

Company Name:
Akal Security, Inc.

Contract Number:
ACL-2-C-0002 (ACL2C0002)

Order Number:
Not Applicable

Solicitation Number:
ACL-0-R-0005 (ACLR0005)

Requisition Number:
DET-01-002 (DET01002)

Last Modification Processed:
Not Applicable

Period of Performance:
Through 5/21/2002

Services Provided:
Florence Service Processing Center, 3250 Pinal Parkway Avenue, Florence, Arizona
(AZ).

SOLICITATION, OFFER, A.

1. THIS CONTRACT IS A RATED ORC UNDER DPAS (15 CFR 700)

2. CONTRACT NUMBER AGL-0-R-0002	3. SOLICITATION NUMBER ACL-0-R-0005	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	DATE ISSUED 4/4/01	6. REQUISITION/PURCHASE NUMBER DET-01-002
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7. ISSUED BY Immigration and Naturalization Svc. Administrative Center Laguna P.O. Box 30080 Laguna Niguel, CA 92607-0080 Laguna Niguel CA 92607-0080	8. ADDRESS OFFER TO (if other than item 7)
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NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 4 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in Section L until C.O.B local time 5/15/01 (City) (Hour) (Date)

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

10. FOR INFORMATION CALL:	A. NAME: Linda Grimm	B. TELEPHONE (Include area code) (NO COLLECT CALLS) b6	C. EMAIL 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. In compliance with the above, the undersigned agrees, if this offer is accepted within 90 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

DISCOUNT FOR PROMPT PAYMENT See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
ACKNOWLEDGMENT 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
	1	4-11-01	3	5-17-01
	2	4-30-01	4	5-25-01

15A. NAME AND ADDRESS OF OFFEROR BNCI/AKAI Infinity Loop Espanda, NM 87567	CODE	FACILITY CODE	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) Marc D. Stemp Daya S. Khalsa Mgmt Committee Members
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15B. TELEPHONE NO. (Include area code) 505 753 7832 ext 2042	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE <input type="checkbox"/>	17. SIGNATURE Daya S. Khalsa	18. OFFER DATE 2-01-02
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED CLINS 0001 THRU 0002	20. AMOUNT EST \$11,786,577.92	21. ACCOUNTING AND APPROPRIATION INFORMATION PER INDIVIDUAL DELIVERY ORDER	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) See Blk 25. ITEM	
24. ADMINISTERED BY (if other than item 7) CODE	25. PAYMENT WILL BE MADE BY CODE SEE CONTRACT PARAGRAPHS G-2 and G-3.		

26. NAME OF CONTRACTING OFFICER (Type or print) ALAN J. BARCLAY	27. UNITED STATES OF AMERICA <i>Alan Barclay</i> (Signature of Contracting Officer)	28. AWARD DATE 5/9/02
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IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

ACL-0-R-0005
Amendment 004

In accordance with the attached specifications, the Contractor shall provide unarmed guard service for the Immigration and Naturalization Service, Florence Service Processing Center, 3250 Pinal Parkway Avenue, Florence, AZ. This contract is for one base year plus four one-year options. The quantities listed below represent an estimated amount for the service required. This is a non-personal service contract as defined by FAR 37.1.

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

Performance for the base year will be dependent upon the issuance of satisfactory security clearances for the entire work force. Contract Performance will not begin until satisfactory security clearances have been received and successfully processed by Immigration and Naturalization (INS) Security and a written Notice to Proceed with a start date specified is issued by the Contracting Officer.

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

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

CLIN Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total
0001	Custody Officers	b4	Man-hour	b4	\$ b4
0002	Supervisory Custody Officers - Lieutenants		Man-hour	b4	\$ b4
	BASE YEAR TOTAL				\$ 11,786,577.92

ACL-0-R-0005
Amendment 004

First Option Period – The First Option Period starts from the exercise of the option for a period of one year.

CLIN Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total
1001	Custody Officers	b4	Man-hour	\$ b4	\$ b4
2002	Supervisory Custody Officers- Lieutenants		Man-hour	\$ b4	
FIRST OPTION PERIOD TOTAL					\$ 11,695,681.92

Second Option Period – The Second Option Period starts from the exercise of the option for a period of one year.

CLIN Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total
2001	Custody Officers	b4	Man-hour	\$ b4	\$ b4
2002	Supervisory Custody Officers - Lieutenants		Man-hour	\$ b4	
SECOND OPTION PERIOD TOTAL					\$ 11,711,256.96

Third Option Period – The Third Option Period starts from the exercise of the option for a period of one year.

CLIN Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total
3001	Custody Officers	b4	Man-hour	\$ b4	\$ b4
3002	Supervisory Custody Officers - Lieutenants		Man-hour	\$ b4	
THIRD OPTION PERIOD TOTAL					\$ 11,766,584.96

Fourth Option Period – The Fourth Option Period starts from the exercise of the option for a period of one year.

CLIN Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total
4001	Custody Officers	b4	Man-hour	\$ b4	\$ b4
4002	Supervisory Custody Officers - Lieutenants		Man-hour	\$ b4	
FOURTH OPTION PERIOD TOTAL					\$ 11,803,792.00

ACL-0-R-0005
Amendment 004

Base Year Total	\$ <u>11,786,577.92</u>
First Option Period Total	\$ <u>11,695,681.92</u>
Second Option Period Total	\$ <u>11,711,256.96</u>
Third Option Period Total	\$ <u>11,766,584.96</u>
Fourth Option Period Total	\$ <u>11,803,792.00</u>
Total Estimated Cost including Base Year and Four Options	\$ <u>58,763,893.76</u>

In accordance with the attached specifications, the Contractor shall provide unarmed guard service for the Immigration and Naturalization Service, Florence Service Processing Center, 3250 Pinal Parkway Avenue, Florence, AZ. This contract is for one base year plus four one-year options. The quantities listed below represent an estimated amount for the service required. This is a non-personal service contract as defined by FAR 37.1.

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CLIN Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total
0001	Custody Officers	b4	Man-hour	\$ b4	\$ b4
0002	Supervisory Custody Officers - Lieutenants		Man-hour	\$ b4	\$ b4
	BASE YEAR TOTAL				\$ 11,786,578

First Option Period – The First Option Period starts from the exercise of the option for a period of one year.

CLIN Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total
1001	Custody Officers	b4	Man-hour	\$ [REDACTED]	\$ [REDACTED]
2002	Supervisory Custody Officers- Lieutenants	[REDACTED]	Man-hour	\$ [REDACTED]	\$ [REDACTED]
FIRST OPTION PERIOD TOTAL					\$ 11,695,682-

Second Option Period – The Second Option Period starts from the exercise of the option for a period of one year.

CLIN Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total
2001	Custody Officers	b4	Man-hour	\$ [REDACTED]	\$ [REDACTED]
2002	Supervisory Custody Officers – Lieutenants	[REDACTED]	Man-hour	\$ [REDACTED]	\$ [REDACTED]
SECOND OPTION PERIOD TOTAL					\$ 11,711,257-

Third Option Period – The Third Option Period starts from the exercise of the option for a period of one year.

CLIN Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total
3001	Custody Officers	b4	Man-hour	\$ [REDACTED]	\$ [REDACTED]
3002	Supervisory Custody Officers – Lieutenants	[REDACTED]	Man-hour	\$ [REDACTED]	\$ [REDACTED]
THIRD OPTION PERIOD TOTAL					\$ 11,766,585-

Fourth Option Period – The Fourth Option Period starts from the exercise of the option for a period of one year.

CLIN Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total
4001	Custody Officers	b4	Man-hour	\$ [REDACTED]	\$ [REDACTED]
4002	Supervisory Custody Officers – Lieutenants	[REDACTED]	Man-hour	\$ [REDACTED]	\$ [REDACTED]
FOURTH OPTION PERIOD TOTAL					\$ 11,803,792-

Base Year Total	\$ <u>11,786,578-</u>
First Option Period Total	\$ <u>11,695,682-</u>
Second Option Period Total	\$ <u>11,711,257-</u>
Third Option Period Total	\$ <u>11,766,585-</u>
Fourth Option Period Total	\$ <u>11,803,792-</u>
Total Estimated Cost including Base Year and Four Options	\$ <u>58,763,894-</u>

ACL-0-R-0005
Amendment 004

In accordance with the attached specifications, the Contractor shall provide unarmed guard service for the Immigration and Naturalization Service, Florence Service Processing Center, 3250 Pinal Parkway Avenue, Florence, AZ. This contract is for one base year plus four one-year options. The quantities listed below represent an estimated amount for the service required. This is a non-personal service contract as defined by FAR 37.1.

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0001	Custody Officers	b4	Man-hour	b4	\$ b4
0002	Supervisory Custody Officers - Lieutenants		Man-hour	b4	\$ b4
	BASE YEAR TOTAL				\$ 11,786,577.92

ACL-O-R-0005
Amendment 004

First Option Period – The First Option Period starts from the exercise of the option for a period of one year.

CLIN Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total
1001	Custody Officers	b4	Man-hour	\$	b4
2002	Supervisory Custody Officers- Lieutenants		Man-hour	\$ b4	
FIRST OPTION PERIOD TOTAL					\$ 11,695,681.92

Second Option Period – The Second Option Period starts from the exercise of the option for a period of one year.

CLIN Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total
2001	Custody Officers	b4	Man-hour	\$	b4
2002	Supervisory Custody Officers -- Lieutenants		Man-hour	\$ b4	
SECOND OPTION PERIOD TOTAL					\$ 11,711,256.96

Third Option Period – The Third Option Period starts from the exercise of the option for a period of one year.

CLIN Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total
3001	Custody Officers	b4	Man-hour	\$	b4
3002	Supervisory Custody Officers – Lieutenants		Man-hour	\$ b4	
THIRD OPTION PERIOD TOTAL					\$ 11,766,584.96

Fourth Option Period – The Fourth Option Period starts from the exercise of the option for a period of one year.

CLIN Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total
4001	Custody Officers	b4	Man-hour	\$	b4
4002	Supervisory Custody Officers – Lieutenants		Man-hour	\$ b4	
FOURTH OPTION PERIOD TOTAL					\$ 11,803,792.00

ACL-O-R-0005
Amendment 004

Base Year Total	\$ <u>11,786,577.92</u>
First Option Period Total	\$ <u>11,695,681.92</u>
Second Option Period Total	\$ <u>11,711,256.96</u>
Third Option Period Total	\$ <u>11,766,584.96</u>
Fourth Option Period Total	\$ <u>11,803,792.00</u>
Total Estimated Cost including Base Year and Four Options	\$ <u>58,763,893.76</u>

BNCI/Akal
Joint Venture Agreement
Amendment 2

THIS AMENDMENT to the JOINT VENTURE AGREEMENT is made and entered into as of this 1st day of February, 2003, by and between AKAL SECURITY, INC., a New Mexico Corporation ("Akal"), and BNC INTERNATIONAL, INC., an Alaska Corporation ("BNCI").

Akal and BNCI agree that Akal may perform all labor relations functions on behalf of the joint venture, may negotiate with labor unions and associations on behalf of the joint venture, and may bind the joint venture to any and all labor agreements, including Collective Bargaining Agreements.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers as of the day and year first above written.

AKAL SECURITY, INC.

By: Daya S. Khalsa
Daya S. Khalsa
Senior Vice President

BNC INTERNATIONAL, INC.

By: Marc D. Stemp
Marc D. Stemp
President/CEO

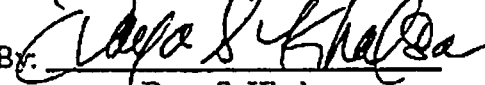
BNCI/Akal
Joint Venture Agreement
Amendment 1

THIS AMENDMENT to the JOINT VENTURE AGREEMENT is made and entered into as of this 7th day of January, 2003, by and between AKAL SECURITY, INC., a New Mexico Corporation ("Akal"), and BNC INTERNATIONAL, INC., an Alaskan Corporation ("BNCI").

Akal and BNCI agree that Akal may borrow in its own name and pledge the assets of the joint venture [i.e. the government contracts (including the 10% interest of its joint venture partner)] as collateral for its borrowings.

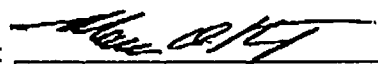
IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers as of the day and year first above written.

AKAL SECURITY, INC.

By: 

Daya S. Khalsa
Senior Vice President

BNC INTERNATIONAL, INC.

By: 

Marc D. Stemp
President/CEO

SECTION C

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

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I. INTRODUCTION

A. Background

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

B. Detention and Removal Mission Statement

The mission of the Detention and Removal Program (D & R) is the planning, management, and direction of a broad program relating to the supervision, detention, and deportation of aliens who are in the United States illegally. These activities are chiefly concerned with the enforcement of departure from the United States of aliens who have entered illegally or have become removable after admission.

In implementing its mission, D & R is responsible for carrying out all orders for the required departure of aliens handed down in removable proceedings, or prior thereto, and arranging for detention of aliens when such becomes necessary.

D & R maintains and operates the Deportable Alien Control System (DACS) to process cases located by the Border Patrol, Investigations and Inspections activities. The D&R activities are directly reliant upon these other activities. Investigative and Border Patrol activities locate aliens who are denied entry or further stay in the United States and whose departure must be enforced.

C. Scope of Work

The Contractor shall furnish unarmed security guard services, including management personnel, supervision, manpower, relief guards, uniforms, equipment, and supplies to provide guard services seven (7) days a week, twenty-four (24) hours per day at the Florence Service Processing Center, Florence, AZ. The Contractor shall provide a minimum of one Custody Officer of the same gender as the detainees per shift.

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

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

D. Location of Services

The population of the below named facility will be classified as High, Medium, or Low Risk Level. Security services to be provided by the Contractor will be performed at the following location(s):

Florence Service Processing Center
3250 North Pinal Parkway Avenue
Florence, AZ 85232

E. Explanation of Terms

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

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

Administrative Segregation - A unit of housing for detainees whose continued presence in the general population poses a serious threat to life, property, self, staff, or other inmates.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Employee - Refers to a person employed by the Contractor.

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

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

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

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

Government - Refers to the United States Government.

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

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

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

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

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

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

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

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

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

Man-hour rate - The rate that includes all costs, overhead and profit required to perform the contract. Costs include management, wages, benefits, training time, holiday and vacation pay, sick leave, materials, equipment and any other costs to meet contract requirements described in the solicitation and as shown in man-hours chart in Section J, Attachment 1. Only productive hours can be invoiced. Productive hours are those hours when the required services are performed.

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

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

Officer In Charge - INS senior officer in charge of the Service Processing Center.

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

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

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

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

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

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

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

Property - Refers to personal property belonging to a detainee.

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

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

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

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

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

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

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

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

Security Risk – High, Medium, Low

High Risk Level - Detainees exhibit behavioral problems or have a history of violent and/or criminal activity.

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

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

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

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

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

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

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

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

Strip Search - An examination of a detainee's body unclothed, for weapons, contraband, and physical abnormalities. This also includes a thorough search of all of the individual's clothing while it is not being worn.

Suitability Check – Security clearance process for Contractor and all Contractor Employees to determine suitability to work.

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

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

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

F. Rules and Regulations

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

- **The INS Operations Manual**
- **Post Orders**
- **General Directives**
- **American Correctional Association (ACA) Standards (Most current edition)**
- **The INS Officer's Handbook**
- **M-68 (A Guide to Proper Conduct and Relationships with Aliens and the General Public)**
- **The INS Detention Standards**
- **All rules and regulations governing public buildings and grounds**
- **All regulations provided to the Contractor through the COTR**

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

G. Ambiguities

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

II. REQUIREMENTS

CHAPTER 1 - GENERAL ADMINISTRATION, ORGANIZATION AND MANAGEMENT

The Contractor shall provide a safe and secure environment for staff and detainees through effective building and grounds security. The Contractor shall continuously monitor programs, seek ways to reduce and control violence in the facility, respond effectively to emergencies, limit tools and other potentially dangerous equipment, and secure posts. The Contractor shall monitor detainee programs and contractor staff performance. In addition, the Contractor shall communicate policy, procedures and operational practices using INS written instructions and policy statements.

A. Quality Control Plan

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

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

B. Quality Assurance Plan (QAP)

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

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

2. Roles and Responsibilities of Participating Government Officials

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

- a. The COTR(s) will be responsible for monitoring, assessing, recording and reporting on the technical performance of the Contractor on a day-to-day basis. The COTR(s) will have primary responsibility for completing "Quality Assurance Surveillance Forms" to document their inspection and evaluation of the Contractor's work performance.
- b. Administrative Contracting Officer (ACO) or designee has overall responsibility for evaluating the Contractor's performance. The ACO will review the COTR's evaluation of the Contractor performance. If applicable, deductions will be assessed in accordance with guidance provided in Section F, paragraph F-6, Page F5.

C. The Contractor's Policies and Procedures Manual

The Contractor shall provide a Policies and Procedures Manual which, at a minimum, addresses the following:

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

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

D. INS Operations Manual

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

E. Facility Staffing Plan, Organizational Chart, Key Personnel

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

The Contractor shall provide resumes for key personnel as identified by the COTR (such as: Training Officer, Project Manager and Supervisory Custody Officers). No key personnel shall perform any duties under the contract until the CO and COTR have approved their performance of such duties.

F. Employee Standards

All employees shall meet the highest standards of professionalism and personal integrity. Standards of professionalism include competency, training, appearance, and behavior. The Contractor shall perform pre-employment suitability checks for all employees and prospective employees as required in Section H and Chapter 4 of this PWS. The Contractor will effect disciplinary or adverse action against employees who disregard those standards.

G. Training Program

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

H. Meetings

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

CHAPTER 2 - PERSONNEL.

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

A. Minimum Standards of Employee Conduct

The Contractor shall develop standards of employee conduct and corresponding disciplinary actions that are consistent with the following standards of conduct. The Contractor shall hold employees accountable for their conduct based on these standards, which are not restricted to, but must include:

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

Contractor to appropriate action including possible termination of the contract for default.

7. The Contractor shall not employ any person who is currently an employee of any federal agency, or whose employment would present an actual or apparent conflict of interest.
8. All employees are required to immediately report to the Project Manager or INS Supervisor any violation or attempted violation of these standards.

B. Minimum Personnel Qualification Standards

The Contractor shall ensure each person, employed by his firm, has a Social Security Card issued by the Social Security Administration. He/she shall be a United States Citizen or a lawful permanent resident, and possess a high school diploma, or equivalent (GED). The Contractor shall not seek to utilize anyone on this contract that he knows has a criminal record.

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

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

C. Health Requirements for All Custody Officers

The Contractor shall assign only employees who are in good health to work under this contract. Employees shall be without physical defects or abnormalities that would interfere with performing duties. All Custody Officers who work under

this contract shall pass a medical examination conducted by a licensed physician within 30 days prior to initial assignment.

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

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

7. Custody Officers shall be mentally alert and emotionally stable with an absence of detectable neurotic or psychoneurotic conditions that would affect their ability to act during a stressful situation involving mental stress.
8. As required by the Occupational Safety and Health Administration; 29 CFR, Part 1910.1035 (Occupational Exposure to Tuberculosis), all employees in occupations with high-risk exposure are required to have a TB Skin Test completed annually. The Contractor shall accomplish a baseline test on all newly hired employees. Each employee must have a TB Skin Test Certificate prior to entering on his/her first day of duty. The Contractor shall be responsible for re-testing of employees annually.
9. The Contractor shall report immediately any changes to (1) through (8) above, in a Custody Officer's health status to the COTR. If the COTR determines that Contractor employees do not meet minimum health standards, the Contractor's employee must undergo a "Fitness for Duty" examination at no cost to the Government.

D. Drug Testing

The INS may require drug screening at any time. The Contractor shall order and accomplish drug screening at the Contractor's expense. A laboratory approved by the National Institute of Drug Abuse (NIDA) must perform the screening. The Contractor shall provide the results of all such drug screening to the COTR within 24 hours after receipt. The Contractor must post the INS "Drug Free Workplace Policy" in all contract work areas.

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

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

E. Removal From Duty

1. If the COTR or the 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. The Contractor shall revoke the employee's identification credentials and complete any required dispositions. The Contractor shall

immediately notify the COTR when the employee is removed from duty. Disqualifying information includes but is not limited to the following:

- a. Conviction of a felony, a crime of violence, or a serious misdemeanor.
 - b. Possessing a record of arrests for continuing offenses.
 - c. Falsification of information entered on suitability forms.
 - d. Non-payment of court ordered payments (child support, liens, etc) or excessive delinquent debt as determined by credit check.
 - e. Misconduct or negligence in prior employment, which would, have a bearing on efficient service in the position in question, or would interfere with or prevent effective accomplishment by the employing agency of its duties and responsibilities.
 - f. Alcohol abuse of a nature and duration, which suggests that the applicant or appointee would be prevented from performing the duties of the position in question, or would constitute a direct threat to the property or safety of others.
 - g. Illegal use of narcotics, drugs, or other controlled substances, without evidence of substantial rehabilitation.
2. The INS may direct the Contractor to immediately remove any employee who has been disqualified either for security reasons immediately or for being unfit to perform their duties as determined by the COTR. The Contractor shall take action immediately and notify the COTR when the employee is removed from duty. A determination of being unfit for duty may be made from, but is not limited to, incidents of delinquency set forth below:
- a. Violation of the Rules and Regulations Governing Detention facilities set forth in INS Publications entitled "Detention Officer Handbook";
 - b. Violation of the Rules and Regulations Governing Public Buildings and Grounds, 41 CFR 101-20.3;
 - c. Neglect of duty, including sleeping while on duty, loafing, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during official time, and refusing to render assistance or cooperate in upholding the integrity of the security program at the work sites;
 - d. Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records;

- e. Theft, vandalism, immoral conduct, or any other criminal actions;
 - f. Possessing, selling, consuming, or being under the influence of intoxicants, drugs, or substances which produce similar effects;
 - g. Unethical or improper use of official authority or credentials;
 - h. Unauthorized use of communication equipment or government property;
 - i. Misuse of equipment;
 - j. Violations of security procedures or regulations;
 - k. Recurring tardiness;
 - l. Possession of alcohol or illegal substances while on duty;
 - m. Undue fraternization with detainees as determined by the COTR;
 - n. Repeated failure to comply with visitor procedures as determined by the COTR;
 - o. Acquiescence, negligence, misconduct, lack of diligence, good judgement, and/or good common sense resulting in, or contributing to, a detainee escape;
 - p. Failure to maintain acceptable levels of proficiency or to fulfill training requirements;
 - q. Changes in an employee's ability to meet the physical and/or mental health requirements of this contract.
3. At the direction of the COTR, the Contractor shall reassign contract employees who have been arrested or who have alleged misconduct to duties that do not permit direct contact with detainees pending the disposition of the charges.

F. Tour of Duty Restrictions

The contractor shall not utilize any uniformed contract employee to perform duties under this contract for more than 12 hours in any 24-hour period and shall ensure that such employees have a minimum of eight hours off between shifts.

G. Dual Positions

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

H. Post Relief

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

I. Personnel Files

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

J. Uniform Requirements

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

1. Uniforms:

The design and color of the Contractor's uniforms shall not be similar to those worn by INS officers. All officers performing under this contract shall wear uniforms of the same style and color while on duty. Lettered breast badges and cap insignia (if cap is part of uniform) must indicate the rank of authority and be prominently displayed as part of each uniform. A shoulder patch on the left shoulder should identify the Contractor. The officer shall not wear any other identification of the Contractor on the uniform. Each officer shall wear an identification nametag over the right breast shirt pocket.

Uniforms and equipment do not have to be new, but shall be in good condition and meet the standards at start of duty. Officers not in proper uniform shall be considered "not ready for duty/not on duty" until properly uniformed. All uniforms shall be clean, neat and in good order.

The complete uniform consists of seasonal attire that includes appropriate shirt, pants, belt, cap (optional), jacket, shoes or boots, duty belt, mini-mag flashlight and holder, handheld radio and handcuff holder. The Contractor

shall ensure that each officer has a complete uniform while performing assignments under this contract.

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

2. Identification Credentials:

The Contractor shall ensure that all employees both uniformed and nonuniformed (clerical employees, if applicable) have the required identification credentials in their possession while on the premises. The Contractor identification credential document shall contain the following:

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

K. Permits and Licenses

1. Business Permits and Licenses

The Contractor must obtain all required permits and licenses by the date of contract award. The Contractor must (depending on the state's requirements) be licensed as a qualified security service company in accordance with the requirements of the District, Municipality, County, and State in which the INS work site(s) is/are located. Throughout the term of this contract, the Contractor shall maintain current permits/business licenses and make copies available for Government inspection. The Contractor shall comply with all applicable Federal, State, and Local laws and all applicable Occupational Safety and Health Administration (OSHA) standards.

2. Licensing of Employees

Before reporting to duty on this contract, the Contractor shall ensure each employee has registration, commissions, permits and licenses as required by the District, Municipality, County, and State in which the INS work site is located. The contractor shall verify all licenses and certifications. If applicable, all Contractor staff shall possess a current license/registration, in the state in which they are practicing.

3. Jurisdiction

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

L. Encroachment

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

CHAPTER 3 - STAFFING PLAN

The Contractor shall staff the positions in accordance with the man-hour chart provided in **Section J, Attachment No. 1**.

A. Minimum Staffing Requirements.

The Contractor shall fully staff the facility to secure, control, and supervise detainees in custody regardless of the detainee population. Staffing must be sufficient to cover the posts as listed in the solicitation. The Contractor shall ensure daily Custody Officer assignment rosters, by shift, for the duration of the contract. The assignment rosters shall indicate the number of staff, job titles, names, hours, and days of work for each post. The daily roster shall be posted 24 hours in advance. Shift rosters must be provided to the COTR on a daily basis upon completion of the third shift.

B. Supervisory Staffing

The Contractor is responsible for the satisfactory supervision of its employees at all times. Satisfactory supervision includes verifying attendance at all posts and positions, and upholding the work requirements of all personnel assigned under this contract. The Contractor shall provide the COTR with the names of Supervisory Custody Officers designated by the Contractor before commencement of services.

In the absence of the Project Manager, a designated person shall be placed in charge. This individual shall perform only job duties of a project manager. In addition, this individual shall have supervision as his primary function during the times he or she is in charge.

C. Key Personnel

The Contractor shall have key personnel employed and on site before the Contractor can begin contract performance. The following are considered key personnel for the contract:

1. **Project Manager** - At a supervisory level or above, knowledge of program objectives, policies, procedures and requirements for managing a correctional facility are required. A minimum of ten years experience in corrections or a related field with experience in management of a correctional facility at the supervisory level or above. The Project Manager shall meet all requirements for both Supervisory Custody Officer Training and Custody Officer training.
2. **Supervisory Custody Officers.** Supervisors must have a minimum of two years of successful experience in field supervision (civilian community law enforcement, commercial or industrial guard service or security service supervisory positions)

CHAPTER 4 - BACKGROUND CLEARANCE PROCEDURE

A. Background Investigations Required

The Contractor shall process all background investigations through the **INS Security Office via the COTR no less than 60 days prior to contract start date.** The INS shall have complete control over granting, denying, suspending, and terminating employment suitability checks for Contractor employees and prospective employees. If the COTR receives a report indicating the unsuitability of any employee or prospective employees, the COTR shall inform the Contractor that the Government will not allow the individual on site. (See Chapter H, Part H-10, for Security Requirements.)

B. Initial Drug Testing

The Contractor must obtain screening for use of illicit drugs of every employee and prospective employee working under this contract. Drug screening is urinalysis to detect the use of amphetamines, cocaine metabolites, opiates (morphine/ codeine) phencyclidine (PCP) and marijuana metabolites by an individual. The INS may expand the above list to include additional drugs. A lab approved by the National Institute of Drug Abuse (NIDA) must perform the screening.

Prior to the granting of a favorable EOD decision, the contractor must submit the results of the drug screening on the applicant to the COTR.

Drug testing of an applicant will commence as soon as scheduled upon receipt of an applicant's personnel suitability packet by the COTR. The results of an applicant's drug test must be submitted to the COTR no later than 21 calendar days after receipt of an applicant's personnel suitability packet. Such tests shall be obtained from a National Institute of Drug Abuse (NIDA) approved laboratory and screened for the presence of the following drugs or drug classes: amphetamines, cocaine metabolites, opiates (morphine/codeine), phencyclidine (PCP) and marijuana metabolites. (The INS reserves the right to expand the list above to include additional drug/drug classes.) Contractor shall ensure that all federal, state, and local legal procedures are followed whether or not included in these procedures, with regard to the specimen, contractor must ensure that the confirmations are correct and that an adequate chain of custody procedure exists and is followed.

CHAPTER 5 - TRAINING

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

A. General Training Requirements

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

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

In addition, after completion of the first 80 hours of training, the contractor has 60 days to complete an additional 40 hours of training. During the remainder of the first year on duty, the officer will have an additional 40 hours of training for a total of 160 hours within the first year of employment. Forty hours of refresher training is required each year thereafter. The training program must directly relate to the employee's assigned position and afford application of necessary job skills.

1. Basic Training Subjects

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

1. In-service Orientation/Social Diversity	2 HRS
2. Counseling Techniques/Suicide Prevention	2 HRS
3. Conduct/Duties/Ethics	2 HRS
4. Bomb Defense & Threats	1 HR
5. Telephone Communications/Radio Procedures	1 HR
6. Fire and other Emergency Procedures	2 HRS
7. Treatment of Aliens	2 HRS
8. Supervision of Detainees	2 HRS
9. INS Use of Force Policy	2 HRS
10. Security Methods/Key Control/Count Procedures/Observational Techniques	4 HRS
11. EEO/Sexual Harassment	2 HRS
12. Detainee Escort Techniques	1 HR
13. INS Paperwork/Report Writing	2 HRS
14. Detainee Searches/Detainee Personal Property/Counterband	2 HRS
15. Detainee Rules and Regulations	2 HRS
16. Courtroom Demeanor	1 HR
17. First Aid**	4 HRS
18. CPR**	4 HRS
19. Blood-borne Pathogens**	2 HRS

** Critical Training Subjects

2. Refresher Training

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

The Contractor shall coordinate recertification in CPR and First Aid with the INS training staff. Annually, upon completion, the Contractor shall provide documentation of refresher training to the COTR. (See C-25, Clerical Support Employee Training for clerical refresher training requirements, if applicable).

3. On the Job Training.

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

1. Authority of supervisors and organizational code of conduct.

2. General information and special orders.
3. Security systems operational procedures.
4. Facility self-protection plan or emergency operational procedures.

4. Training during initial 60 Day Period

The Contractor shall provide an additional 40 hours of training for Custody Officers within 60 days after completion of first 80 hours of training. The Contractor shall provide the training format and subjects, for approval by the COTR and CO.

B. Supervisory Training

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

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

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

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

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

C. Clerical Support Employees Training

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

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

The Contractor shall give all Clerical Support Employees 16 hours' annual refresher training. The Contractor shall submit the content and format of the courses to the COTR for approval.

D. Proficiency Testing

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

E. Certified Instructors

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

F. Training Documentation

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

CHAPTER 6 – FACILITY SECURITY AND CONTROL

A. Security and Control (General)

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

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

B. Unauthorized Access

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

C. Direct Supervision of Detainees

The Contractor shall provide 24-hour supervision of all detainees in all areas including supervision in detainee housing and activity areas to permit Custody Officers to hear and respond promptly to emergencies. A minimum of one officer must be assigned to monitor each housing unit. This position is separate and apart from the control center post.

D. Log Books

The Contractor shall be responsible to complete and document in writing, for each shift, the following information within the INS Housing Unit Logbooks:

1. Activity that impacts on the detainee population (e.g. detainee counts, shakedowns, detainee movement in and out of the site).
2. Shift activities (e.g. security checks, meals, recreation, religious services).
3. Entry and exit of persons other than detainees, INS staff, or Contractor Staff (e.g. attorneys and other visitors).
4. Fire drills and unusual occurrences.

E. Detainee Counts

The Contractor shall monitor detainee movement and physically count detainees as directed in the INS Operations Manual and post orders. The Contractor shall be responsible for documenting these counts in the logbook. The Contractor

shall ensure INS procedures are followed when the count does not clear. At a minimum, formal detainee counts shall take place twice a day.

F. Daily Inspections

Custody Officers shall conduct daily inspections of all security aspects of the INS site. They shall check all bars, locks, windows, walls, floors, ventilation covers, glass panels, access plates, protective screens, doors, lights, and equipment for operational wear and detainee tampering. Custody Officers shall also report slippery floor surfaces. This documentation shall be made daily in the INS logbooks and on "Work Request Forms" provided by INS. Problems discovered during these inspections shall be clearly identified in the documentation. The Custody Officer shall notify the COTR of any abnormalities or problems. The Contractor shall immediately notify an INS Supervisor of any physical facility damage. Written documentation of these inspections shall be submitted by the end of the shift.

G. Control of Contraband

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

H. Keys and Access Control Devices

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

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

I. Control of Chemicals

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

J. Post Orders

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

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

K. Deviation from Prescribed Schedule Assignments

The Contractor is authorized to deviate from the scheduled assignment when unusual conditions or circumstances so demand and if approved by the COTR. All deviations shall be recorded in the daily logbook.

L. Use of Force Policy

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

1. In no case shall physical force be used as punishment or discipline.
2. The Contractor shall adhere to INS's Policy Statement on the use of non-deadly force.
3. The responsible Custody Officer(s) shall report all instances of use of physical force to the COTR or INS supervisor on duty. Prior to leaving his shift, the Officer(s) shall prepare a written report and submit it to the Supervisory Custody Officer. The Project Manager shall review, approve, and provide the report to the COTR within 24 hours of the incident.

4. The physical force report shall include:

- An accounting of the events leading to the use of force.
- A precise description of the incident to include date, time, place, type of force necessary, and reasons for employing force.
- A description of the person (Custody Officers or detainees) who suffered what injuries, if any, and the treatment given.
- A list of all participants and witnesses to incident.

M. Use of Restraints Policy

The Contractor shall comply with INS written policy and procedures governing the use of restraint equipment. Restraints shall never be applied as punishment or for more time than is necessary. Restraints shall be used only as a precaution against escape during transfer, prevent detainee self-injury, injury to others, property damage, or for medical reasons under direction of the Health Authority. Restraints consist of handcuffs, waist restraints, and leg restraints. When directed by the COTR, the Custody Officer may use Government provided disposable nylon straps in lieu of handcuffs or leg restraints in emergencies, mass arrest situations or if a detainee's wrists or ankles are too large for conventional restraints. The INS prohibits all other restraint devices.

N. Intelligence Information

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

O. Lost and Found

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

P. Escapes

The Contractor shall take all appropriate measures to prevent escapes. The Contractor shall notify the INS Supervisor or COTR immediately if an escape or an attempted escape has occurred. The Contractor must provide the COTR a written report prior to the end of the shift.

CHAPTER 7- DETAINEE RIGHTS, RULES, DISCIPLINE AND PRIVILEGES

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

CHAPTER 8 – WORK DETAILS

The Contractor shall supply sufficient Custody Officers to monitor and control detainee work details assigned by the COTR. Unless approved by the COTR, these work details must be within the security perimeter. Detainee work details consist of ground maintenance, cleaning, and other duties as assigned by the COTR. The number of work details shall be based on the number of Custody Officers available. It will be the sole responsibility of INS to determine whether a detainee will be allowed to perform on voluntary work details and at what classification level. All detainees shall be searched when they are returned from work details.

CHAPTER 9 – HEALTH, SAFETY AND EMERGENCY STANDARDS

A. Disturbances and Safety

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

Pursuant to INS instructions, the Contractor shall counteract civil disturbances, attempts to commit espionage or sabotage, and other acts that adversely affect the normal site conditions, the security and safety of personnel, property, detainees, and the general public. The Contractor shall document disturbances and provide a report to the COTR.

B. Evacuation Plan

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

C. Injury, Illness, and Reports

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

The Contractor shall immediately tell the COTR or the Designated Service Officer about all incidents that result in physical harm to or threaten the safety, health, or welfare of any person at the site including job-related injuries. If a detainee

requires immediate medical attention, the Custody Officer shall notify the medical provider as well as the COTR or INS Shift Supervisor.

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

D. Protection of Employees

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

E. Medical Requests

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

F. Emergency Medical Evacuation

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

G. Detainee Death or Injury

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

CHAPTER 10– Equipment, and Supplies

A. Property Accountability

Contractor personnel shall not permit any Government property to be taken away or removed from the premises unless the property is accompanied by appropriate INS disposition forms.

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

All Government property furnished under this contract shall remain the property of the Government throughout the contract term. INS shall maintain a written inventory of all Government property issued to the Contractor for performance

hereunder. Upon expiration of this contract, the Contractor shall render a written accounting to the COTR of all such property. The Contractor shall assume all risk, and shall be responsible for any damage to or loss of Government furnished property used by Contractor employees. Normal wear and tear will be allowed.

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

B. Equipment, Supplies and Instructions Furnished By The Government

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

1. Buildings, structures, or space for the administration of the contract as deemed necessary by INS.
2. Copies of the standards cited in the PWS and one copy of all pertinent operational manuals prior to starting work under the contract. The Contractor shall be responsible to duplicate these standards for contractor employees.
3. Post orders at each postposition and instructions for emergency procedures. Instructions shall not be removed from the designated post or from the Government site, nor shall they be reproduced or copied in any manner unless the COTR authorizes it in writing.
4. Administrative forms and logbooks, Equal Employment Opportunity, Occupational Safety and Health Administration, Service Contract Act and Drug Free Posters as required in this contract.

C. Equipment and Supplies Furnished by The Contractor

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

1. Office telephones and services, copying machines, fax machines, computer equipment, and typewriters that are necessary for performing the contract. Contractor is responsible for installation of conduit and data lines, if necessary.
2. One mini-mag, or comparable size operational flashlight with batteries and one belt holder for each officer.
3. Inclement weather apparel appropriate to local conditions.

4. Fully operational communication equipment compatible with INS communication equipment for each Custody Officer on duty including relief officers.
5. Fully operational personnel protection equipment that meets universal protection requirements to include but not limited to: gloves, face masks, ear and eye protection.

CHAPTER 11 - SANITATION AND HYGIENIC LIVING CONDITIONS

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

END OF SECTION C

SECTION E
INSPECTION AND ACCEPTANCE

SECTION E - INSPECTION AND ACCEPTANCE**E-1 52.246-4 INSPECTION OF SERVICES-FIXED PRICE (AUG 1996)**

- (a) *Definition:* "Services", as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) If any of the services do not conform to contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the Government may:
 - (1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
 - (2) Reduce the contract price to reflect the reduced value of the services performed.
- (f) If the Contractor fails to promptly perform the services, again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may:
 - (1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or
 - (2) Terminate the contract for default.

E-2 Daily Inspections

During each shift, the Contractor shall make daily inspections of all security posts. The INS will provide a daily logbook at each duty post to record inspection findings and discrepancies. It shall remain on-site and be available for the INS to review.

E-3 Inspection by the Government

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

The Government shall have the right to inspect all services and work that is performed by the Contractor. The Government has the right to review, collect, or seizure documents, materials, logs, books, reports, and equipment. The Government has the right to test equipment and tools used by the Contractor, or its employees. The Government shall not unduly disrupt or delay Contractor work when inspecting.

E-4 Methodology To Be Used To Monitor The Contractor's Performance

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

E-5 Customer Complaint Form

The tasks to be evaluated are found in the Performance Requirements Summary (PRS) (**Section J – Attachment 4**) and include the surveillance methods and value of each service required by the PWS.

The Customer Complaint (**Section J – Attachment 5**) is used by the Government to document and evaluate the Contractor's performance under the contract.

All Customer Complaints will be reviewed by the COTR. The COTR shall observe the unsatisfactory performance and determine the validity of the complaint. The COTR will notify the Project Manager of the customer complaint, annotate the time of the notification on the Customer Complaint Form and inform the Project Manager what action shall be taken. The COTR will retain the Customer Complaint Form(s) for contract purposes.

E-6. Analysis Results

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

END OF SECTION E

SECTION F
DELIVERIES OR PERFORMANCE

SECTION F - DELIVERIES OR PERFORMANCE**F-1 52.242-15 STOP-WORK ORDER (AUG 1989)****F-2 Period of Performance**

The Period of Performance for the Base Year shall commence upon the start date specified in the Notice to Proceed and continues for a period of 12 months.

F-3 Pre-award Conference

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

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

F-4 NOTICE TO THE GOVERNMENT OF DELAYS

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

F-5 DELIVERABLES OF WRITTEN DOCUMENTATION

CLIN	DESCRIPTION	SECTION-C SUB-SECTION	DELIVERY/DAYS AFTER AWARD	NO. OF COPIES
A001	Registrations, commissions, permits, or licenses for each uniformed employee	Chapter 2 Section K Page C-19	Prior to Entry On Duty (EOD)	1
A002	Quality Control Plan	Chapter 1 Section A Page C-9	Submit with proposal	1
A003	Documents and certifications of each employee's compliance with terms and conditions of employment.	Chapter 2	Prior to EOD	1
A004	Notification of change in employee's health status	Chapter 2 Section C-9 Page C-15	Immediately	1
A005	Custody Officer Assignment Roster	Chapter 3 Section A Page C-19	Daily	1
A006	Report of employees actually on duty with post assignments.	Chapter 3 Section A Page C-20	Daily, upon completion of third shift	1
A007	Copy of Standards of conduct and corresponding disciplinary actions	Chapter 2 Section A Page C-12	EOD	1
A008	Report of employee(s) in violation or attempt to violate standards of conduct	Chapter 2 Section A-6 Page C-12	Immediately	1

A009	Copy of each employee's certification of reading standards of conduct.	Chapter 1 Section C Page C-11	Prior to EOD	1
A010	Employee termination, transfer, suspension, personnel action relating to disqualifying information or incidents of delinquency.	Chapter 2 Section E Pages C-15 - 17	Immediately	1
A011	Written report for escapes	Chapter 6 Section P Page C-29	Prior to end of shift	1
A012	Written policy & procedures for reporting security, safety, health, welfare or injury incidents	Chapter 9 Section C Page C-30	Within 24 hours of occurrence	1
A013	Physical force incident report	Chapter 6 Section L Page C-27	Prior to end of shift	1
A014	Report of any investigation on contract employee.	Chapter 4 Section A Page C-21	Immediately	1
A015	Certification that each contract employee has been issued approved uniforms and equipment.	Chapter 2 Section J Page C-18	Prior to EOD	1

F-6 MONETARY ADJUSTMENTS FOR INADEQUATE PERFORMANCE

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

F-7 Report Cards on Contractor Performance

Contractor performance information is relevant for award of future Government contracts. Performance information includes such things as a Contractor's ability to conform to contract requirements and specifications, adherence to contract schedules, commitment to customer satisfaction.

For active contracts valued in excess of \$1 Million, Federal agencies are required to evaluate Contractor performance (issue report cards). The Government completes and forwards report cards to the Contractor for review within 30 calendar days after the end of the contract year. The Contractor has 30 days to make comments, rebut the statements, or add information that will be made part of the official record. Report cards will be available to contracting personnel of other Federal agencies to make responsibility determinations on future contract actions.

END OF SECTION F

SECTION G
CONTRACT ADMINISTRATION DATA

SECTION G - CONTRACT ADMINISTRATION DATA**G-1 CONTRACT ADMINISTRATION****1. Contracting Officer (CO):**

Lewis B. Allen, Contracting Officer
Immigration and Naturalization Service
Administrative Center, ACLCAP
P.O. Box 30080 – Room 5020
Laguna Niguel, CA 92607-0080
E-mail: [REDACTED] b6
Telephone: [REDACTED] b6

2. Administrative Contracting Officer (ACO):

Linda Grimm, Contract Specialist
Immigration and Naturalization Service
Administrative Center, ACLCAP
P.O. Box 30080 – Room 5020
Laguna Niguel, CA 92607-0080
E-mail: [REDACTED] b6
Telephone: [REDACTED] b6

Written communications shall make reference to the contract number and shall be mailed to the applicable address above. Instructions for hand-carried depository or next-day mail companies are found at L-13, page L-7.

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

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

JAR 2852.201-70 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) (JAN 1985)

- (a) Agent Ramon Maes, Detention Operation Supervisor, Florence Service Processing Center, 3250 Pinal Parkway Avenue, Florence, AZ 85323 (520) 868-5862 X 114 is hereby designated to act as Contracting Officer's Technical Representative (COTR). Detention Operation Supervisors, Michael Fernandez and Guillermo E. Guerra are designated as alternate COTRs.
- (b) The COTR is responsible for: receiving all deliverables; inspecting and accepting the supplies or services provided hereunder in accordance with the terms and conditions of this contract; providing direction to the Contractor which clarifies the contract effort, filling in details or otherwise serves to accomplish the contractual Performance Work Statement; evaluating performance; and certifying all invoices/vouchers for acceptance of the supplies or services furnished for payment prior to forwarding the original invoice to the payment office and a conformed copy to the Contracting Officer.
- (c) The COTR does not have the authority to alter the Contractors' obligations under the contract, direct changes that fall within the purview of the General Provisions clause entitled "Changes," and/or modify any of the expressed terms, conditions, specification, or cost of the agreement. If as a result of technical discussions it is desirable to alter/change contractual obligations or the Performance Work Statement, the Contracting Officer shall issue such changes in writing with a signature.

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

The original invoices shall be numbered and dated and submitted to the COTR for certification and the COTR will forward them to the Dallas Finance Center (DFC) for payment. All invoices/vouchers and supporting statements/certificates shall show the correct contract number, task order number, obligation number and shall be submitted by the Contractor to the following:

Original Invoice

U.S. Department of Justice
Immigration and Naturalization Service
Attn: Ramon Maes, COTR
3250 Pinal Parkway Avenue
Florence, AZ 85323
PH: b2Low

Duplicate Invoice (Please mark as "Duplicate")

Contract Administrator

END OF SECTION G

SECTION H
SPECIAL CONTRACT REQUIREMENTS

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H-1 CONTRACT TYPE

This is a firm-fixed price requirements contract.

H-2 EMPLOYMENT OF UNAUTHORIZED ALIENS

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

H-3 MODIFICATION AUTHORITY

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

H-4 INCORPORATION OF SECTION K BY REFERENCE

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

H-5 PRICING OF MODIFICATIONS

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

H-6 ORDERING ACTIVITY

Supplies or services to be furnished under this contract shall be ordered by issuance of task orders issued by the Contracting Officer, U.S. Immigration and Naturalization Service, Administrative Center, Laguna Niguel, P.O. Box 30080, Laguna Niguel, CA 92607-0080.

H-7 INDEMNIFICATION

A. Responsibility for Government Property

1. The Contractor assumes full responsibility for and shall indemnify the Government against any and all losses or damage of whatsoever kind and nature to any and all Government property, including any equipment, supplies, accessories, or parts furnished, while in his custody and care for storage, repairs, or service to be performed under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of the Contractor, any subcontractor, or any employee, agent or representative of the Contractor or subcontractor.
2. If due to the fault, negligent acts (whether of commission or omission) and/or dishonesty of the Contractor or its employees, any Government-owned or controlled property is lost or damaged as a result of the Contractor's performance of this contract, the Contractor shall be responsible to the Government for such loss or damage, and the Government, at its option, may in lieu of payment thereof, require the Contractor to replace at his own expense, all property lost or damaged.

B. Hold Harmless and Indemnification Agreement

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

C. Government's Right of Recovery

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

D. Government Liability

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

H-8 INSURANCE

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

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

1. **Workers' Compensation and Employee's Liability Insurance:** Contractors are required to comply with applicable Federal and State Workers' Compensation and Occupational Disease statutes. If Occupational Diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 per occurrence shall be required, except in states with exclusive or monopolistic funds that do not permit Workers' Compensation be written by private carriers.
2. **General Liability Insurance:** Contractor's are required to have bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

H-9 PERMITS AND LICENSES

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

H-10 SECURITY REQUIREMENTS

A. Suitability Requirements

In accordance with (Executive Order 10450, DOJ Order 2610.2) each Contractor employee shall be subject to a Suitability Check completed by the Office of Personnel Management for security purposes before they are eligible to work under this contract. This shall also include all officers of the firm who visit the work sites. Employees on whom Suitability Checks have not been completed may not be permitted to work. When rehired, former employees may also have their suitability again ascertained. It is the option of INS to repeat Suitability Check on any contract employee should the need be indicated. The Suitability Check shall consist of limited personal background inquiries pertaining to verification of names, physical description, marital status, present and former residences, education received, employment history, arrest records if any, memberships in social organizations, identification of relatives, personal references, fingerprint classifications, and other information related to the preceding areas for each employee. In addition to the Suitability Checks, employees shall be subject to police record checks to be made at the time of employment. Except as prohibited by law all results shall be transmitted to the Contracting Officer's Technical Representative (COTR) immediately. Suitability forms will be supplied by the COTR to the Contractor and will be completed by each contract employee. The following forms, after being completed, shall be furnished to the COTR no less than 60 days before the starting date of the Contract or, for replacement employees, before entering on duty.

1. Statement of Personal History. SF-85P, "Questionnaire for Public Trust Positions" (original only)
2. SF-85P-S, "Supplemental Questionnaire for Selected Positions." (original only)
Note: This form is used for Custody Officers only.
3. Form FD-258, "Fingerprint Card" (two charts).
4. Foreign National Relatives Form for Associate Statement (original only).
5. DOJ-555 "Disclosure and Authorization Pertaining to Consumer Reporting Act"
6. G-736 "Pre-employment Suitability Check" (2 years employment verification)

The Contractor is responsible for the completeness and accuracy of all information provided by applicants to meet suitability requirements. The contractor (using Form G-736) shall provide documentation that previous

employers of all new contract employees have been interviewed to ascertain the following information:

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

The contractor shall conduct and provide the results of the pre-screening employment activity.

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

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

The INS shall have and exercise full and complete control over granting, denying, withholding or terminating employment suitability clearances for employees who for any reason may visit the worksite during the period of the contract and for all employees who have access to the detention facility in performance of the contract work. The INS may as it deems appropriate, authorize and grant temporary access to employees of the contractor who for any reason may visit the worksite during the period of this contract work. The granting of a favorable entry on duty (EOD) decision to commence work shall not be considered as assurance that a full employment suitability authorization shall follow as a result thereof, and the granting of either a favorable EOD decision or full employment suitability clearance shall in no way prevent, preclude or bar the withdrawal or termination of any such access by INS, any time during the term of the contract. No employee of the contractor shall be allowed access to the facility without a favorable EOD decision by the INS Contract Security Office.

All employees (to include temporary part-time, replacement employees) under this contract shall have a position sensitivity designation analysis performed by INS. If an applicant/employee position requires that he/she shall have direct

contact with detainees without an escort, the position sensitivity designation shall be at Level 6 High Risk. Positions that have no direct contact with detainees shall be designated at the Level 1 Low Risk designation. The results of the position sensitivity designation shall identify the appropriate type of background investigation to be conducted. Level 6 High Risk position designations shall require a Limited Background Investigation (LBI) and Level 1 Low Risk shall require a National Agency Check and Inquiries Investigation (NACI). All background investigations shall be processed through the INS Contract Security Office. All initial prospective contractor applicants/employees shall submit the following completed forms to the INS contract Security Office via the COTR no less than 60 days before start date of contract. Any new additional employees; whether a replacement, an addition, a subcontractor employees, vendor, or volunteer, must submit the completed form 60 days prior to entry on duty.

The Contractor shall appoint the Project Manager to act as the Contractor Security Officer. This individual shall interface with the Contracting Officer through the COTR on all security matters, to include physical, personnel, and protection of all information and data accessed by the contractor.

INS reserves the right and prerogative to require the contractor to remove any contract employee from the INS contract who may be an offender, or whose personal habits, criminal history or inclinations are in conflict with DOJ Standards of Ethical Conduct, 5 CFR 2635 and 5 CFR 3801, or who otherwise may be a security risk. The contractor shall notify the COTR of all employee resignations, terminations, or transfers immediately.

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

The COTR and the Security Office shall have the right to inspect the procedures, methods, and facilities utilized by the Contractor in complying with the security requirements of this contract. The Contractor shall be informed in writing by the CO of the proper action to be taken in order to effect compliance with such requirements.

The Contractor shall agree that each employee working on this contract shall have a Social Security Card issued and approved by the Social Security Administration. The Contractor shall be responsible to the Government for acts and omission of his own employees.

INS shall consider only U.S. Citizens, Naturalized Citizens, and Lawful Permanent Residents for employment on this contract.

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

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

For those employees cleared through this process while employed by one Contractor who is subsequently replaced by another Contractor, the new Contractor is not required to submit another set of these forms on employees retained, unless specifically requested to do so by the COTR.

The Contractor (Forms to be supplied by INS) shall provide Pre-Employment Checks (Form G-736) for all supervisors for the last 2 years from block 11 of the SF85P. The Contractor will first make contact via telephone for each individual being vouchered. The Contractor shall include all information on the form and shall sign the form with the date and time, and the statement "Taken Telephonically by _____". The duty title of that individual shall be included with his/her name and be signed at the bottom of block 14 on Form G-736. If contact cannot be made via the telephone, the Form G-736 may be mailed with a return envelope and a request that the person being queried contact the Contractor by telephone to expedite completion of the form by telephone, if possible.

When all forms have been submitted to the COTR (SF-85P, SF-85P-s, FD-258, DOJ 555, and the Foreign National Relative Form), the entire package shall be submitted to the INS Personnel Suitability Office for review. Upon receiving completed packages on prospective applicants, credit checks will be initiated on each. If both the credit and fingerprint checks are clear, Personnel Suitability will notify the COTR that the person is eligible to enter on duty and forward the security clearance package to the Office of Personnel Management (OPM) for investigation. The granting of a clearance to any such employee, however, shall not be considered an assurance that full clearance will follow. The granting of a full clearance shall in no way prevent, preclude or bar the withdrawal or termination of any such clearance by INS, at any time during the term of the contract. The Contractor shall provide to the COTR, prior to beginning performance, an initial list of all principals, staff members and employees having access to INS work areas. The Contractor shall provide the following information to the COTR by the 10th day of each month:

- a. A current list of all principals, staff members, and employees having access to any facility covered under the contract.

- b. A list showing the names of all new applicants being considered for employment.
- c. A list of employees who terminated during the preceding month.

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

The Government reserves the right and prerogative to require the Contractor to terminate the services and/or restrict access to the facility of any Contractor employee who is engaged in criminal, infamous, dishonest, immoral, or notoriously disgraceful conduct, or other conduct prejudicial to the Government. (5 CFR 735.203), or who may otherwise be a security risk. The Contractor is specifically prohibited from hiring active duty military personnel and civilians employed by the Government to perform work under this contract.

"DOJ regulations at 8 C.F.R. part 274a, places the burden on employers to collect I-9 forms. The regulation state, in pertinent part, that: ...In the case of an independent contractor or contract labor or services, the term employer shall mean the independent contractor and not the person or entity using the contract labor."

B. Disqualifying Information based on Suitability Check

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

1. Conviction of a felony, a crime of violence, or a serious misdemeanor within the last five (5) years.
2. Possessing a record of arrests for continuing offenses.
3. Falsification of information entered on suitability forms.
4. Non-payment of Court ordered Payments (child support, liens, etc) or excessive delinquent debt as determined by credit check.
5. Misconduct or negligence in prior employment which would have a bearing on efficient service in the position in question, or would interfere with or prevent effective accomplishment by the employing agency of its duties and responsibilities.
6. Alcohol abuse of a nature and duration, which suggests that the applicant or appointee would be prevented from performing the duties of the position in question, or would constitute a direct threat to the property or safety of others.

7. Illegal use of narcotics, drugs, or other controlled substances, without evidence of substantial rehabilitation.

H – 11 Language Requirements

The contractor is responsible for ensuring that at least 15% of their employees on each shift can effectively communicate in the predominant non-English language of detainees, which is Spanish at the Florence Service Processing Center. INS detainees will not be used as interpreters except in an emergency.

END OF SECTION H

SECTION I
CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES**I-1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

(End of Clause)

I-2 52.202-1 DEFINITIONS (OCT 1995)**I-3 52.203-3 GRATUITIES (APR 1984)****I-4 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)****I-5 52.203-6 RESTRICTIONS ON SUBCONTRACT SALES TO THE GOVERNMENT (JUL 1995)****I-6 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)****I-7 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)****I-8 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)****I-9 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)****I-10 52.204-1 APPROVAL OF CONTRACT (DEC 1989)**

This contract is subject to the written approval of INS Headquarters Procurement Policy Office and shall not be binding until so approved.

I-11 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)**I-12 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)****I-13 52.215-2 AUDIT AND RECORDS--NEGOTIATION (JUNE 1999)**

**I-14 52.215-8 ORDER OF PRECEDENCE-UNIFORM CONTRACT
FORMAT (OCT 1997)**

**I-15 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR
INFORMATION OTHER THAN COST OR PRICING
DATA—MODIFICATIONS. (OCT 1997) ALTERNATE IV (OCT.
1997)**

- (a) Submission of Cost or Pricing data is not required.
- (b) Provided information described below.

Detained cost breakdown of direct wages, fringes, and other associated costs proposed for both regular contract employees and supervisory contract employee's line-item rate proposed. This information may be requested to determine fair and reasonableness of rate adjustments allowable under the Service Contract Act/Collective Bargaining Agreement if option periods are exercised.

(End of Clause)

I-16 52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued throughout the life of the contract from the Notice to Proceed date to include options listed in the Schedule B, if exercised.
- (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-17 52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than two (2) guards per day, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor:

- (1) Any order in excess of the base quantities, listed in Schedule B, by more than fifteen (15) percent.
- (2) Any order or a combination of orders in excess of fifteen (15) percent over the schedule amounts.
- (3) A series of orders from the same ordering office within one (1) week that together call for quantities exceeding the limitations in subparagraph (1) or (2) above.
 - (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) above.
 - (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within [2] days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.
(End of Clause)

I-18 52.216-21 REQUIREMENTS. (OCT 1995) ALTERNATE I (APR 1984)

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

I-19 52.217-8 OPTION TO EXTEND SERVICES. (NOV 1999)

I-20 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2000)

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

- (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 sixty (60) months.

(End of Clause)

- I-21 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)**
- I-22 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 1999)**
- I-23 52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (OCT 1999)**

(b) Evaluation adjustment. (1) The Contracting Officer will evaluate offers by adding a factor of 10% to the price of all offers, except (I) Offers from small disadvantaged business concerns that have not waived the adjustment: (ii) An otherwise successful offer of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see section 25.402 of the Federal Acquisition Regulation ((FAR))' (iii) An otherwise successful offer where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with the a foreign government;...

(c) Waiver of evaluation adjustment. A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment. _____ Offeror elects to waive the adjustment.

- I-24 52.222-3 CONVICT LABOR (AUG 1996)**
- I-25 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)**
- I-26 52.222-26 EQUAL OPPORTUNITY (FEB 1999)**
- I-27 52.222-35 AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998)**
- I-28 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)**
- I-29 52.222-37 EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1999)**

- I-30 52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED
(MAY 1989)
- I-31 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES
(MAY 1989)

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

THIS STATEMENT IS FOR INFORMATION ONLY - IT IS NOT A WAGE DETERMINATION

Employee Class:	Monetary Wage	Fringe Benefits:
Detention officer GS 5133 6/2	\$15.14	\$5.68
Supervisory Detention Officer GS 5133 6/3	\$15.57	\$5.84

- I-32 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE
CONTRACT ACT-- PRICE ADJUSTMENT (MULTIPLE
YEAR AND OPTION CONTRACTS) (MAY 1989)
- I-33 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW
INFORMATION (APR 1998)
- I-34 52.223-6 DRUG-FREE WORKPLACE (JAN 1997)
- I-35 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)
- I-36 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
(JUL 2000)
- I-37 52.225-16 SANCTIONED EUROPEAN UNION COUNTY SERVICES (FEB
2000)
- I-38 52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)
- I-39 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND
COPYRIGHT INFRINGEMENT (AUG 1996)
- I-40 52.228-5 INSURANCE-WORK ON A GOVERNMENT INSTALLATION (JAN
1997)
- I-41 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)

- I-42 52.229-5 TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (APR 1984)
- I-43 52.232-1 PAYMENTS (APR 1984)
- I-44 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (MAY 1997)
- I-45 52.232-11 EXTRAS (APR 1984)
- I-46 52.232-17 INTEREST (JUN 1996)
- I-47 52.232-18 AVAILABILITY OF FUNDS (APR 1984)
- I-48 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR. (APR 1984)
- I-49 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)
- I-50 52.232-25 PROMPT PAYMENT (JUN 1997)
- I-51 52.232-34 PAYMENT BY ELECTRONIC TRANSFER-OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(b) The Contractor shall provide this information directly to the office designated in this contract to receive that information by no later than fifteen (15) days prior to submission of the first request for payment.

- I-52 52.233-1 DISPUTES (DEC 1998)
- I-53 52.233-3 PROTEST AFTER AWARD (AUG 1996)
- I-54 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
- I-55 52.237-3 CONTINUITY OF SERVICES (JAN 1991)
- I-56 52.242-13 BANKRUPTCY (JUL 1995)
- I-57 52.243-1 CHANGES - FIXED-PRICE -- (AUG 1987), ALTERNATE I (APR 1984)
- I-58 52.245-4 GOVERNMENT-FURNISHED PROPERTY (SHORT FORM) (APR 1984)
- I-59 52.246-25 LIMITATION OF LIABILITY - SERVICES (FEB 1997)

- I-60 52.248-1 VALUE ENGINEERING (FEB 2000)**
- I-61 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996)**
- I-62 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)**
- I-63 52.253-1 COMPUTER GENERATED FORMED (JAN 1991)**
- I-64 JAR 2852.223-70 UNSAFE CONDITIONS DUE TO THE PRESENCE OF HAZARDOUS MATERIAL (JUNE 1996)**

- (a) "Unsafe condition" as used in this clause means the actual or potential exposure of Contractor or Government employees to a hazardous material as defined in Federal Standard No. 313, and any revisions thereto during the term of this contract, or any other material or working condition designated by the Contracting Officer's Technical Representative (COTR) as potentially hazardous and requiring safety controls.
- (b) The Occupational Safety and Health Administration (OSHA) is responsible for issuing and administering regulations that require Contractor to appraise its employees of all hazards to which they may be exposed in the course of their employment; proper conditions and precautions for safe use and exposure; and related symptoms and emergency treatment in the event of exposure.
- (c) Prior to commencement of work, Contractor are required to inspect for and report to the contracting officer or designee the presence of, or suspected presence of, any unsafe condition including asbestos or other hazardous materials or working conditions in areas in which they will be working.
- (d) If during the performance of the work under this contract, the Contractor or any of its employees, or subcontractor employees, discovers the existence of an unsafe condition, the Contractor shall immediately notify the contracting officer, or designee, (with written notice provided not later than three (3) working days thereafter) of the existence of an unsafe condition. Such notice shall include the Contractor's recommendations for the protection and the safety of Government, Contractor and subcontractor personnel and property that may be exposed to the unsafe condition.
- (e) When the Government receives notice of an unsafe condition from the Contractor, the parties will agree on a course of action to mitigate the effects of that condition and, if necessary, the contract will be amended. Failure to agree on a course of action will constitute a dispute under the Disputes clause of this contract.

- (f) Notice contained in this clause shall relieve the Contractor or subcontractors from complying with applicable Federal, State, and Local laws, codes, ordinances and regulations (including the obtaining of licenses and permits) in connection with hazardous material including but not limited to the use, disturbance, or disposal of such material.

(End of Clause)

END OF SECTION I

SECTION J
LIST OF ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

- J-1 Attachment No. 1 – Postpositions Man-Hour Chart, 2 pages.
- J-2 Attachment No. 2 - Department of Labor Wage Determination No. 94-0194, Revision No: 04, dated 05/24/00, 1 page.
- J-3 Attachment No. 3 - Agreement between International Union, United Plant Guard Workers of America (UPGWA) and its local #823 and United International Investigative Services 3/22/1999 - 12/24/2004, 26 pages and Memorandum of Agreement between Security, Police, and Fire Professionals of America (SPFPA), Local 823, and United International Investigative Services, dated 11/2/2000, 3 pages.
- J-4 Attachment No. 4 – Performance Requirements Summary, 3 pages.
- J-5 Attachment No. 5 - Customer Complaint Form, 1 page.
- J-6 Attachment No. 6 – Entrance on Duty Dates as of 12/29/00, 3 pages.
- J-7 Attachment No. 7 - Federal Financial EDI Payment Enrollment Form, 2 pages.
- J-8 Attachment No. 8 – Report of Medical Examination, SF-88, 2 pages.
- J-9 Attachment No. 9 -Standards for Adult Local Detention Facilities, Third Edition, American Correctional Association (ACA), 142 Pages.

END OF SECTION J