2011
2006	6/1/2010	5/31/2011
2007	6/1/2010	5/31/2011
2008	6/1/2010	5/31/2011
2009	6/1/2010	5/31/2011

CLIN	From	To
3002	6/1/2011	5/31/2012
3003	6/1/2011	5/31/2012

3004	6/1/2011	5/31/2012
3005	6/1/2011	5/31/2012
3006	6/1/2011	5/31/2012
3007	6/1/2011	5/31/2012
3008	6/1/2011	5/31/2012
3009	6/1/2011	5/31/2012

CLIN	From	To
4002	6/1/2012	5/31/2013
4003	6/1/2012	5/31/2013
4004	6/1/2012	5/31/2013
4005	6/1/2012	5/31/2013
4006	6/1/2012	5/31/2013
4007	6/1/2012	5/31/2013
4008	6/1/2012	5/31/2013
4009	6/1/2012	5/31/2013

## Contract Administration Data

### G.1 - GENERAL ADMINISTRATIVE INFORMATION

Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility, which will administer the contract if such address is different from the address shown on the SF33, as applicable.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The Contracting Officer is:

TBD

Contracting Officer, Officer of Acquisition Management (OAQ)  
Immigration and Customs Enforcement  
Department of Homeland Security  
Washington, DC 20536

Main: (202) 514- (b)(2)Low

Desk: (202) 307- (b)(2)Low

(b)(6)

### G.2 - CONTRACTING OFFICER'S AUTHORITY

The Contracting Officer is the only person authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer.

In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, including any change beyond the scope of authority given to the duly authorized Contracting Officer's Representative identified in the contract, the change will be considered to have been made without authority and no adjustment will be made in the contract cost to cover any increase in charges incurred as a result thereof. The Contracting Officer has the authority to perform any and all post-award functions in administering and enforcing this contract in accordance with its terms and conditions.

The Contracting Officer may execute contract modifications deobligating unexpended DHS/ICE dollar balances considered excess to known contracting requirements.

### G.3 - CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) DESIGNATION AND AUTHORITY

The Contracting Officer has designated the following as the Contracting Officer's Representative (COR) under this contract.

TBD

The COR is responsible for administering the performance of work under this contract. **IN NO EVENT**, however, will any understanding, agreement, modification, change order, or other matter deviating from the terms

and conditions of this contract be effective or binding upon the Government unless formalized by proper contractual documents executed by the Contracting Officer prior to completion of the contract.

The COR may give technical direction to the Contractor that fills in details, requires pursuit of certain lines of inquiry, or otherwise serves to facilitate the Contractor's compliance with the contract. To be valid, technical direction by the COR:

- Must be consistent with the general scope of work set forth in this contract
- May not constitute new assignment of work nor change the expressed terms, conditions, or specifications of this contract; and
- Shall not constitute a basis for any increase in the contract's estimated cost, or extension to the contract or period of performance.

In the event any Government technical direction is interpreted by the Contractor to fall within the clause of this Contract entitled "CHANGES" (52.243-1 Alternate 1), the Contractor shall not implement such direction but shall notify the Contracting Officer in writing of such interpretation within ten (10) working days after the Contractor's receipt of such direction. Such notice shall:

Include the reasons upon which the Contractor bases its belief that the technical direction falls within the purview of the "CHANGES" clause; and

Include the Contractor's best estimate as to the revision of any contractual provision that would result from implementing the COR's technical direction.

If, after reviewing the information presented by the Contractor, the Contracting Officer is of the opinion that such direction is within the purview of the "CHANGES" clause and considers such change desirable, a unilateral direction will be issued to the Contractor to proceed pursuant to the authority granted in that clause. If a determination is made that such direction is technical direction authorized by this schedule clause, the Contractor will be directed to proceed with the implementation of such technical direction.

In the event a determination is made that it is necessary to avoid a delay in performance of the Contract, the Contracting Officer may direct the Contractor to proceed with the implementation of the technical direction pending receipt of the information to be submitted by the Contractor. Should the Contracting Officer later determine that Change direction is appropriate; the written direction issued hereunder shall constitute the required Change direction.

Failure of the Contractor and the Contracting Officer to agree on whether Government direction is technical direction or a Change within the purview of the "CHANGES" clause of this contract shall be a dispute concerning a question of fact within the meaning of the Section I Clause entitled "DISPUTES" (52.233-1).

#### **G.4 - ORGANIZATIONAL CONFLICTS OF INTEREST**

The Contractor warrants that, to the best of his knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in Federal Acquisition Regulation 9.5, or that the offeror has disclosed all such relevant information.

The Contractor agrees that if an actual or potential conflict of interest is discovered after award, the offeror will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions that the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflicts.

**Remedies:** The Government may terminate the contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential



organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it, or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue other such remedies as may be permitted by law or this contract.

#### **G.5 - ELECTRONIC FUNDS TRANSFER (EFT) PAYMENT REQUIREMENTS**

See Clauses section below for method and manner of payment.

FAR 52.232-33, PAYMENTS BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION, is included in this solicitation/contract. All Contractor payments will be made by EFT unless accepted or otherwise determined by the paying office designated in the contract.

The Contractor must initiate enrollment in EFT by contacting the paying office designated in the contract and requesting form SF 3881, Automated Clearing House (ACH) Vendor/Miscellaneous Payment Enrollment Plan. This form must be completed by the Contractor and their financial institution and returned to the paying office. The paying office will complete the process and notify the Contractor that EFT enrollment is complete. All payments under this contract will be held until the Contractor provides the required EFT enrollment information.

#### **G.6 - INVOICES**

ICE shall pay for satisfactory services rendered under this contract. When invoicing on a monthly basis, the Contractor shall include the required information with the actual number of bed-days performed at the agreed contract price, if the actual number of bed-days exceeds the guaranteed minimum. In the event that the actual number of bed-days performed is less than the guaranteed minimum, the contractor shall invoice the guaranteed minimum. Contract Number and/or Task Order Number must be clearly marked on the invoice.

The invoice shall be numbered, dated and submitted to the respective Contracting Officer's Technical Representatives (COTRs) by location listed in G-2 who will review and certify that the information stated on the invoice is correct and accurate. The COTR shall forward the reviewed invoices to the ACO for concurrence before forwarding the correct certified invoice to DFC for payment.

If any performance deficiencies, errors, and/or adjustment were found on the invoice, the COTR shall notify and forward the invoice directly to the Contracting Officer or designee for action first.

Upon review and concurrence by the ACO, respective COTR shall fax, DHL, or email a copy of the corrected certified invoice to (the following procedure takes effect 5/27/2008 and pertains to all invoices submitted on that date and thereafter):

By mail:  
DHS, ICE  
Burlington Finance Center  
P.O. Box 1620  
Williston, VT 05495-1620  
Attn: DRO Invoice

By fax:  
802-288-7658 (include a cover sheet with point of contact & # of pages)

By email:  
Invoice.Consolidation@dhs.gov

Invoices submitted by other than these three methods will be returned. Contractor Taxpayer Identification

Number (TIN) must be registered in the Central Contractor Registration (<http://www.ccr.gov>) prior to award and shall be notated on every invoice submitted to ICE/OAQ on or after 5/27/2008 to ensure prompt payment provisions are met. The ICE program office identified in the delivery order/contract shall also be notated on every invoice. Please send an additional copy of the invoice to [ICEOCIOITSRACO@DHS.GOV](mailto:ICEOCIOITSRACO@DHS.GOV).

**G.7 - PAYMENTS WILL BE MADE BY:**

Dallas Finance Center  
Telephone: 214-915-6161

**G.8 - MONTHLY STATUS REPORT SUBMISSION**

Contractor shall prepare and submit a Monthly Status Report concurrently with each invoice presented for payment (both the COTR and the Contract Administrator copy). The report shall cover the term for which the invoice is submitted and shall list by site any significant events that occurred during the reporting period with respect to the accomplishments of the tasks, a summary of what work was accomplished, problems and resolutions (address problem areas, results obtained relating to previously identified problem areas, and recommendations involving impact on technical, price and scheduling).

(End of clause)

## Special Contract Requirements

### H-1 ICE SECURITY REQUIREMENTS

#### GENERAL

The Department of Homeland Security (DHS) has determined that performance of the tasks requires that the Contractor, subcontractor(s), vendor(s), etc. (herein known as Contractor) have access to sensitive DHS information, and that the Contractor will adhere to the following.

#### SUITABILITY DETERMINATION

DHS shall have and exercise full control over granting, denying, withholding or terminating unescorted government facility and/or sensitive Government information access for Contractor employees, based upon the results of a background investigation. DHS may, as it deems appropriate, authorize and make a favorable entry on duty (EOD) decision based on preliminary security checks. The favorable EOD decision would allow the employees to commence work temporarily prior to the completion of the full investigation. The granting of a favorable EOD decision shall not be considered as assurance that a full employment suitability authorization will follow as a result thereof. The granting of a favorable EOD decision or a full employment suitability determination shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by DHS, at any time during the term of the contract. No employee of the Contractor shall be allowed to EOD and/or access sensitive information or systems without a favorable EOD decision or suitability determination by the Office of Professional Responsibility, Personnel Security Unit (OPR-PSU). No employee of the Contractor shall be allowed unescorted access to a Government facility without a favorable EOD decision or suitability determination by the OPR-PSU. Contract employees assigned to the contract not needing access to sensitive DHS information or recurring access to DHS ' facilities will not be subject to security suitability screening.

#### BACKGROUND INVESTIGATIONS

Contract employees (to include applicants, temporaries, part-time and replacement employees) under the contract, needing access to sensitive information, shall undergo a position sensitivity analysis based on the duties each individual will perform on the contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. Background investigations will be processed through the Personnel Security Unit. Prospective Contractor employees with adequate security clearances issued by the Defense Industrial Security Clearance Office (DISCO) may not be required to submit complete security packages, as the clearance issued by DISCO may be accepted. Prospective Contractor employees without adequate security clearances issued by DISCO shall submit the following completed forms to the Personnel Security Unit through the COTR, no less than 45 days before the starting date of the contract or 45 days prior to the expected entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor:

1. Standard Form 85P, "Questionnaire for Public Trust Positions"
2. FD Form 258, "Fingerprint Card" (2 copies)
3. Foreign National Relatives or Associates Statement
4. DHS 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act"
5. Drug Questionnaire
6. Alcohol Questionnaire
7. Financial Disclosure Report

Required forms will be provided by DHS at the time of award of the contract. Only complete packages will be accepted by the OPR-PSU. Specific instructions on submission of packages will be provided upon award of the contract.

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

The use of Non-U.S. citizens, including Lawful Permanent Residents (LPRs), is not permitted in the performance of this contract for any position that involves access to, development of, or maintenance to any DHS IT system.

#### CONTINUED ELIGIBILITY

If a prospective employee is found to be ineligible for access to Government facilities or information, the COTR will advise the Contractor that the employee shall not continue to work or to be assigned to work under the contract.

The OPR-PSU may require drug screening for probable cause at any time and/ or when the contractor independently identifies, circumstances where probable cause exists.

The OPR-PSU may require reinvestigations when derogatory information is received and/or every 5 years.

DHS reserves the right and prerogative to deny and/ or restrict the facility and information access of any Contractor employee whose actions are in conflict with the standards of conduct, 5 CFR 2635 and 5 CFR 3801, or whom DHS determines to present a risk of compromising sensitive Government information to which he or she would have access under this contract.

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

The OPR-PSU must be notified of all terminations/ resignations within five days of occurrence. The Contractor will return any expired DHS issued identification cards and building passes, or those of terminated employees to the COTR. If an identification card or building pass is not available to be returned, a report must be submitted to the COTR, referencing the pass or card number, name of individual to whom issued, the last known location and disposition of the pass or card. The COTR will return the identification cards and building passes to the responsible ID Unit.

#### EMPLOYMENT ELIGIBILITY

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

Subject to existing law, regulations and/ or other provisions of this contract, illegal or undocumented aliens will not be employed by the Contractor, or with this contract. The Contractor will ensure that this provision is expressly incorporated into any and all Subcontracts or subordinate agreements issued in support of this contract.

#### SECURITY MANAGEMENT

The Contractor shall appoint a senior official to act as the Corporate Security Officer. The individual will

interface with the OPR-PSU through the COTR on all security matters, to include physical, personnel, and protection of all Government information and data accessed by the Contractor.

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

The following computer security requirements apply to both Department of Homeland Security (DHS) operations and to the former Immigration and Naturalization Service operations (FINS). These entities are hereafter referred to as the Department.

#### INFORMATION TECHNOLOGY SECURITY CLEARANCE

When sensitive government information is processed on Department telecommunications and automated information systems, the Contractor agrees to provide for the administrative control of sensitive data being processed and to adhere to the procedures governing such data as outlined in *DHS IT Security Program Publication DHS MD 4300.Pub. or its replacement*. Contractor personnel must have favorably adjudicated background investigations commensurate with the defined sensitivity level.

Contractors who fail to comply with Department security policy are subject to having their access to Department IT systems and facilities terminated, whether or not the failure results in criminal prosecution. Any person who improperly discloses sensitive information is subject to criminal and civil penalties and sanctions under a variety of laws (e.g., Privacy Act).

#### INFORMATION TECHNOLOGY SECURITY TRAINING AND OVERSIGHT

All contractor employees using Department automated systems or processing Department sensitive data will be required to receive Security Awareness Training. This training will be provided by the appropriate component agency of DHS.

Contractors who are involved with management, use, or operation of any IT systems that handle sensitive information within or under the supervision of the Department, shall receive periodic training at least annually in security awareness and accepted security practices and systems rules of behavior. Department contractors, with significant security responsibilities, shall receive specialized training specific to their security responsibilities annually. The level of training shall be commensurate with the individual's duties and responsibilities and is intended to promote a consistent understanding of the principles and concepts of telecommunications and IT systems security.

All personnel who access Department information systems will be continually evaluated while performing these duties. Supervisors should be aware of any unusual or inappropriate behavior by personnel accessing systems. Any unauthorized access, sharing of passwords, or other questionable security procedures should be reported to the local Security Office or Information System Security Officer (ISSO).

Contract Clauses

- I-1 Definitions. (JUL 2004) 52.202-1**
- I-2 Gratuities. (APR 1984) 52.203-3**
- I-3 Covenant Against Contingent Fees. (APR 1984) 52.203-5**
- I-4 Restrictions on Subcontractor Sales to the Government. (SEP 2006) 52.203-6**
- I-5 Anti-Kickback Procedures. (JUL 1995) 52.203-7**
- I-6 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. (JAN 1997) 52.203-8**
- I-7 Price or Fee Adjustment for Illegal or Improper Activity. (JAN 1997) 52.203-10**
- I-8 Limitation on Payments to Influence Certain Federal Transactions. (SEP 2007) 52.203-12**
- I-9 Security Requirements. (AUG 1996) 52.204-2**
- I-10 Printed or Copied Double-Sided on Recycled Paper. (AUG 2000) 52.204-4**
- I-11 Personal Identity Verification of Contractor Personnel. (SEP 2007) 52.204-9**
- I-12 Notice of Standard Competition. (MAY 2006) 52.207-1**
- I-13 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (SEP 2006) 52.209-6**
- I-14 Audit and Records - Negotiation. (JUN 1999) 52.215-2**
- I-15 Order of Precedence - Uniform Contract Format. (OCT 1997) 52.215-8**
- I-16 Pension Adjustments and Asset Reversions. (OCT 2004) 52.215-15**
- I-17 Waiver of Facilities Capital Cost of Money. (OCT 1997) 52.215-17**
- I-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions. (JUL 2005) 52.215-18**
- I-19 Option to Extend Services. (NOV 1999) 52.217-8**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within *60 Days of ending Period of Performance date*.

(End of clause)

- I-20 Option to Extend the Term of the Contract. (MAR 2000) 52.217-9**

(a) The Government may extend the term of this contract by written notice to the Contractor within [insert the period of time within which the Contracting Officer may exercise the option]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **60 Days of ending Period of Performance date** before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of clause)

**I-21 Reserved**

**I-22 Utilization of Small Business Concerns. (MAY 2004) 52.219-8**

**I-23 Special 8(a) Contract Conditions. (FEB 1990) 52.219-11**

The Small Business Administration (SBA) agrees to the following:

(a) To furnish the supplies or services set forth in this contract according to the specifications and the terms and conditions hereof by subcontracting with an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(b) That in the event SBA does not award a subcontract for all or a part of the work hereunder, this contract may be terminated either in whole or in part without cost to either party.

(c) Except for novation agreements and advance payments, delegate to the *ICE OAQ* the responsibility for administering the subcontract to be awarded hereunder with complete authority to take any action on behalf of the Government under the terms and conditions of the subcontract; provided, however, that the *ICE OAQ* shall give advance notice to the SBA before it issues a final notice terminating the right of a subcontractor to proceed with further performance, either in whole or in part, under the subcontract for default or for the convenience of the Government.

(d) That payments to be made under any subcontract awarded under this contract will be made directly to the subcontractor by the *ICE OAQ*.

(e) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the Contracting Officer cognizable under the Disputes clause of said subcontract.

(f) To notify the *ICE OAQ* Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(End of clause)

**I-24 Limitations on Subcontracting. (DEC 1996) 52.219-14**

**I-25 Notification of Competition Limited to Eligible 8(a) Concerns (JUN 2003) 52.219-18**

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer—

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) *Agreement.* A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(2) The \_\_\_\_\_ [insert name of SBA's contractor] will notify the \_\_\_\_\_ [insert name of contracting agency] Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

**I-26 Notice to the Government of Labor Disputes. (FEB 1997) 52.222-1**

**I-27 Convict Labor. (JUN 2003) 52.222-3**

**I-28 Contract Work Hours and Safety Standards Act - Overtime Compensation. (JUL 2005) 52.222-4**

**I-29 Prohibition of Segregated Facilities. (FEB 1999) 52.222-21**

**I-30 Equal Opportunity. (MAR 2007) 52.222-26**

**I-31 Notification of Visa Denial. (JUN 2003) 52.222-29**

**I-32 Affirmative Action for Workers with Disabilities. (JUN 1998) 52.222-36**

**I-33 Service Contract Act of 1965, as Amended. (JUL 2005) 52.222-41**

**I-34 Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts). (NOV 2006) 52.222-43**

**I-35 Reserved 52.222-47**

**I-36 Pollution Prevention and Right-to-Know Information. (AUG 2003) 52.223-5**

**I-37 Drug-Free Workplace. (MAY 2001) 52.223-6**



- I-38 Waste Reduction Program. (AUG 2000) 52.223-10**
- I-39 Toxic Chemical Release Reporting. (AUG 2003) 52.223-14**
- I-40 Privacy Act Notification. (APR 1984) 52.224-1**
- I-41 Privacy Act. (APR 1984) 52.224-2**
- I-42 Restrictions on Certain Foreign Purchases. (FEB 2006) 52.225-13**
- I-43 Reserved. 52.225-16**
- I-44 Authorization and Consent. (JUL 1995) 52.227-1**
- I-45 Insurance - Work on a Government Installation. (JAN 1997) 52.228-5**
- I-46 Federal, State, and Local Taxes. (APR 2003) 52.229-3**
- I-47 Reserved 52.229-5**
- I-48 Payments. (APR 1984) 52.232-1**
- I-49 Discounts for Prompt Payment. (FEB 2002) 52.232-8**
- I-50 Limitation on Withholding of Payments. (APR 1984) 52.232-9**
- I-51 Extras. (APR 1984) 52.232-11**
- I-52 Interest. (JUN 1996) 52.232-17**
- I-53 Availability of Funds. (APR 1984) 52.232-18**
- I-54 Availability of Funds for the Next Fiscal Year. (APR 1984) 52.232-19**

Funds are not presently available for performance under this contract beyond [ ]. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond [ ], until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

- I-55 Assignment of Claims. (JAN 1986) 52.232-23**
- I-56 Prompt payment. (OCT 2003) 52.232-25**
- I-57 Payment by Electronic Funds Transfer - Other than Central Contractor Registration. (MAY 1999) 52.232-34**

(a) *Method of payment.* (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term EFT refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either -

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) *Mandatory submission of Contractor's EFT information.* (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: designated office) by [*the Contracting Officer shall insert date, days after award, days before first request, the date specified for receipt of offers if the provision at 52.232-38 is utilized, or concurrent with first request as prescribed by the head of the agency; if not prescribed, insert no later than 15 days prior to submission of the first request for payment*]. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) *Mechanisms for EFT payment.* The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) *Suspension of payment.* (1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) *Liability for uncompleted or erroneous transfers.* (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for -

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and -

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) *EFT and prompt payment.* A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and assignment of claims.* If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(j) *EFT information.* The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

(1) The contract number (or other procurement identification number).

(2) The Contractor's name and remittance address, as stated in the contract(s).

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.

(4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.

(5) The Contractor's account number and the type of account (checking, saving, or lockbox).

(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.

(7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

(End of clause)

**I-58 Designation of Office for Government Receipt of Electronic Funds Transfer Information. (MAY 1999) 52.232-35**

(a) As provided in paragraph (b) of the clause at 52.232-34, Payment by Electronic Funds Transfer - Other than Central Contractor Registration, the Government has designated the office cited in paragraph (c) of this clause as the office to receive the Contractor's electronic funds transfer (EFT) information, in lieu of the payment office of this contract.

(b) The Contractor shall send all EFT information, and any changes to EFT information to the office designated in paragraph (c) of this clause. The Contractor shall not send EFT information to the payment office, or any other office than that designated in paragraph (c). The Government need not use any EFT information sent to any office other than that designated in paragraph (c).

(c) Designated Office:

Name: [ ]

Mailing Address: [ ]

Telephone Number: [ ]

Person to Contact: [ ]

Electronic Address: [ ]

(End of clause)

**I-59 Disputes. (JUL 2002) 52.233-1**

**I-60 Protest after Award. (AUG 1996) 52.233-3**

**I-61 Protection of Government Buildings, Equipment, and Vegetation. (APR 1984) 52.237-2**

**I-62 Continuity of Services. (JAN 1991) 52.237-3**

**I-63 Bankruptcy. (JUL 1995) 52.242-13**

**I-64 Government Property. (JUN 2007) 52.245-1**

**I-65 Government Property Installation Operation Services. (JUN 2007) 52.245-2**

(a) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an "as-is, where is" condition. The Government makes no warranty regarding the suitability for use of the Government property specified in this contract. The Contractor shall be afforded the opportunity to inspect the Government property as specified in the solicitation.

(b) The Government bears no responsibility for repair or replacement of any lost, damaged or destroyed Government property. If any or all of the Government property is lost, damaged or destroyed or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The Contractor shall have title to all replacement property and shall continue to be responsible for contract performance.

(c) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.

(d) Except as provided in this clause, Government property furnished under this contract shall be governed by the Government Property clause of this contract.

(e) Government property provided under this clause: [ ]

(End of clause)

**I-66 Warranty of Services. (MAY 2001) 52.246-20**

(a) *Definition.*

Acceptance, as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor [*Contracting Officer shall insert the specific period of time in which notice shall be given to the Contractor; e.g., within 30 days from the date of acceptance by the Government; within 1000 hours of use by the Government; or other specified event whose occurrence will terminate the period of notice, or combination of any applicable events or period of time*]. This notice shall state either -

(1) That the Contractor shall correct or reperform any defective or nonconforming services; or

(2) That the Government does not require correction or reperformance.

(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the

cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

(End of clause)

**I-67 Limitation of Liability - Services. (FEB 1997) 52.246-25**

**I-68 Value Engineering. (FEB 2000) 52.248-1**

**I-69 Termination for Convenience of the Government (Fixed-Price). (MAY 2004) 52.249-2**

**I-70 Default (Fixed-Price Supply and Service). (APR 1984) 52.249-8**

**I-71 Computer Generated Forms. (JAN 1991) 52.253-1**

**I-72 Dissemination of contract information. (DEC 2003) 3052.242-71**

**I-73 Government property reports. (JUN 2006) 3052.245-70**

**I-74 Approval of Contract. (DEC 1989) 52.204-1**

This contract is subject to the written approval of [*identify title of designated agency official here*] and shall not be binding until so approved.

(End of clause)

**I-75 Notification of Ownership Changes. (OCT 1997) 52.215-19**

(a) The Contractor shall make the following notifications in writing:

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

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

(b) The Contractor shall -

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

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

(End of clause)

**I-76 Ordering. (OCT 1995) 52.216-18**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the award date through the end of the base period and any subsequent option extensions.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered issued when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

**I-77 Order Limitations. (OCT 1995) 52.216-19**

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$1,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor -

(1) Any order for a single item in excess of \$40M

(2) Any order for a combination of items in excess of \$40M; or

(3) A series of orders from the same ordering office within [ ] days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within [ ] days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

**I-78 Requirements. (OCT 1995) 52.216-21**

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's

requirements do not result in orders in the quantities described as estimated or maximum in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after *the contractual end date*.

(End of clause)

**I-79 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans. (SEP 2006) 52.222-35**

(a) Definitions. As used in this clause--

All employment openings means all positions except executive and top management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

Executive and top management means any employee--

- (1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;
- (2) Who customarily and regularly directs the work of two or more other employees;
- (3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;
- (4) Who customarily and regularly exercises discretionary powers; and
- (5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week



to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

Other eligible veteran means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

Positions that will be filled from within the Contractor's organization means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

Qualified special disabled veteran means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

Special disabled veteran means--

(1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability--

(i) Rated at 30 percent or more; or

(ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or

(2) A person who was discharged or released from active duty because of a service-connected disability.

Veteran of the Vietnam era means a person who--

(1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases; or

(2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases.

(b) General. (1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for

which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as--

- (i) Recruitment, advertising, and job application procedures;
- (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- (iii) Rate of pay or any other form of compensation and changes in compensation;
- (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- (v) Leaves of absence, sick leave, or any other leave;
- (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
- (vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- (viii) Activities sponsored by the Contractor including social or recreational programs; and
- (ix) Any other term, condition, or privilege of employment.

(2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(c) Listing openings. (1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.

(2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of

subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.

(d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.

(e) Postings. (1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(2) The employment notices shall--

(i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and

(ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.

(3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).

(4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(g) Subcontracts. The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

(End of clause)

**I-80 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans. (SEP 2006) - Alternate I (DEC 2001) 52.222-35**

Notice: The following term(s) of this clause are waived for this contract:[*List term(s)*].

(a) Definitions. As used in this clause--

All employment openings means all positions except executive and top management, those positions that will be

filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

Executive and top management means any employee--

- (1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;
- (2) Who customarily and regularly directs the work of two or more other employees;
- (3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;
- (4) Who customarily and regularly exercises discretionary powers; and
- (5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

Other eligible veteran means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

Positions that will be filled from within the Contractor's organization means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

Qualified special disabled veteran means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

Special disabled veteran means--

- (1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability--
  - (i) Rated at 30 percent or more; or
  - (ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or
- (2) A person who was discharged or released from active duty because of a service-connected disability.

Veteran of the Vietnam era means a person who--

(1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases; or

(2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases.

(b) General. (1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;

(iii) Rate of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(c) Listing openings. (1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract,

including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.

(2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.

(d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.

(e) Postings. (1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(2) The employment notices shall--

(i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and

(ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.

(3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).

(4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the

Secretary of Labor issued pursuant to the Act.

(g) Subcontracts. The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

(End of clause)

**I-81 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans. (SEP 2006) 52.222-37**

(a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on-

(1) The number of special disabled veterans, the number of veterans of the Vietnam era, and other eligible veterans in the workforce of the Contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of the total, the number of special disabled veterans, the number of veterans of the Vietnam era, and the number of other eligible veterans; and

(3) The maximum number and the minimum number of employees of the Contractor during the period covered by the report.

(b) The Contractor shall report the above items by completing the Form VETS100, entitled "Federal Contractor Veterans' Employment Report (VETS100 Report)".

(c) The Contractor shall submit VETS100 Reports no later than September 30 of each year beginning September 30, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date-

(1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The Contractor shall base the count of veterans reported according to paragraph (a) of this clause on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all special disabled veterans, veterans of the Vietnam era, and other eligible veterans who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that-

(1) The information is voluntarily provided;

(2) The information will be kept confidential;

(3) Disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and

(4) The information will be used only in accordance with the regulations promulgated under 38

U.S.C. 4212.

(f) The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

(End of clause)

**I-82 Statement of Equivalent Rates for Federal Hires. (MAY 1989) 52.222-42**

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*

<b>Employee Class</b>	<b>Monetary Wage - Fringe Benefits</b>
<input type="checkbox"/>	<input type="checkbox"/>

(End of clause)

**I-85 Changes - Fixed-Price. (AUG 1987) - Alternate I (APR 1984) 52.243-1**

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (1) Description of services to be performed.
- (2) Time of performance (*i.e.*, hours of the day, days of the week, etc.).
- (3) Place of performance of the services.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(End of clause)



**I-87 Subcontracts for Commercial Items. (MAR 2007) 52.244-6**

(a) Definitions. As used in this clause--

"Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201). Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

**I-88 Clauses Incorporated by Reference. (FEB 1998) 52.252-2**

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

(End of clause)

**I-89 Security requirements for unclassified information technology resources. (JUN 2006) 3052.204-70**

(a) The Contractor shall be responsible for Information Technology (IT) security for all systems connected to a DHS network or operated by the Contractor for DHS, regardless of location. This clause applies to all or any part of the contract that includes information technology resources or services for which the Contractor must have physical or electronic access to sensitive information contained in DHS unclassified systems that directly support the agency's mission.

(b) The Contractor shall provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract.

(1) Within [*insert number of days*] days after contract award, the contractor shall submit for approval its IT Security Plan, which shall be consistent with and further detail the approach contained in the offeror's proposal. The plan, as approved by the Contracting Officer, shall be incorporated into the contract as a compliance document.

(2) The Contractor's IT Security Plan shall comply with Federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 et seq.); the Government Information Security Reform Act of 2000; and the Federal Information Security Management Act of 2002; and with Federal policies and procedures that include, but are not limited to, OMB Circular A-130.

(3) The security plan shall specifically include instructions regarding handling and protecting sensitive information at the Contractor's site (including any information stored, processed, or transmitted using the Contractor's computer systems), and the secure management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems.

(c) Examples of tasks that require security provisions include--

(1) Acquisition, transmission or analysis of data owned by DHS with significant replacement cost should the contractor's copy be corrupted; and

(2) Access to DHS networks or computers at a level beyond that granted the general public (e.g., such as bypassing a firewall).

(d) At the expiration of the contract, the contractor shall return all sensitive DHS information and IT resources provided to the contractor during the contract, and certify that all non-public DHS information has been purged from any contractor-owned system. Components shall conduct reviews to ensure that the security requirements in the contract are implemented and enforced.

(e) Within 6 months after contract award, the contractor shall submit written proof of IT Security accreditation to DHS for approval by the DHS Contracting Officer. Accreditation will proceed according to the criteria of the DHS Sensitive System Policy Publication, 4300A (Version 2.1, July 26, 2004) or any replacement publication, which the Contracting Officer will provide upon request. This accreditation will include a final security plan, risk assessment, security test and evaluation, and disaster recovery plan/continuity of operations plan. This accreditation, when accepted by the Contracting Officer, shall be incorporated into the contract as a compliance document. The contractor shall comply with the approved accreditation documentation.

(End of clause)

**I-90 Contractor employee access. (JUN 2006) 3052.204-71**

(a) "Sensitive Information," as used in this Chapter, means any information, the loss, misuse, disclosure, or unauthorized access to or modification of which could adversely affect the national or homeland security interest, or the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Pub. L. 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

(3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

(b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

(c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

(d) The Contracting Officer may require the contractor to prohibit individuals from working on the contract if the government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

(e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those contractor employees authorized access to sensitive information, the contractor shall ensure that these persons receive training concerning the protection and disclosure of

sensitive information both during and after contract performance.

(f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

(End of clause)

**I-91 Prohibition on contracts with corporate expatriates. (JUN 2006) 3052.209-70**

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

*Expanded Affiliated Group* means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting 'more than 50 percent' for 'at least 80 percent' each place it appears.

*Foreign Incorporated Entity* means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

*Inverted Domestic Corporation.* A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)

- (1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;
- (2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held
  - (i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or
  - (ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and
- (3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

*Person, domestic, and foreign* have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) Special rules. The following definitions and special rules shall apply when determining whether a

foreign incorporated entity should be treated as an inverted domestic corporation.

(1) *Certain Stock Disregarded.* For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

(i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

(ii) stock of such entity which is sold in a public offering related to the acquisition described in subsection (b)(1) of Section 835 of the Homeland Security Act, 6 U.S.C. 395(b)(1).

(2) *Plan Deemed In Certain Cases.* If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) *Certain Transfers Disregarded.* The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) *Special Rule for Related Partnerships.* For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

(i) warrants;

(ii) options;

(iii) contracts to acquire stock;

(iv) convertible debt instruments; and

(v) others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835.

(f) *Disclosure.* The offeror under this solicitation represents that (Check one):

it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73;

it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it has submitted a request for waiver pursuant to 3009.104-74, which has not been denied; or

\_\_ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it plans to submit a request for waiver pursuant to 3009.104-74.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

(End of provision)

**List of Documents, Exhibits and Other Attachments**

Attachment 1	Wage Determination CBA-2008-1986
Attachment 2	Deliverables or Written Documentation
Attachment 3	Performance Requirements Summary
Attachment 4	Contract Discrepancy Report
Attachment 5	Performance Monitoring Tool
Attachment 6	
Attachment 7	
Attachment 8	

**Representations, Certifications, and Other Statements of Bidders**

**K-1 Taxpayer Identification. (OCT 1998) 52.204-3**

*(a) Definitions.*

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

*(d) Taxpayer Identification Number (TIN).*

TIN: 920173111

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

*(e) Type of organization.*

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);



- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other \_\_\_\_\_.

(f) *Common parent.*

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

Name AHTNA, INC

TIN 920042242

(End of provision)

**K-2 Small Business Program Representations. (MAY 2004) 52.219-1**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 561612.

(2) The small business size standard is 32.5M.

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

(b) *Representations.* (1) The offeror represents as part of its offer that it X is, \_\_\_ is not a small business concern.

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

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

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

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

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

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

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

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

Service-disabled veteran-owned small business concern -

(1) Means a small business concern -

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

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

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

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

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

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

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

Women-owned small business concern means a small business concern -

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

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

(d) *Notice.* (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions

on the source of the end items to be furnished.

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

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

**K-3 Previous Contracts and Compliance Reports. (FEB 1999) 52.222-22**

The offeror represents that -

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

(End of provision)

**K-4 Affirmative Action Compliance. (APR 1984) 52.222-25**

The offeror represents that -

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

(End of provision)

**K-5 Compliance with Veterans' Employment Reporting Requirements. (DEC 2001) 52.222-38**

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

(End of provision)

**K-6 Certification of Toxic Chemical Release Reporting. (AUG 2003) 52.223-13**

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

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

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

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *(Check each block that is applicable.)*

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

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

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

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

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

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

(C) Major group codes 20 through 39.

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

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

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

(End of provision)

**K-7 Buy American Act - Certificate. (JUN 2003) 52.225-2**

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms component, domestic end product, end product, foreign end product, and United States are defined in the clause of this solicitation entitled Buy American Act--Supplies.

(b) Foreign End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

*(List as necessary)*

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

(End of provision)

## ATTACHMENT 2 – DELIVERABLES OF WRITTEN DOCUMENTATION

One hard copy of each deliverable shall be submitted to the Contracting Officer and the COTR, as described in the "Delivery/Days after Award Column".

Detention Services Deliverables are as follows:

ITEM	DESCRIPTION	SECTION-C SUBSECTION	DELIVERY/DAYS AFTER AWARD	NO. OF COPIES
A001	Quality Control Plan	GVT PWS II Subsection 1 Item A	Submit Proposed Changes to the COTR for review	1
A002	Copy of the document stating that the employee has received and reviewed the Policy and Procedures Manual	GVT PWS II Subsection 1 Item C	Upon request by the COTR	1
A003	Written policy and procedures for reporting security, safety, health, welfare or injury incidents	GVT PWS II Subsection 1 Item C	Within 24 hours of occurrence	1
A004	Resumes of Key Personnel	GVT PWS II Subsection 1 Item E, 3	COTR written approval before employee EOD	1
A005	Organizational Chart	GVT PWS II Subsection 1 Item E, 4	Available for review upon request	1
A006	Employee's certifications that they have read and understand the standards of conduct	GVT PWS II Subsection 2 Item A	Prior to EOD	1
A007	Copy of Standards of conduct and corresponding disciplinary actions	GVT PWS II Subsection 2 Item A	Prior to EOD	1
A008	Report of employee(s) in violation or attempt to violate standards of conduct	GVT PWS II Subsection 2 Item A, 6	Immediately (immediate verbal report, with written follow-up)	1
A009	Notification of change in employee's health status	GVT PWS II Subsection 2 Item C, Para. 9	Immediately	1
A010	Employee termination, transfer, suspension, personnel action relating to disqualifying information or incidents of delinquency	GVT PWS II Subsection 2 Item F	Immediately (immediate verbal report, with written follow-up)	1
A011	Report of any on contract employee misconduct	GVT PWS II Subsection 2 Item F	Immediately (immediate verbal report, with written follow-up)	1
A012	Certification that each contract employee has been issued approved uniforms and credentials	GVT PWS II Subsection 2 Item K, 1 & 2	Prior to EOD	1
A013	Registrations, commissions, permits, or licenses for each uniformed employee	GVT PWS II Subsection 2 Item L, 2	Prior to Entry On Duty (EOD)	1
A014	Detention Officer Assignment Roster	GVT PWS II Subsection 2 Item N, 1	Posted 24 hours in advance	1
A015	Report of employees actually on duty with post assignments	GVT PWS II Subsection 2 Item N, 1	Upon request by COTR	1
A016	Drug test results	GVT PWS II	Submitted 21 calendar days after	1

		Subsection 3 Item C	receipt of an applicant personnel suitability packet	
A017	E-QIP Security Process	GVT PWS II Subsection 3	Prior to Entry On Duty (EOD)	
A018	Training Program	GVT PWS II Subsection 4	30 days after contract award and before contract performance begins	
A019	Physical force incident Report	GVT PWS II Subsection 5 Item M	Verbal immediately and written prior to end of shift	1
A020	Written report for escapes	GVT PWS II Subsection 5 Item Q	Prior to end of shift (verbal report immediately, with written report no later than shift end)	1
A021	Physical harm or threat to safety, health or welfare	GVT PWS II Subsection 8 Item C	Immediately and follow-up within 24 hours of incident	1
A022	Monthly Status Report	Section G	Concurrent with submission of Monthly Invoice	1

Food Services Deliverables are as follows:

DELIVERABLE	SUBMIT TO	DUE DATE	PWS PARAGRAPH #
Work and Assignment Sheet		Weekly	5.3
Prime Vendor/Food Service Expenditures Number of Meals Served Daily Meal Count		Monthly and Quarterly	3.9.2
Budget Requirements		Annually /Quarterly Must be completed by end of 3 <sup>rd</sup> quarter	3.9.1
10 Holiday Menus		Annually	3.1.1
35 Day Menu – Regular Diet		Monthly	3.1.1
14 Day Menu – Common Fare		Monthly	3.1.1
Detainee Special Needs		Daily	3.1.1
Daily Diet List-Medical		Daily	3.3.9
Daily Diet List –Religious			3.3.10
Daily Time Sheet		Daily	5.3
Cleaning Schedule		Weekly	3.6
Weekly Inventory/Log Sheet (Food)		Weekly	3.9
Tool Cabinet Inventory Class A and Class B		At beginning of the day and at the end of each shift	3.8.1
Equipment Inventory		Annually	4.3
Daily Meal Count		Per meal	3.9.2
Regular Tool Control Log		Monthly	3.8.1
Food Service Weekly Inspection		Weekly	

Log (ACA) (Maintain and submit to the FOD or designee)			3.6.1
Food Handler Certification (Maintain)		As required of new employees	5.6
Detainee Volunteer Work Program Training Form (If detainees are used)		As required Training Roster Daily	9.8
Serving Line Temperature Report		Per meal	3.3.4
ACA Temperature Log Report (Refrigerators and Freezers)		Three (3) times per day	3.2.3
Daily Sanitation Checklist		Two (2) times per day	3.6
Maintenance Service Work Order Form		As required	4.2
Common Fare Cost for Detainee		Quarterly	3.9.2
Non-Edible Supply Usage (Equipment and Supplies)		Monthly	3.9.3
Authorized Detainee Workers List (Maintain)		Daily	9.8
Safety Devices/Equipment Training		Quarterly	5.6
Food and Non-food Inventory		Monthly	3.9.3
Detainee Screening Form (Request form) (Maintain)		As required	9.8
5 Week Menu Cycle (as served)		Monthly	3.1.1
End of Month Cost Report (including cost per meal, per detainee)		Monthly	3.9.2
Daily Food Usage Report		Daily	3.9.2
Chemical Inventory Sheet		Per usage	3.7.3
Post Orders/Assignments (Every employee position)		Annually	5.3

\*Clarification for the due dates is provided as follows:

Daily: in the evening

Weekly: each Monday

Monthly: on the 15<sup>th</sup> of each month



**Attachment 3- Performance Requirements Summary**

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD (NDS, ICE POLICIES, PWS)	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
<p><b>Administration and Management (10%)</b>  (Addresses general administration, organizational and management requirements, and Quality Control Plan)</p>	<p>1. Admission and Release 2. Detainee Classification System 3. Contraband 8. Emergency Plans 10. Non-Medical Emergency Escorted Trips 30. Suicide Prevention and Intervention 35. Transportation (Land Transportation) 37. Visitation</p>	<p>Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR</p>	<ul style="list-style-type: none"> <li>• Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard</li> <li>• Periodic reviews in accordance with the attached performance monitoring tool</li> <li>• Monthly review of corrective action plan results</li> <li>• Ad-hoc reviews as needed</li> <li>• CDRs</li> </ul>	<p>Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP)</p>	<p>A rating of Deficient on any three of the standards will result in up to 10% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established</p> <p>A rating of At-Risk on any of the standards will result in up to 10% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established</p>
<p><b>Personnel (15%)</b>  (Addresses contractor responsibility in areas of competence, training, recording presence, tour of duty, restrictions, random drug testing, dual positions, appearance, behavior, and workforce integrity)</p>	<p>A record of Contractor Standards of Employee Conduct certificate must be provided to the COTR prior to the employees beginning work</p> <p>Each employee of the Contractor and of any subcontractor(s) must complete and sign a Form I-9, "Employment Eligibility Verification," before commencing work and a copy furnished to the COTR.</p>	<p>Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR</p>	<ul style="list-style-type: none"> <li>• Monthly review of corrective action plan results</li> <li>• Ad-hoc reviews as needed</li> <li>• CDRs</li> </ul>	<p>Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP)</p>	<p>A rating of Deficient on any two of the standards will result in up to 15% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established</p> <p>A rating of At-Risk on any of the standards will result in up to 15% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established</p>

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD (NDS, ICE POLICIES, PWS)	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
	<p>Prior to the officer's initial assignment or reassignment to the ICE site, the Contractor shall certify in writing to the COIR that each Detention Officer is in full compliance with Report of Medical Examination, Standard Form 88.</p> <p>The Contractor shall have a random drug-screening program. The Contractor shall provide the results of all drug screening to the COIR within 24 hours after receipt.</p> <p>The Contractor's employees are subject to random contraband inspection in accordance with facility standards and policies. Upon notification of a violation by the COIR, the Contractor shall immediately remove the employee from performing duties under this contract.</p> <p>If the COIR or the</p>				

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD (NDS, ICE POLICIES, PWS)	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
	<p>Contractor receives and confirms disqualifying information concerning a Contractor employee, the Contractor shall, upon notification by the COTR, immediately remove the employee from performing duties under this contract.</p> <p>The Contractor shall not utilize any unformed contract employee to perform duties under this contract for more than 12 hours in any 24-hour period, and shall ensure that such employees have a minimum of eight (8) hours off between shifts. Authorization is required from the COTR is required for any deviation of the Tour of Duty Restrictions.</p> <p>A contract employee shall not hold the position of Detention Officer and Supervisory simultaneously.</p>				

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD (NDS, ICE POLICIES, PWS)	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
	<p>A Detention Officer shall not leave his Detention Officer post until relieved by another Detention Officer.</p> <p>The Contractor shall maintain a system of personnel files, and make all personnel files available to the CO and the COIR upon request.</p> <p>The Contractor has established uniform requirements for Supervisory Detention Officers and Detention Officers.</p> <p>The Contractor must obtain all required permits and licenses by the date of contract award.</p> <p>Contract employees are not accessing Government equipment, documents, materials, and telephones for any purpose other than as authorized by ICE.</p> <p>The Contractor shall follow the</p>				

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD (NDS, ICE POLICIES, PWS)	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
<p><b>Background and Clearance Procedures (5%)</b></p> <p>(Addresses background investigations, security requirements, suitability determinations, background investigations, employment and continued eligibility, and security management)</p> <p>(Reporting alleged employee misconduct, arrests, employees under investigation by any law enforcement agency)</p>	<p>criteria described in the PWS when establishing work schedules, contact relief, rest periods, and starting and stopping work.</p> <p>The Contractor shall process all background investigations through the ICE Security Office via the COIR prior to contract start date. Prior to granting of a favorable EOD decision, the Contractor must submit the results of the drug screening on the applicant to the COIR.</p> <p>The Contractor shall appoint a senior official to act as the Corporate Security Officer.</p> <p>Contractor personnel must have favorably adjudicated background investigations commensurate with the defined sensitivity level in <i>DHS IT Security</i></p>	<p>Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COIR</p>	<ul style="list-style-type: none"> <li>• Ad-hoc reviews as needed</li> <li>• CDRs</li> </ul>	<p>Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP)</p>	<p>A rating of Deficient on any two of the standards will result in up to 5% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established</p> <p>A rating of At-Risk on any of the standards will result in up to 5% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established</p>

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD (NDS, ICE POLICIES, PWS)	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
<p><b>Training (10%)</b></p> <p>(Addresses contractor training in the ACA Standards and in the PWS)</p>	<p><i>Program Publication DHS MD 4300.Pub.</i> if working on Department telecommunications and automated information systems.</p> <p>All Contractor employees using Department automated systems or processing Department sensitive data will be required to receive Security Awareness Training.</p> <p>All employees must have the training described in the ACA Standards and in the PWS.</p> <p>All new Supervisory Detention Officers assigned to perform work under this contract must successfully complete a minimum of 40 hours of formal supervisory training provided by the Contractor prior to assuming duties.</p> <p>The Contractor shall give each Detention Officer a written examination consisting of at least</p>	<p>Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR</p> <p>Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard</p> <p>Periodic reviews in accordance with the contract performance monitoring tool (see attached)</p>	<ul style="list-style-type: none"> <li>• Monthly review of corrective action plan results</li> <li>• Ad-hoc reviews as needed</li> <li>• CDRs</li> <li>• Review of service provider's quality control program monitoring reports and output data</li> </ul>	<p>Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP)</p>	<p>A rating of Deficient on any two of the standards will result in up to 15% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established</p> <p>A rating of At-Risk on any of the standards will result in up to 15% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established</p>

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD (NDS, ICE POLICIES, PWS)	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
	<p>25 questions after each classroom-training course is completed.</p> <p>Certified instructors shall conduct all instruction and testing.</p> <p>Employees shall not perform duties under this contract until they have successfully completed all initial training and the COTR receives written certification from the Contractor.</p> <p>The Contractor shall submit a training forecast and lesson plans to the COTR or ICE designee, on a monthly basis, for the following 60-day period.</p>				
<p><b>Facility Security and Control (15%)</b></p> <p>(Addresses post orders; permanent logs; security features; security inspections, control of contraband; detainee and housing unit</p>	<p>4. Correspondence and Other Mail</p> <p>6. Detainee Files</p> <p>7. Disciplinary Policy</p> <p>11. Security Inspections</p> <p>13. Funds and Personal Property</p> <p>15. Hold Rooms in Detention Facilities</p>	<p>Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR</p> <p>Annual review of</p>	<p>• Monthly review of corrective action plan results.</p> <p>• Ad-hoc reviews as needed</p> <p>• CDRs</p> <p>• Review of service provider's quality control program monitoring reports and output data</p>	<p>Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP)</p>	<p>A rating of Deficient on any two of the standards will result in up to 20% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established</p> <p>A rating of At-Risk on any of the standards will result in up to 20% withholding in the monthly invoiced per-diem day</p>

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD (NDS, ICE POLICIES, PWS)	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
searches; detainee accountability; use of force, non-routine use of restraints; tools, keys, and equipment control; detainee discipline; supervision for special housing; contingency emergency plans, work details, programs and services, detainees funds and property)	17. Key and Lock Control 18. Access to Legal Material 19. Group Presentations on Legal Rights 23. Population Counts 24. Post Orders 25. Recreation 27. Special Management Unit (Administrative Segregation) 28. Special Management Unit (Disciplinary Segregation) 29. Staff-Detainee Communication 34. Detainee Transfer 36. Use of Force 37. Visitation 38. Voluntary Work Program	facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard  Periodic reviews in accordance with the contract performance monitoring tool (see attached)			rate until compliance with the standard is established
<b>Detainee Rights, Rules, Discipline, and Privileges (5%)</b>  (Addresses detainee's civil rights)	5. Detainee Handbook 7. Disciplinary Policy 14. Detainee Grievance Procedures 18. Access to Legal Material 19. Group Presentations on Legal Rights 27. Special Management Unit (Administrative	Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR	<ul style="list-style-type: none"> <li>• Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard</li> <li>• Periodic reviews in accordance with the contract performance monitoring tool (see attached)</li> <li>• Monthly review of corrective action plan results.</li> <li>• Ad-hoc reviews as needed</li> <li>• Review of service provider's quality control program monitoring reports</li> <li>• CDRs</li> </ul>	Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP)	A rating of Deficient on any three of the standards will result in up to 5% withholding in the monthly invoiced per- diem day rate until compliance with the standard is established  A rating of At-Risk on any of the standards will result in up to 5% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established



FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD (NDS, ICE POLICIES, PWS)	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
<p><b>Transportation (15%)</b></p> <p>(Addresses use of force outside the facility, the use of force with lethal and non-lethal weapons, licensing, training, and continued proficiency, ground transportation of detainees and/or to effect the removal of detainees at ports of entry and JPATS operations)</p>	<p>Segregation) 28. Special Management Unit (Disciplinary Segregation) 29. Staff-Detainee Communication 34. Detainee Transfer 35. Transportation (Land Transportation) 36. Use of Force ICE National Firearms policy ICE Escort policy PWS Subsection 9 para D and E JPATS SOP</p>	<p>Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR</p>	<ul style="list-style-type: none"> <li>• Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard</li> <li>• Periodic reviews in accordance with the attached performance monitoring tool</li> <li>• Monthly review of corrective action plan results</li> <li>• Ad-hoc reviews as needed</li> <li>• CDRs</li> </ul>	<p>Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP)</p>	<p>A rating of Deficient on any two of the standards will result in up to 15% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established</p> <p>A rating of At-Risk on any of the standards will result in up to 15% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established</p>
<p><b>Health, Safety, Sanitation and Emergency Standards (10%)</b></p> <p>(Addresses contractor compliance with ICE emergency procedures, accountability and proper use of chemicals, documenting disturbances, reporting of serious incidents, evacuation plans, injury, illness, medical requests, evacuation, detainee death or injury, clothing, bedding and linen exchange)</p>	<p>1. Admission and Release 2. Detainee Classification System 8. Emergency Plans 9. Environmental Health and Safety 16. Hunger Strikes 22. Issuance and Exchange of Clothing, Bedding, and Towels 30. Suicide Prevention and Intervention</p>	<p>Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR</p>	<ul style="list-style-type: none"> <li>• Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard</li> <li>• Periodic reviews in accordance with the attached performance monitoring tool</li> <li>• Monthly review of corrective action plan results</li> <li>• Ad-hoc reviews as needed</li> <li>• CDRs</li> </ul>	<p>Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP)</p>	<p>A rating of Deficient on any two of the standards will result in up to 10% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established</p> <p>A rating of At-Risk on any of the standards will result in up to 10% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established</p>

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD (NDS, ICE POLICIES, PWS)	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
<p><b>Property, Equipment, and Supplies (5%)</b></p> <p>(Addresses government property accountability, contractor firearms, detainee telephone system)</p>	<p>17. Key and Lock Control 31. Telephone Access 33. Tool Control  ICE National Firearms policy PWS Subsection 9</p>	<p>Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COIR</p>	<ul style="list-style-type: none"> <li>• Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard</li> <li>• Periodic reviews in accordance with the attached performance monitoring tool</li> <li>• Monthly review of corrective action plan results</li> <li>• Ad-hoc reviews as needed</li> <li>• CDRs</li> </ul>	<p>Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP)</p>	<p>A rating of Deficient on any two of the standards will result in up to 5% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established</p> <p>A rating of At-Risk on any of the standards will result in up to 5% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established</p>
<p><b>Food Service (10%)</b></p> <p><b>(Addresses basic sanitation and adequacy of varied meals and special diets provided to residents)</b></p>	<p>ICE DRO Detention Operations Manual Detainee Services Chapter 7, Food Services (www.ice.gov/pi/dro/ opsmanual) PMT: 12. Food Service</p>	<p>Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COIR</p>	<ul style="list-style-type: none"> <li>• Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard</li> <li>• Periodic review in accordance with the attached performance monitoring tool</li> <li>• Monthly review of corrective action plan results.</li> <li>• Ad-hoc reviews as needed</li> <li>• CDRs</li> </ul>	<p>Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP)</p>	<p>A rating of Deficient on any of the standards will result in up to 10% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.</p> <p>A rating of At-Risk on any of the standards will result in up to 10% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.</p>

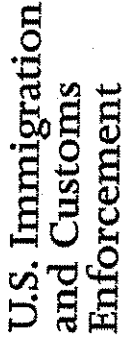
The following is a breakdown of the percentage amounts that will be withheld for each functional area for 1<sup>st</sup> offense through 4<sup>th</sup> offense in deficient and at-risk. As stated in the withholding criteria, no more than the total weight for each functional area (for example 10% for Administration and Management) will be withheld on a monthly invoiced per diem day rate. The offenses will be recorded on a 12 month basis.

<b>Deficient</b>	<b>1<sup>st</sup> Offense</b>	<b>2<sup>nd</sup> Offense</b>	<b>3<sup>rd</sup> Offense</b>	<b>4<sup>th</sup> Offense</b>
Administration and Management	2.50%	5.00%	7.50%	10.00%
Personnel	3.75%	7.50%	11.25%	15.00%
Background & Clearance Procedures	1.25%	2.50%	3.75%	5.00%
Training	2.50%	5.00%	7.50%	10.00%
Facility Security & Control	3.75%	7.50%	11.25%	15.00%
Detainee Rights, Rules, Discipline, & Privileges	1.25%	2.50%	3.75%	5.00%
Transportation	3.75%	7.50%	11.25%	15.00%
Health, Safety, Sanitation & Emergency Standards	2.50%	5.00%	7.50%	10.00%
Property, Equipment, & Supplies	1.25%	2.50%	3.75%	5.00%
Food Service	2.50%	5.00%	7.50%	10.00%
<b>At-Risk</b>	<b>1<sup>st</sup> Offense</b>	<b>2<sup>nd</sup> Offense</b>	<b>3<sup>rd</sup> Offense</b>	<b>4<sup>th</sup> Offense</b>
Administration and Management	2.50%	5.00%	7.50%	10.00%
Personnel	3.75%	7.50%	11.25%	15.00%
Background & Clearance Procedures	1.25%	2.50%	3.75%	5.00%
Training	2.50%	5.00%	7.50%	10.00%
Facility Security & Control	3.75%	7.50%	11.25%	15.00%
Detainee Rights, Rules, Discipline, & Privileges	1.25%	2.50%	3.75%	5.00%
Transportation	3.75%	7.50%	11.25%	15.00%
Health, Safety, Sanitation & Emergency Standards	2.50%	5.00%	7.50%	10.00%
Property, Equipment, & Supplies	1.25%	2.50%	3.75%	5.00%
Food Service	2.50%	5.00%	7.50%	10.00%

## Attachment 4 - Contract Discrepancy Report

<b>CONTRACT DISCREPANCY REPORT</b>			1. CONTRACT NUMBER
Report Number:			Date:
2. TO: (Contractor and Manager Name)		3. FROM: (Name of COTR)	
<b>DATES</b>			
CONTRACTOR NOTIFICATION	CONTRACTOR RESPONSE DUE BY	RETURNED BY CONTRACTOR	ACTION COMPLETE
4. DISCREPANCY OR PROBLEM <i>(Describe in Detail: Include reference in PWS / Directive: Attach continuation sheet if necessary.)</i>			
5. SIGNATURE OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)			
6. TO: (COTR)		7. FROM: (Contractor)	
8. CONTRACTOR RESPONSE AS TO CAUSE, CORRECTIVE ACTION AND ACTIONS TO PREVENT RECURRENCE. ATTACH CONTINUATION SHEET IF NECESSARY. <i>(Cite applicable Q.A. program procedures or new A.W. procedures.)</i>			
9. SIGNATURE OF CONTRACTOR REPRESENTATIVE			10. DATE
11. GOVERNMENT EVALUATION OF CONTRACTOR RESPONSE/RESOLUTION PLAN: <i>(Acceptable response/plan, partial acceptance of response/plan, rejection: attach continuation sheet if necessary)</i>			
12. GOVERNMENT ACTIONS <i>(Payment withholding, cure notice, show cause, other.)</i>			
<b>CLOSE OUT</b>			
CONTRACTOR NOTIFIED	NAME AND TITLE	SIGNATURE	DATE
COTR			
CONTRACTING OFFICER			

Attachment 5 – Performance Monitoring Tool



Detention and Removal Operations  
Detention and Transportation Services

Performance Monitoring Tool

Facility Name: \_\_\_\_\_ Month/Year: \_\_\_\_\_

Frequency	DETECTION STANDARD	Rating A/DR	Corrective Action Required / Comments	Due Date	
D	<b>1. Admission and Release</b> A. ICE information is available for initial classification B. Medical screening taking place within timeframes C. Inventory detainee personal effects D. Detainee funds accountability in place for admin/release All visual searches documented and are not routine in procedure E. Appropriate clothing and bedding issued F. Orientation material in English, Spanish or most prevalent second language				
W					
M					
Q					
	<b>2. Detainee Classification System</b> A. All detainees classified appropriately upon arrival B. Reassessment and reclassification process in place C. Housing assignments are based upon classification D. Work assignments are based upon classification system Detainees are assigned color coded uniforms/wrist bands to reflect classification level				
	<b>3. Contraband</b> A. Policy in place for handling contraband B. Contraband disposed of properly and documented				

C. Facility staff make a concerted effort to control contraband

D	W	M	T	W	TH	FR	SAT	SUN	DETERMINATION STANDARD	Rating A/D/R	Corrective Action Required/ Comments	Due Date
									<b>4. Correspondence and Other Mail</b>			
									A. Incoming mail screened and delivered daily			
									B. Outgoing mail screened for contraband			
									C. Legal mail opened in front of detainee			
									D. Incoming funds processed properly			
									E. Rules for correspondence and other mail posted in housing unit or common areas, and detainee handbook			
									F. Facility has a system for detainees to purchase stamps			
									G. SMU has same correspondence privileges as general population			
									<b>5. Detainee Handbook</b>			
									A. Staff aware of handbook contents and follow procedures			
									B. Available in both English and Spanish and/or second most prevalent language			
									C. Handbook is updated as necessary			
									D. Orientation material available to illiterate detainees			
									<b>6. Detainee Files</b>			
									A. Detention file created for each new arrival			
									B. Detention files contain documents generated during custody			
									C. Detainee files maintained in a secure area			
									<b>7. Disciplinary Policy</b>			
									A. Rules of conduct/sanctions provided in writing			
									B. Incident reports investigated within 24 hours			
									C. Disciplinary panel adjudicate infractions			
									D. Disciplinary sanctions are in accordance with standards			
									E. Staff representation available			

D	W	M	O	DETENTION STANDARD	Rating A/D/R	Corrective Action Required / Comments	Due Date
				<b>8. Emergency Plans</b>			
				A. Staff trained			
				B. Written plans			
				C. Evacuation routes primary and secondary			
				D. A complete set of emergency plans is available			
				E. Staff work stoppage plan is available			
				<b>9. Environmental Health and Safety</b>			
				A. System for storing/issuing/maintaining hazardous materials			
				B. Complete inventories of hazardous materials maintained			
				C. A complete list of MSDS readily accessible to staff and detainees			
				D. Fire prevention/control/evacuation plan			
				E. Conduct fire/evacuation drills according to schedule/standard			
				F. Staff trained to prevent contact with blood and bodily fluids			
				G. Emergency generators are tested bi-weekly			
				H. Every employee and detainee using flammable, toxic, or caustic materials receives advance training in their use, storage, and disposal			
				I. Safety Office (or officer) maintains files of inspection reports; Including corrective actions taken			
				J. Facility appears clean and well maintained			
				K. All flammable and combustible materials (liquid and aerosol) are stored and used according to label recommendations			



D	W	M	Q	DETENTION STANDARDS	Rating A/D/R	Corrective Action Required/ Comments	Due Date
				<b>10. Non-Medical Emergency Escorted Trips</b> The Field Office Director considers and approves, on a case-by-case basis, trips to visit an immediate family member in accordance with standards			
			A.				
				<b>11. Security Inspections</b>			
			A.	Staff are required to conduct security check of assigned areas			
			B.	All visitors officially recorded in a visitor log book			
			C.	Front entrance staff inspect ID of everyone entering/exiting			
			D.	Maintain a log of all incoming and departing vehicles			
			E.	Housing unit searches occur at irregular times			
			F.	Area searches documented in log book			
			G.	Daily/Monthly fence checks completed and logged			
				Facility administrator or designee and department heads visit housing units and activity areas weekly			
			H.	Officers monitor all vehicular traffic entering and leaving the facility			
			I.				
				The facility has a written policy and procedures to prevent the introduction of contraband into the facility or any of its components			
			J.				
				Security officer posts located in or immediately adjacent to detainee living areas to permit officers to see or hear and respond promptly to emergency situations. Personal contact and interaction between staff and detainees is required and facilitated			
			K.				
				Daily procedures include: perimeter alarm system tests; physical checks of the perimeter fence; documenting the results			
			L.				

D	W	M	T	F	S	S	DETECTION STANDARDS	RATING A/D/R	Corrective Action Required/ Comments	Due Date
							M. Tools being taken into the secure area of the facility are inspected and inventoried			
							<b>12. Food Service</b>			
							A. Appropriate security measures for sharps are in place			
							B. Appropriate food temperatures are maintained for both hot and cold food			
							C. Food Service department maintained at a high level of sanitation			
							D. Detainees receive safety and appropriate equipment training prior to beginning work in department			
							E. A minimum of two hot meals served daily			
							F. Facility has a standard 35 day cycle menu			
							G. A registered dietician conducts nutritional analysis			
							H. All menu changes documented			
							I. Common fare menu for authorized detainees			
							J. Weekly inspections conducted and documented			
							<b>13. Funds and Personal Property</b>			
							A. Inventory personal property/funds is maintained			
							B. Funds/valuables documented on receipt			
							C. Detainees property searched for contraband			
							D. Staff forward arriving detainees medication to medical staff			
							E. Detainee funds are deposited into the cash box			
							F. Staff secure every container used to store property with a tamper-proof numbered strap			
							G. Quarterly audits of detainee baggage & luggage are conducted, verified, and logged			
D	W	M	T	F	S	S	DETECTION STANDARDS	RATING A/D/R	Corrective Action Required/ Comments	Due Date



D	W	M	T	TH	F	S	S	DETECTION STANDARDS	Rating A/D/R	Corrective Action Required / Comments	Due Date
								<b>17. Key and Lock Control</b>			
								A. Maintain inventories of all keys/locks/locking devices			
								B. Emergency keys are available for all areas of the facility			
								C. Chit system used to issue security equip./keys/radios			
								D. Policy regarding restricted keys present and followed by staff			
								E. Facility has a key accountability policy and procedures to ensure key accountability. The keys are physically counted daily			
								F. Locks and locking devices are continually inspected, maintained, and inventoried			
								<b>18. Access to Legal Material</b>			
								A. Adequate equipment is available for detainees			
								B. Legal materials/law library current and available for detainees			
								C. Detainee access provided to include SMU			
								D. Denials documented			
								E. Schedule for use implemented 5 hours weekly per detainee			
								F. Access to legal material within 24 hours of written request			
								G. Indigent detainees provided free stamps/envelopes for legal matters			
								19. Group Presentations on Legal Rights			
								H. ICE/DRO approved videos played for all incoming detainees			
								I. Posters announcing presentation appear in common areas at least 48 hours prior to presentation			

D	W	M	Q	DEFINITION STANDARDS	Rating A/D/R	Corrective Action Required / Comments	Due Date	
			J.	Detainees in SMU receive separate presentation				
			K.	Facility ensures adequate presentations so all detainees wanting to attend have the opportunity				
			<b>20. Marriage Requests</b>					
			A.	Marriage written requests approved by FOD				
			<b>21. Medical Care</b>					
			A.	Intake process includes medical and mental health screening				
			B.	Sick call procedures established				
			C.	Adequate medical staff available proportionate to population				
			D.	Pharmaceuticals stored in a secure area				
			E.	All detainees receive physical examination/assessment within 14 days of arrival				
			F.	Sick call slips available in English, Spanish and/or most prevalent second language				
			G.	The facility has a written plan for 24 hour emergency health care when no medical staff are on-duty or when immediate outside medical attention is required				
			H.	Medical records are available and transferred with the detainee				
			I.	Records are maintained of medication distribution				
			J.	All sharps are under strict control and accountability				
			K.	A sharps container is used to dispose of used sharps				
			L.	The medical department is maintained at a high level of sanitation				

D	W	M	T	TH	FR	SAT	SUN	DETECTION STANDARDS	Rating A/D/R	Corrective Action Required / Comments	Due Date
								<b>22. Issuance and Exchange of Clothing, Bedding, and Towels</b>			
								A. Clothing provided upon intake and exchanged weekly			
								B. Sheets and towels exchanged weekly			
								C. Climate appropriate clothing issued and maintained in good repair			
								D. Facility provides and replenishes personal hygiene items as needed, at no cost to detainee			
								E. Showers operate between 100 degrees and 120 degrees			
								F. Showers meet ADA standards and requirements			
								G. Food Service detainee volunteers exchange garments daily			
								<b>23. Population Counts</b>			
								A. Staff conduct formal count at least once per 8 hour shift/ 3x per day			
								B. At least two officers participate in count for each area			
								C. Recount conducted when incorrect count is reported			
								D. Face to photo count conducted as necessary			
								E. Each detainee positively identified during count			
								<b>24. Post Orders</b>			
								A. Every post has a post order, current & signed by the facility administrator			
								B. Housing unit officers record all detainee activity in a log			
								C. Supervisor visits each housing area once per shift			
								D. Staff sign post orders, regardless of whether the assignment is temporary, permanent, or due to an emergency			
								E. Anyone assigned to an armed post qualifies with the post			

		weapons before assuming post duty		DEFENTION STANDARDS		Rating A/D/R	Corrective Action Required / Comments	Due Date	
D	W	M	O	<b>25. Recreation</b>					
				A.	Outdoor/indoor recreation is provided				
				B.	Access to recreation activities 1 hour x 5 days				
				C.	Staff conduct daily searches of recreation areas				
				D.	In unit sedentary activities are available				
				<b>26. Religious Practices</b>					
				A.	Detainees are allowed to engage in religious services				
				B.	Authorized religious items are allowed in detainee possession				
				<b>27. Special Management Unit (Administrative Segregation)</b>					
				A.	Written order accompany detainee placed in SMU				
				B.	SMU reviews are conducted in a timely manner (3,7,14,30,60)				
				C.	Detainees in SMU have access to legal materials				
				D.	Detainees in SMU retain visiting privileges				
				E.	Maintain a permanent log regarding detainee related activities				
				F.	SMU phone access same as general pop unless exception is made				
				G.	Detainees in SMUs may shave and shower three times weekly and receive other basic services (laundry, hair care, barbering, clothing, bedding, linen) on the same basis as the general population				
				H.	The facility administrator (or designee) visits each SMU daily				
				I.	A health care provider visits every detainee in a SMU at least 3x week, and detainees are provided any medications				

D		W		M		O		prescribed for them		Rating A/D/R	Corrective Action Required/ Comments	Due Date
DETENTION STANDARDS												
									Detainees in the SMU are offered at least one hour of recreation per day, scheduled at a reasonable time, at least five days per week. Where cover is not provided to mitigate inclement weather, detainees are provided weather-appropriate equipment and attire			
								J.				
								K.	When a detainee has been held in Admin Segregation for more than 30 days, the facility administrator notifies the Field Office Director, who notifies the ICE/DRO Deputy Assistant Director, Detention Management Division			
									<b>28. Special Management Unit (Disciplinary Segregation)</b>			
								A.	Written order accompany detainee placed in SMU			
								B.	SMU reviews are conducted in a timely manner (3,7,14,30,60)			
								C.	Admin SMU detainees enjoy same privileges as gen pop			
								D.	Detainees in SMU have access to legal materials			
								E.	Detainees in SMU retain visiting privileges			
								F.	Maintain a permanent log regarding detainee related activities			
								G.	Written order accompany detainee placed in disciplinary SMU			
								H.	Detainees in disciplinary SMU have access to legal materials			
								I.	Detainees in disciplinary SMU retain visiting privileges			
								J.	Disciplinary SMU phone access limited to legal/consular calls			
									Detainees in SMUs may shave and shower three times weekly and receive other basic services (laundry, hair care, barbering, clothing, bedding, linen) on the same basis as the general population			
								K.				





	D	W	M	T	F	S	S	S	S	S	S	S	
C.	The facility has a designated and approved isolation room for evaluation and treatment												Due Date
	DETECTION STANDARDS												Rating A/D/R
D.	Staff observes and documents the status of a suicide-watch detainee at least once every 15 minutes												Corrective Action Required / Comments
	<b>31. Telephone Access</b>												
A.	Upon intake, detainees are made aware of phone policies												
B.	Out of order phones reported to service provider												
C.	Telephones inspected regularly by staff												
D.	Telephone access rules posted in each housing unit												
E.	The number for the ICE OIG is posted in housing units												
F.	The pro bono list is posted in housing units												
G.	Emergency phone call messages delivered to detainees												
H.	Special access calls are available to detainees												
I.	Notification of telephone monitoring posted by unit phones												
	<b>32. Terminal Illness, Advanced Directives, and Death</b>												
A.	Detainees who are chronically or terminally ill are transferred to an appropriate off-site facility												
B.	The facility has written plans for addressing organ donations												
C.	There is a policy addressing Do Not Resuscitate Orders												
D.	The facility has written procedures detailing the proper notifications												
	<b>33. Tool Control</b>												
A.	Tool inventories conducted as specified												
B.	Tools marked and readily identifiable												
C.	Procedures for issuance of tools to staff and detainees												
D.	Inventory made of all tools by contractors prior to enter and exit												

D	W	M	Q	DETECTION STANDARDS	Rating A/D/R	Corrective Action Required/ Comments	Due Date
				There is an individual who is responsible for developing a tool control procedure and an inspection system to ensure accountability			
			E.	A metal or plastic chit is taken in exchange for all tools issued, and when a tool is issued from a shadow board the receipt chit shall be visible on the shadow board			
			F.	Broken or worn out tools are surveyed and disposed of in an appropriate and secure manner			
			G.	Department heads are responsible for implementing proper tool control procedures as described in the standard			
			H.				
				<b>34. Detainee Transfer</b>			
			A.	Detainee provided with detainee transfer notification form			
			B.	Health records/transfer summary accompany detainee			
			C.	Funds and personal property accompany detainee			
			D.	A-File/work folder accompany detainee			
				<b>35. Transportation (Land Transportation)</b>			
				Documentation indicating safety repairs are completed immediately and vehicles are not used until they have been repaired and inspected, is available for review			
			A.				
			B.	Officers use a checklist during every vehicle inspection			
			C.	Transporting officers limit driving time to 10 hours in any 15 hour period when transporting detainees			
			D.	Two officers with valid Commercial Drivers Licenses, (CDL's) required in any bus transporting detainees			
			E.	Policies and procedures are in place addressing the use of restraining equipment on transportation vehicles			

D	W	M	T	TH	F	S	SUN	DEFINITION STANDARDS	Rating A/D/R	Corrective Action Required/ Comments	Due Date
								Vehicles have 2 way radios, cellular telephones, equipment boxes in accordance with the Use of Force standard			
								Vehicles have written contingency plans on board			
								<b>36. Use of Force</b>			
								A. Policy governing immediate/calculated use of force			
								B. All use of force incidents documented and reviewed			
								C. Video tapes of incidents preserved/catalogued for 2 1/2 yrs			
								D. Detainee is seen by medical immediately after incident			
								E. Facility subscribes to prescribed confrontation avoidance procedures			
								F. Staff trained in use of force techniques			
								G. Appropriate procedures in place for using 4 point restraints			
								H. Medical staff consulted prior to deploying OC spray in calculated use of force situations			
								I. All electronic stun devices inventoried and used by facility must be approved by ICE National Firearms and Tactical Training Unit			
								<b>37. Visitation</b>			
								A. Written visitation schedule posted and accessible to the public			
								B. General visitation log book maintained			
								C. Visitor dress code enforced			
								D. Legal visitation available 7 days a week			
								E. Facility complies with visitation schedule			
								F. Visitors are searched and identified per standards			
								G. Current list of Pro Bono services posted in detainee housing			

D	W	M	Q	DETENTION STANDARDS	Rating A/D/R	Corrective Action Required / Comments	Due Date
				<b>38. Voluntary Work Program</b>			
			A.	Facility has a voluntary work program			
			B.	Maintain a written chart with work assignments/classification level			
			C.	Facility complies with work hour and pay requirements for detainees			
			D.	Detainees are medically screened to participate			
			E.	Detainees receive proper training and safety equipment			
			F.	Detainee housekeeping meets standards for neatness, cleanliness and sanitation			
				<b>39. Juvenile Education</b>			
			A.	Classrooms are equipped, including desks, chairs, grade-appropriate text books, activity supplies, chalk boards and audio/visual equipment.			
			B.	Lesson plans are in place and have clearly stated objectives and measures for student performance.			
			C.	Curricula and materials meet US Dept. of Education, state and county requirements.			
			D.	At least one hour of daily grade-appropriate instruction is provided in the following core subjects: Science, Social Studies, Math, Language Arts (Reading/Writing), and Physical Education.			
			E.	Teacher credentials meet state English as a Second Language (ESL) requirements.			
			F.	Teachers identify, address and refer counseling and special needs of students.			



