

1. CONTRACT NUMBER ODT-9-C-0001	2. EFFECTIVE DATE 10/1/08	3. SOLICITATION NUMBER ODT-8-R-0001	4. REQUISITION/PROJECT NUMBER Arizona
5. ISSUED BY CODE United States Department of Justice Office of the Federal Detention Trustee 4601 North Fairfax Drive, Suite 910 Arlington, VA 22203		6. ADMINISTERED BY (If other than Item 5) CODE Same as Block 5	
7. NAME AND ADDRESS OF CONTRACTOR CODE Corrections Corporation of America 10 Burton Hills Boulevard Nashville, TN 37215		8. PAYMENT WILL BE MADE BY United States Marshall Service District of Arizona	

9A. DUNS NUMBER 159734151	9B. TAXPAYER'S IDENTIFICATION NO. 621763875	10. SUBMIT INVOICES (4 copies unless otherwise specified) TO <input type="checkbox"/> ITEM 5 <input type="checkbox"/> ITEM 6 <input checked="" type="checkbox"/> ITEM 8 <input type="checkbox"/> OTHER (Specify)
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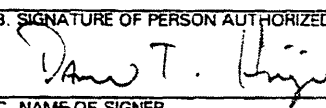
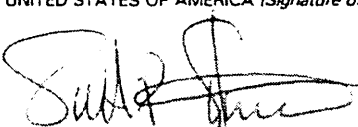
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12. BRIEF DESCRIPTION
Contract performance requires the management and operation of a Contractor owned and operated detention facility for federal prisoners, has outlined in Section C of this document.

13. TOTAL AMOUNT OF CONTRACT	\$124,221,549.00
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14. CONTRACTOR'S AGREEMENT. Contractor agrees to furnish and deliver the items or perform services to the extent stated in this document for the consideration stated. The rights and obligations of the parties to this contract shall be subject to and governed by this document and any documents attached or incorporated by reference.

15. AWARD. The Government hereby accepts your offer on the solicitation identified in item 3 above as reflected in this award document. The rights and obligations of the parties to this contract shall be subject to and governed by this document and any documents attached or incorporated by reference.

<input checked="" type="checkbox"/> A. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN FOUR COPIES TO THE ISSUING OFFICE. (Check if applicable)	
B. SIGNATURE OF PERSON AUTHORIZED TO SIGN 	A. UNITED STATES OF AMERICA (Signature of Contracting Officer) 
C. NAME OF SIGNER Damon T. Hinger	B. NAME OF CONTRACTING OFFICER Scott P. Stermer
D. TITLE OF SIGNER President & C.O.O.	C. DATE 9/29/08
E. DATE 9-25-08	

**UNITED STATES MARSHALS SERVICE PERFORMANCE WORK STATEMENT (PWS)
 COMPREHENSIVE DETENTION SERVICES
 Revised September 23, 2008 DISTRICT OF ARIZONA**

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1 **C.1 Definitions/Acronyms**

2
3 ACA: American Correctional Association.

4
5 ALDF: Performance –Based Standards for Adult Detention Facilities

6
7 ADMINISTRATIVE SEGREGATION: A unit of housing for prisoners or detainees whose continued presence in
8 the general population poses a serious threat to life, property, self, staff, or other prisoners or detainees.

9
10 ALIEN: Any person who is not a citizen or national of the United States.

11
12 BOOKING: It is a procedure for the admission of an USMS Prisoner or Detainee, which includes searching,
13 fingerprinting, photographing, medical screening, and collecting personal history data. Booking also includes
14 the inventory and storage of the individual's accompanying personal property.

15
16 CLASSIFICATION: A process for determining the needs and requirements of prisoners or detainees for whom
17 detention has been ordered and for assigning them to housing units and programs according to their needs,
18 security risk level and existing resources of the facility.

19
20 CLINICALLY ORDERED SECLUSION: A therapeutic intervention initiated by medical or mental health staff to
21 use rooms designed to safely limit a patient's mobility in a crisis due to physical or mental illness (suicide
22 watch).

23
24 CLINIC SPACE: Sufficient and suitable space, supplies and equipment available for the facility's medical,
25 dental and mental health care services.

26
27 CONTRABAND: Any item possessed by prisoners or detainees or found within the confinement of the facility
28 which is declared illegal by law or which is expressly prohibited by facility policies and procedures.

29
30 CONTRACTING OFFICER (CO): The Government employee empowered to award, administer, modify and
31 terminate contracts. The only individual authorized to issue changes to this contract.

32
33 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR): An employee of the government
34 responsible for monitoring all technical aspects and assisting in administering the contract.

35
36 CONTRACTOR: The entity which provides the services, described in this statement of work.

37
38 CONTROL ROOM: A room that integrates all internal and external security communications networks within a
39 secure room. Activities conducted within the control room have a critical impact on the institution's orderly and
40 secure operation.

41
42 DESIGNATED MENTAL HEALTH CLINICIAN: A psychiatrist, psychologist or psychiatric social worker who is

1 responsible for clinic mental health issues when mental health services at the facility are under a different
2 authority than the medical services.

3
4 ENVIRONMENTAL ANALYSIS AND EVALUATION (EAE): This document initiates the analysis and evaluation
5 of environmental effects of proposed actions, and contemplates alternative proposals. This document is the
6 basis for deciding whether or not an Environmental Assessment is required.

7
8 ENVIRONMENTAL ASSESSMENT (EA): Specific document summarizing the results of thorough analysis of
9 environmental impacts caused by proposed actions. This document is the basis for deciding whether or not an
10 Environmental Impact Statement is required.

11
12 ENVIRONMENTAL IMPACT STATEMENT (EIS): Comprehensive document provides full and fair discussion
13 of significant environmental impacts caused by the proposed action(s). It also states the reasonable
14 alternatives, which would avoid or minimize the adverse impact(s) or enhance the quality of the human
15 environment.

16
17 EMERGENCY: Any significant disruption of normal facility procedure, policy or activity caused by riot, strike,
18 escape, fire, medical exigency, natural disaster or other serious incident.

19
20 EMERGENCY MEDICAL CARE: Care for an acute illness or unexpected serious healthcare need that cannot
21 be deferred until the next scheduled sick call.

22
23 FACILITY: The physical plant and grounds in which the Contractor's services are operated.

24
25 FACILITY ADMINISTRATOR: The official, regardless of local title (e.g., Jail Administrator, Facility Director,
26 Superintendent) who has the ultimate responsibility for managing and operating the contract detention facility.
27 The qualifications for the holder of this office shall be consistent with ACA standards and the Functional Areas
28 of the FPBDS.

29
30 FINDING OF NO SIGNIFICANT IMPACT (FONSI): Formal statement indicating that no significant effect upon
31 the quality of the human environment will occur as a result of the proposed action(s).

32
33 FPBDS: Federal Performance Based Detention Standards

34
35 GRIEVANCE: A written complaint filed by a prisoner or detainee with the facility administrator concerning
36 personal health/welfare or the operations and services of the facility.

37
38 HEALTH ADMINISTRATOR: The person who by virtue of education, experience, or certification (e.g. MSN,
39 MPH, MHA, FACHE, CCHP) is capable of assuming responsibility for arranging all levels of health care and
40 ensuring quality and accessible health services for prisoners or detainees.

41
42 HEALTH AUTHORITY (Clinical Director): The physician on-site to whom the responsibility for the facility's
43 health care services has been officially designated in writing to, including arrangements for all levels of health

1 care and the ensuring of quality and accessibility of all health services provided to prisoners or detainees.

2
3 HEALTH CARE: To provide for the physical and mental well being of a population. Health care includes
4 medical and dental services, mental health services, nursing, personal hygiene, dietary services, and
5 environmental conditions.

6
7 HEALTH-TRAINED PERSONNEL: Individuals trained in limited aspects of health care as determined by the
8 responsible physician, and may include correctional officers and other non-health personnel.

9
10 IMMEDIATE RELATIVES: Spouses, children (including stepchildren and adopted children) and their spouses,
11 parents (including stepparents), brothers and sisters (including stepbrothers and sisters and half-brothers and
12 sisters) and their spouses.

13
14 INFIRMARY: An area within the health unit accommodating patients for a period of 24 hours or more,
15 expressly set up and operated for the purpose of caring for patients who need skilled nursing care but are not
16 in need of hospitalization or placement in a licensed nursing facility, and whose care cannot be managed safely
17 in an outpatient setting. It is not the area itself, but the scope of care provided that makes the bed an infirmary
18 bed.

19
20 INFIRMARY CARE: Care provided to patients with an illness or diagnosis that requires daily monitoring,
21 medication and/or therapy, or assistance with activities of daily living at a level needing skilled nursing
22 intervention.

23
24 JPATS: Justice Prisoner and Alien Transportation System – Transporting/transferring Federal Prisoner and
25 Detainees

26
27 LIFE SAFETY CODE: A manual published by The National Fire Protection Association specifying minimum
28 standards for fire safety necessary in the public interest.

29
30 MEDICAL RECORDS: Records of medical screening assessments, examinations and diagnosis maintained in
31 accordance with guidance by the Health Authority. The following information from these records shall be
32 transferred to the prisoner or detainee record: date and time of all medical examinations; medical alert
33 information (medical allergies, special diets, mental status); critical information from the medical record in
34 support of current treatments/diagnoses; and, copies of standing or direct medical orders from the physician to
35 the facility staff.

36
37 OIMS: Office of Interagency Medical Services, Prisoner Services Division, U.S. Marshals Service.

38
39 ON CALL/REMOTE CUSTODY OFFICER POST: These posts shall be operated on demand by the COTR.
40 Duties shall include escorting and maintaining custody of prisoners or detainees for hearings, USMS/ICE
41 interviews, and any other location requested by the COTR.

42
43 PHYSICIAN: A person licensed to practice medicine in the United States, with whom the facility enters into a

1 contractual agreement to provide health care services to the prisoner or detainee population of the facility in
2 accordance with guidance from the Health Authority.

3
4 **PRISONER DAY:** For prisoner population in excess of the minimum guarantee the Contractor shall charge the
5 fixed incremental unit price (FIUP). The FIUP may be charged for the day of arrival but not for the day of
6 departure. The Contractor shall not bill the Government for any day(s) that a prisoner stays overnight outside
7 the Contractor's facility.

8
9 **PRISONER OR DETAINEE RECORDS:** Information concerning the individual's personal and criminal history,
10 medical summary alerts, behavior, and activities while in custody, including, but not limited to:

- 11 A. Prisoner/Detainee, Personal Property
- 12 B. Receipts, Visitor's List, Photographs,
- 13 C. Fingerprints, Disciplinary Infractions
- 14 D. Actions Taken, Grievance Reports, Medical Alerts (form USM 130)
- 15 E. Work Assignments, Program Participation,
- 16 F. Miscellaneous Correspondence, etc.
- 17 G. Medical Summary of Federal Prisoner/Alien in Transit (form USM 553)

18
19 **PRISONER:** Any person confined in the custody of the United States Marshal Service. **Detainee:** Any person
20 confined under the auspices and the authority of other Federal agencies.

21
22 **QUALIFIED HEALTH CARE PROFESSIONAL:** Includes physicians, physicians' assistants, nurses, nurse
23 practitioners, dentists, mental health professionals, and others who by virtue of their education, credentials and
24 experience are permitted by law to evaluate and care for patients.

25
26 **QUALIFIED MENTAL HEALTH PROFESSIONAL:** Includes psychiatrists, psychologists, psychiatric social
27 workers, psychiatric nurses, and others who by virtue of their education, credentials, and experience are
28 permitted by law to evaluate and care for the mental health needs of patients.

29
30 **RECEIVING SCREENING:** Is a process of structured inquiry and observation of all prisoners or detainees
31 being admitted, designed to obtain immediate treatment for prisoners or detainees who are in need of
32 emergency health care, identify and meet ongoing current health needs, and isolate those with communicable
33 diseases.

34
35 **RESTRAINT EQUIPMENT:** This includes but is not limited to: handcuffs, belly chains, leg irons, straight
36 jackets, flexi-cuffs, soft (leather) cuffs, and leg weights.

37
38 **SAFETY EQUIPMENT:** This includes but is not limited to fire fighting equipment, i.e., chemical extinguisher,
39 hoses, nozzles, water supplies, alarm systems, portable breathing devices, gas masks, fans, first aid kits, AED,
40 stretchers and emergency alarms.

41 **SALLYPORT:** An enclosure situated either in the perimeter wall or fence to the facility or within the interior of
42 the facility, containing gates or doors at both ends, only one of which opens at a time. This method of entry
43 and exit ensures there shall be no breach in the perimeter or interior security of the facility.

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SECURITY DEVICES: Locks, gates, doors, bars, fences, screens, hardened ceilings, floors, walls and barriers used to confine and control prisoners or detainees. In addition, electronic monitoring equipment, security alarm systems, security light units, auxiliary power supply, and other equipment used to maintain facility security.

SECURITY PERIMETER: The outer portions of a facility, which actually provide for secure confinement of prisoners or detainees.

SPECIAL HOUSING UNIT: The space set aside within the facility for administrative and disciplinary segregation.

STANDING MEDICAL ORDERS: Written orders, by a physician, to qualified health care personnel and health trained personnel that specify the same course of treatment for each patient suspected of or having a given condition, and that specify the use and amount of prescription drugs.

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

TRANSPORTATION AND OUTSIDE GUARD SERVICES COSTS: All materials, equipment and labor required to perform transportation and outside guard services.

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

C.2 Introduction

1
2 This Performance Work Statement (PWS) sets forth the contract performance requirements for the
3 management and operation of a Contractor-owned/Contractor-operated detention facility for federal prisoners
4 or detainees. The population will be individuals charged with federal offenses and detained while awaiting trial
5 or sentencing or hearings. The USMS and the Office of the Federal Detention Trustee (OFDT) will award a
6 contract that allows the components of the Federal government, including the USMS, Bureau of Prisons (BOP),
7 as well as the U.S. Immigration and Customs Enforcement (ICE) of the Department of Homeland Security
8 (DHS), to house prisoners or detainees at the facility.
9

10 **The contractor's facilities shall be provided to accommodate a minimum of 3200 USMS Federal**
11 **Prisoners and up to 600 ICE Detainees. The USMS prisoners and ICE detainees shall not comeingle**
12 **or be housed in the same housing area. The contractor shall accommodate female Federal**
13 **Prisoners and Detainees in the number of 320. The facilities shall also be located within appropriate**
14 **proximity and access to emergency services (medical, fire protection, law enforcement, etc.). In**
15 **addition, the institution shall include special housing units with a capacity of at least 10 percent of**
16 **the detainee's beds at the facility.**
17

18 **The ICE COTR shall have direct oversight of the contractor's work performance; ensure compliance**
19 **with the ICE National Detention Standards; invoice payment as it relates to the ICE detainee beds.**
20

21 The facility shall have six (6) sound proof video conferencing stations that permit prisoners and their
22 attorneys to communicate in a secure manner which preserve the confidentiality of the attorney-client
23 relationship and allow medical consultations.
24

25 Unless otherwise specified, all plans, policies and procedures, including those identified in the ACA Standards
26 and the *Federal Performance-Based Detention Standards (FPBDS)* located at, www.usdoj.gov/ofdt/standards,
27 shall be developed by the Contractor and submitted in writing to the CO for review and concurrence prior to
28 issuance of the contract. Once concurrence has been granted, these plans, policies and procedures shall not
29 be modified without the prior written acknowledgment of the CO. Whether required by this PWS, elsewhere in
30 this contract, or within the Contractor's proposal, the Contractor shall adhere to all plans requested and
31 incorporated in the resulting contract. The Contractor does not have a right of refusal and shall take all
32 referrals from the USMS. The Contractor shall furnish all personnel, management, equipment, supplies and
33 services necessary for performance of all aspects of the contract. Unless explicitly stated otherwise, the
34 Contractor is responsible for all the costs associated with and incurred as part of providing the services outlined
35 in this contract.
36

C.2.1 General

37
38
39 All services and programs shall comply with the PWS and all applicable federal, state and local laws and
40 regulations; applicable Presidential Executive Orders (E.O.), Congressional mandates, case law and Court
41 Orders. Should a conflict exist between any of the aforementioned standards, the most stringent shall apply.

1 When a conflict exists and a conclusion cannot be made as to which standard is more stringent, the CO shall
2 determine the appropriate standard.

3
4 The Government reserves its rights to conduct announced and unannounced inspections of any part of the
5 facility at any time and by any method to assess contract compliance.

6
7 Unless specified, the Contractor is required to perform in accordance with the most current editions of the
8 **Federal Performance-Based Detention Standards (www.usdoj.gov/ofdt/standards.htm)**, **American**
9 **Correctional Association (ACA), Performance-Based Detention Standards for Adult Local Detention**
10 **Facilities (ALDF)**, and **Standards Supplement, National Commission on Correctional Health Care**
11 **(NCCHC) Standards for Health Services in Jails (current edition)**.

12
13 The Contractor shall obtain ACA and NCCHC accreditation within 24 months of NTP and shall maintain
14 continual compliance with all ACA standards and supplements during the performance of the contract, unless
15 otherwise specified by the USMS. If the facility is already ACA accredited at the time of Contract Award, the
16 offeror shall maintain accreditation for the term of the contract. Once full accreditation has been obtained, the
17 Contractor shall maintain this accreditation throughout the life of the contract, inclusive of any option periods
18 exercised. Failure to perform in accordance with contract requirements and to obtain ACA accreditation within
19 24 months from the NTP may result in a reduction of the contract price.

20
21 Accomplishment of some ACA standards is augmented by the FPBDS /DOJ/USMS' policy and/or procedure. In
22 these instances, the PWS identifies and provides direction for the enhanced requirements. In cases where
23 other standards conflict with USMS' Policy or Standards, USMS' Policy and Standards shall prevail.

24
25 This PWS contains numerous references, which direct the Contractor to notify, contact or provide the CO with
26 information or data. Post-award, the CO may formally designate the COTR to assume some of those
27 responsibilities. The COTR does not have the authority to modify the stated terms of the contract nor to
28 approve any action which would result in additional charges to the Government. All such changes must be
29 made in writing by the CO.

30
31 All records related to contract performance shall be retained in a retrievable format for the duration of the
32 contract. Except as otherwise expressly provided in this PWS, the Contractor shall, upon completion or
33 termination of the resulting contract, transmit to the Government any records related to performance of the
34 contract.

35
36 The Contractor shall comply with all statutes, regulations and guidelines from the National Archives and
37 Records Administration. Records and information management functions are required and mandated by the
38 following regulations: 44 U.S.C., 21, 29, 31 and 33; 36 CFR 12; 41 CFR 201 subchapters A and B; OMB
39 Circular A-130; and DOJ Order 2710.8A, **Removal and Maintenance of Documents**. Criminal penalties for

40
41 unlawfully destroying, damaging or removing federal records are addressed in 18 USC 2071, 793, 794 and
42 7989.

1 The Contractor shall protect, defend, indemnify, save and hold harmless the United States Government, the
2 DOJ and its employees or agents, from and against any and all claims, demands, expenses, causes of action,
3 judgments and liability arising out of, or in connection with, any negligent acts or omissions of the Contractor,
4 its agents, sub-contractors, employees, assignees or any one for whom the Contractor may be responsible.
5 The Contractor shall also be liable for any and all costs, expenses and attorneys fees incurred as a result of
6 any such claim, demand, cause of action, judgment or liability, including those costs, expenses and attorneys
7 fees incurred by the United States Government, the DOJ and its employees or agents. The Contractor's
8 liability shall not be limited by any provision or limits of insurance set forth in the resulting contract.

9
10 In awarding the contract, the Government does not assume any liability to third parties, nor will the
11 Government reimburse the Contractor for its liabilities to third parties, with respect to loss due to death, bodily
12 injury, or damage to property resulting in any way from the performance of the contract or any subcontract
13 under this contract.

14
15 The Contractor shall be responsible for all litigation, including the cost of litigation, brought against it, its
16 employees or agents for alleged acts or omissions. The CO shall be notified in writing of all litigation pertaining
17 to this contract and provided copies of any pleadings filed or said litigation within five working days of the filing.

18 The Contractor shall cooperate with Government legal staff and/or the United States Attorney regarding any
19 requests pertaining to federal or Contractor litigation.

20
21 Policy and procedures shall be developed which ensure a positive relationship is maintained with all levels of
22 the federal judiciary. The Contractor's procedures shall ensure a tracking system is established which
23 mandates that all judicial inquiries and program recommendations are responded to in a timely and accurate
24 manner. All judicial inquiries and Contractor responses, specifically related to a prisoner or detainee, shall be
25 made part of the prisoner/detainee's file. The Contractor shall notify the COTR (with copy to the CO) when a
26 member of the United States Congress or the media requests information or requests to visit the facility. The
27 Contractor shall coordinate all public information related issues with the COTR. All press statements and
28 releases shall be cleared, in advance, with the COTR.

29
30 The contractor, their employees, agents, or sub-contractors shall not release any information regarding the
31 facility population, security level, personal identifiers, or medical issues to anyone outside the USMS without
32 express permission of the CO, COTR, or their designee. Any inquiries regarding any inmate or other matter
33 related to the contract shall immediately be referred to the USMS. The contractor shall immediately notify the
34 USMS of any incident where they believe information was released by their employee, agent, or sub-contractor
35 related to a USMS' matter.

36
37 The Contractor shall ensure employees agree to use appropriate disclaimers clearly stating the employees'
38 opinions do not necessarily reflect the position of the DOJ in any public presentations they make or articles
39 they write that relate to any aspect of contract performance or the facility operations.

40 41 **C.2.2 Quality Control**

1 The Contractor is responsible for a Quality Control Program (QCP), which ensures all requirements of this
2 PWS are achieved.

3
4 The Contractor is responsible for management and quality control actions necessary to meet the quality
5 standards set forth in the contract. The Contractor must provide a Quality Control Plan (QCP) as part of their
6 proposal. The CO will notify the Contractor of acceptance or required modifications to the plan before the
7 contract start date. The Contractor must make appropriate modifications and obtain acceptance of the plan by
8 the CO before the contract start date. The NTP will be contingent upon government approval of the QCP.
9 FPBDS Administration/Management Section – A.2.

10
11 The records of inspections must be kept and made available to the COTR and CO,
12 when requested, through the contract performance period and for the period after contract completion until
13 final settlement of any claims under this contract.

14 15 **C.2.3 Quality Assurance**

16
17 The Government quality assurance is comprised of the various functions, including inspection performed by the
18 Government to determine whether a Contractor has fulfilled its contract obligations pertaining to quality. The
19 Government's Quality Assurance (QA) Program is not a substitute for quality control by the Contractor.

20
21 Each phase of the services rendered under this contract is subject to Government inspection both during the
22 Contractor's operations and after completion of the tasks. When the Contractor is advised of any
23 unsatisfactory condition(s), the Contractor shall submit a written report to the COTR addressing
24 corrective/preventive actions taken. The COTR must check the Contractor's performance and document any
25 non-compliance, but only the CO may take formal action against the Contractor for unsatisfactory performance.
26 The COTR will be designated subsequent to contract award and a delegation of COTR duties and authority will
27 be furnished to the Contractor. The Government may reduce the Contractor's invoice or otherwise withhold
28 payment for any individual item of nonconforming service observed as specified in Section E-3 "Contractor's
29 Failure to Perform Required Services." The Government may apply various inspection and extrapolation
30 techniques to determine the quality of service and the total payment due.

31 32 **C.3 Administration and Management**

33 34 **C.3.1 Information System**

35
36 All prisoner or detainee files are to be prepared, maintained, retired, and disposed of in accordance with ACA
37 Standards and the FPBDS. Policy and procedures shall be developed to ensure the confidentiality and
38 security of all detainee files. FPBDS Administration/Management Section - A.3.

39 40 **C.3.2 Receiving and Discharge of Prisoners or Detainees**

1 The Contractor shall comply with the FPBDS on Admission and Release when entering prisoner or detainee
2 admission and release data. The contractor shall develop a policy to prevent the introduction of contraband
3 upon admission to or release from the facility or to other authorities. The policy shall be certified by the
4 Corporate Counsel to ensure it is consistent with state, local and federal laws prior to submission to the
5 Contract Officer for approval.

6
7 Prisoners or Detainees shall be fingerprinted, photographed and receive a shower, and criminal history check
8 in accordance with the FPBDS on Admissions Documentation. The intake process shall include, at a minimum,
9 a medical screening, to include TB testing which shall be documented on a USM-522c, and social screening
10 prior to prisoner or detainee release into the general population. A psychological screening shall be conducted
11 within 24 hours of arrival at the facility.

12
13 The Contractor shall provide a prisoner or detainee classification system that ensures prisoners/detainees are
14 classified appropriately using objective criteria and information provided on the USM-129 Prisoner Information
15 Form to identify special handling or separation issues, and kept physically separate from prisoners or detainees
16 in other categories. Prisoners or detainees will be classified upon arrival, before being admitted to the general
17 population. Any difference in a prisoner or detainee's classification from the prior USMS' classification,
18 including but not limited to, segregation and special housing, requires prior approval of the USMS. FPBDS
19 Administration/ Management Section – A.3.4a, A.4, A.5, A.6, & A.7, and Security & Control C.6

20
21 The Contractor shall prepare a USMS' 553 Medical Summary of Federal Prisoner/Alien In-Transit form to
22 accompany any inmates that are transferring out of the institution.

23 24 **C.3.3 Manage and Account for Prisoner or Detainee Assets**

25
26 The contractor shall comply with the policy and procedures as outlined in the Federal Bureau of Prisons
27 Program Statement P4500.04, Chapter 4526 for Spending Limitation of prisoner or detainee funds while
28 housed at the facility located at: www.bop.gov.

29
30 Procedures shall be establish for transferring prisoner or detainee funds and property upon release from the
31 facility or transfer to another facility, or when a prisoner or detainee requests a funds transfer to an outside
32 source. These procedures shall be provided to the USMS for review and written approval.

33
34 The Contractor shall ensure that all funds of prisoners or detainees, who are scheduled for removal to a BOP
35 facility, are transferred to the BOP's Clearinghouse at the following address:

36
37 Federal Bureau of Prisons
38 (Insert valid committed inmate name)
39 (Insert inmate 8 digit registry number)
40 P.O. Box 474701
41 Des Moines, Iowa 50947-0001

1 Transfer of prisoner or detainee funds shall occur within seven (7) working days upon transfer to another facility
2 or when a prisoner or detainee requests funds transfer to an outside source. If a prisoner or detainee is to be
3 released from USMS' custody, the contractor shall release all prisoner or detainee funds prior to prisoner or
4 detainee's release from the facility. FPBDS Administration/Management Section - A.5.
5

6 **C.4 Security/Control/Prisoner or Detainee Accountability**

7

8 **C.4.1 Facility Security**

9

10 Policy and procedures for the maintenance and security of keys and locking mechanisms shall be developed.
11 The procedures shall include, but are not limited to: method of inspection to expose compromised locks or
12 locking mechanisms; method of replacement for all damaged keys and/or locks; a preventive maintenance
13 schedule for servicing locks and locking mechanisms and method of logging all work performed on locks and
14 locking mechanisms; policy for restricting security keys from 24 hour issue or removal from the institution; and
15 method of issuing emergency keys.
16

17 Policy and procedures shall require that security risk items and those classified controlled tools and equipment
18 most likely to be used in an escape or as a weapon are not to be issued to prisoners or detainees under any
19 circumstances. A contraband control program shall be established in accordance with the ACA, ALDF and
20 FPBDS on the control of contraband. FPBDS Security and Control Section C.
21

22 **C.4.2 Incident Reporting**

23

24 The Contractor shall immediately report all criminal activity related to the performance of this contract to
25 the local law enforcement investigative agency. The Contractor shall immediately report all serious
26 incidents to the COTR. Serious incidents include, but are not limited to the following: activation of
27 disturbance control team(s); disturbances (including gang activities, group demonstrations, sexual
28 assault/abuse, food boycotts, work strikes, work place violence, civil disturbances/protests); staff uses of
29 force, assaults on staff/prisoners or detainees resulting in injuries that require medical attention (does not
30 include routine medical evaluation after the incident); fires; full or partial lock-down of the facility; escape;
31 any security breaches weapons discharge; suicide attempts; deaths; hunger strikes; adverse incidents that
32 attract unusual interest or significant publicity; adverse weather; fence damage; power outages; bomb
33 threats; significant environmental problems that impact the facility operations; transportation accidents if a
34 prisoner or detainee is in the vehicle resulting in injuries, death or property damage; and sexual assaults.
35 The Contractor shall provide a safe, secure, and humane environment for alleged victims of sexual
36 assaults and prisoners or detainees undergoing mental health treatment for sexual assault.
37

38 Federal Law has increased the penalties and expanded jurisdiction for **sexual relations/abuse offenses**
39 in correctional facilities. The contractor shall review Title 18, USC - 2241, 2242, 2243 and 2244, as sexual
40 conduct between corrections staff and inmates are considered a felony and punishable under United State
41 Codes.
42
43

1
2 The Government may investigate any incident pertaining to performance of this contract. The Contractor shall
3 cooperate with the Government on all such investigations.
4

5 **C.4.2a Prisoner Rape Elimination Act (PREA)**

6
7 The contractor is required to post the Prisoner Rape Elimination Act brochure/bulletin in each housing unit of
8 the facility. All prisoners or detainees have a right to be safe and free from sexual harassment and sexual
9 assaults.
10

11 **C.4.3 Detainee Disciplinary Policy**

12
13 The Contractor shall comply with the FPBDS on Disciplinary Policy. Facility authorities will take disciplinary
14 action against any prisoner or detainee that is not in compliance with the rules and procedures of the facility.
15 FPBD Security & Controls Section C.12.
16

17 **C.4.4 Prisoner or Detainee Accountability**

18
19 A minimum of five counts will be conducted every 24 hours with at least one being a physical count, and at
20 least one count per shift. All counts shall be documented in separate logs maintained in the applicable
21 locations where prisoners or detainees are housed, control center and shift supervisor's office and shall be
22 maintained for a minimum of 30 days. FPBDS Security & Controls Section C.7.
23

24 **C.4.4.a Prisoner or Detainee Separation**

25
26 The contractor shall ensure detainees committed to the custody of the Attorney General under a Detention
27 Order for confinement in a corrections facility separate, to the extent practicable, from prisoners awaiting or
28 serving sentences or being held in the care, custody and control of the U.S. Marshals Service for any variety of
29 reasons. The contractor shall review Title 18, Part II, Chapter 207, USC 3142.
30

31 **C.4.5 Transportation and Outside Guard Services**

32 33 I Objectives

34
35 The contractor shall be required to provide armed guards and transportation services as required by the United
36 States Marshals Service (USMS), to transport prisoners or detainees to and from hospitals, medical
37 visits/appointments, detention facilities, JPATS sites within the contract district.
38

39 The Contractor will notify the District's Supervising Deputy U.S. States Marshal SDUSM or the Duty Officer
40 immediately upon notification of prisoner or detainee admission to the hospital facility. The prisoner or
41 detainee will remain in contractor custody after admission and for the duration of the hospital stay or until
42 transferred to USMS custody at the discretion of USMS/COTR.
43

- 1 a. The Contractor shall furnish the necessary security personnel, equipment, direct real time
2
3 communication between transport vehicles and the contractor's Transportation
4 Coordinator/Supervisor assigned to the Duty Post at the Tucson USMS Cellblock during the
5 establish cellblock operating hours. The contractor shall have secured transportation vehicles to
6 provide for the protection and safekeeping of persons held under the authority of any United
7 States statute including the detention of persons who are non-resident or non-citizens of the
8 United States.
9
- 10 b. The contractor shall guard Federal prisoners or detainees confined to a medical facility for
11 treatment as required. The contractor shall advise the USMS of any HIGH RISK prisoner
12 transportation moves and/or any JUVENILE transportation moves prior to transport.
13
- 14 c. Transport/Escort Federal Prisoner to and from local medical facilities for evaluation and treatment
15 by physicians.
16
- 17 d. Transport/Escort Federal prisoners to and from physicians' offices or for treatment in hospitals.
18
- 19 e. Escorting Federal prisoners to other areas of the medical facility or hospital for treatment, test, etc.
20
- 21 f. Transporting/Escorting Federal prisoners between Federal and non Federal detention facilities
22 (hereinafter) referred to simply as detention facilities, the Federal Courthouse -USMS cellblock
23 and/or and other location in the District of Arizona as requested by the USMS.
24
- 25 g. Transporting/Escorting Federal prisoners between detention facilities.
26
- 27 h. Transporting/Escorting Federal prisoners between detention facilities and the Justice Prisoner Alien
28 Transportation System (JPATS) airlift site.
29
- 30 i. Provide guard services within Federal Courthouse, Federal buildings and the USMS cellblock.
31
- 32 1. Provide perimeter security at the contact facility.
33

34 **II General Requirements**
35

- 36 a. The contractor shall provide adequate secured custody of prisoners and requires physical control
37 of the prisoner at all times. The physical control of prisoner exercised by the contractor shall be
38 sufficient to prevent escape, especially when the prisoners are not contained within the confines
39 of a holding facility (cell) and/or restrained through the use restraining devices. The contractor is
40 responsible for maintaining constant guard, physical control and observation of the prisoner(s) at
41 all times.
42
- 43 b. The contractor shall accept all Federal prisoners offered for custody, confinement, transport,

1 escort or protection, for the USMS, as directed by the COTR or designee. The contractor shall
2 accept Federal prisoners at any time, day or night, and any day of the week.

- 3
- 4 c. The contractor's personnel shall be armed unless otherwise directed by the United States Marshal
5 or his designee. (b) (7)(E) guards will be required when transporting prisoners.
- 6
- 7 d. In the event of an escape or attempt escape, the United States Marshal, Duty Supervisor, or
8 COTR must be notified IMMEDIATELY.
- 9
- 10 e. Guards/Security personnel are not employees of the United States Government and shall not
11 represent themselves to be employees of the Federal Government.
- 12
- 13 f. USMS facilities that are offered for use to USMS employees are not authorized to be used by
14 Contractor personnel (i.e., fitness center, parking facilities, etc.).
- 15
- 16 g. The contractor shall provide conspicuous identification for all personnel utilized in the security,
17 guarding, transporting or escorting of Federal prisoners. While performing all duties, guards shall
18 wear the same uniforms as the contractor's Correctional Officers, unless otherwise directed by the
19 COTR.
- 20
- 21 h. Guards must be physically fit and medically able to perform efficiently and safely the full range of
22 guard duties. Their general physical condition must in no way involve any defect which might
23 become a hazard to them selves or others.
- 24
- 25 i. The contractor shall be responsible for orientation of employees to be utilized in providing the
26 service herein described. The orientation must be sufficient to ensure all employees understand
27 and are capable of performing the duties outline in the terms and conditions of this contract.
- 28
- 29 j. Any information provided to the Contractor regarding prisoners being guarded, transported, or
30 escorted shall be treated as confidential and shall not be divulged to anyone except the COTR
31 and/or his designee, except as otherwise provided for by State or Federal Law.
- 32
- 33 k. The contractor shall provide a point of contact twenty-four hours a day, seven days a week. The
34 COTR shall be provided with a telephone number for use in contacting the Contractor's
35 operational desk at any time of the day or night.
- 36
- 37 m. The contractor shall provide a duty roster for all employees assigned to a specific detail.
38 The roster shall be used for reporting the signature for each employee reporting for duty. The duty
39 roster shall be submitted to the COTR by the contractor upon request and shall be maintained for
40 a minimum period of one year. If required to perform hospital guard details, supervisory personnel
41 shall perform an unannounced personal contact visit with the assigned hospital guards (s) at least
42 once per shift and the inspection shall be recorded & maintained in the Hospital Guard Activity
43 Log. Any and all activities that occur during that employee's shift relative to a specific prisoner are

1 to be recorded in the Hospital Guard Activity Log. The Hospital Guard Log shall be created and
2 maintain by the contractor. The USMS/COTR shall approve the use and format of contractor's
3

4
5 Hospital Guard Activity Log. Supervisory personnel shall make on-the-spot corrections for minor
6 deficiencies and report major discrepancies to both the Contractor and the COTR.
7

- 8 i. The contractor shall conduct background screening as required in Section C.5.3.1 of the
9 Performance Work Statement. (PWS). In addition to the requirements in Section C.5.3.1, all
10 armed guards shall meet the requirements in Section 10 & 11.
11

12 III Specific Requirements
13

- 14 1. All guards shall refrain from the intake of alcoholic beverages a minimum of eight hours prior
15 reporting for duty. No alcoholic beverages or other intoxicants will be consumed while on duty.
16
17 2. The contractor may assume under normal circumstances that two guards per prisoner detail shall
18 be sufficient for purposes of maintaining security. However, the COTR shall have the authority to
19 determine when and if more or less than two (2) guards are necessary, and the contractor shall
20 comply with this determination. For hospital guard details, at least one (1) guard will be of the
21 same gender as the prisoner in custody. Additionally, the Contractor shall provide at least one (1)
22 Spanish speaking guard, when possible, if the patient prisoner is of the Hispanic race and speaks
23 little or no English.
24
25 3. The Contractor shall be notified by the COTR or his designee of any special instructions
26 concerning the handling or transportation of prisoners or detainees. Under no circumstances
27 shall any prisoner, be allowed to have visitors or outside contacts, make/receive telephone calls,
28 or use any other electronic means of communication not approved by the United States Marshal
29 of COTR and/or his designee. Hospital visitation by family and friends of patient prisoners shall
30 not be permitted. The United States Marshal may authorize visits by family members under
31 certain circumstances such as terminal or major illness. During such cases, security procedures
32 still apply. Patient prisoners are not allowed to receive money and/or commodities, parcels,
33 packages, mail and/or correspondence. Any such items received at the hospital will be delivered
34 to the USMS for security inspection and clearance.
35
36 4. The Contractor shall provide other guard services as may be necessitated by operational
37 circumstances or as directed by the United States Marshal or COTR. Such services may include
38 assisting Deputy U.S. Marshal in transporting/escorting Federal prisoners between detention
39 facilities and the Federal Courthouse – USMS cellblock and/or any location in the District of
40 Arizona as requested by the USMS which shall include transporting/escorting prisoners between
41 detention facilities and the JPATS airlift site, transporting/escorting prisoners between detention
42 facilities and medical appointments/treatment, transporting/escorting prisoners to medical facilities
43 or hospitals, or assisting in providing guard services within the Federal Courthouse and Federal

1 Courtrooms.

- 2
- 3 5. The Contractor shall be responsible for the purchase of guard handguns and related equipment
- 4 at no cost to the Federal Government. The use and approval of the type of handguns will only be
- 5
- 6 approved by the COTR or his designee. Guards may use personally owned handgun. However,
- 7 all guard handguns and holsters will meet the following minimum criteria:
- 8

9 1. Revolvers:

- 10 a. Double-action, containing an internal hammer drop safety feature that is
- 11 overcome when the trigger is pulled in such a manner as to fire the
- 12 firearm.
- 13 b. Six shot minimum capacity.
- 14 c. .38 caliber or larger (.357 is only magnum authorized).
- 15

16 2. Semi-automatic Pistol:

- 17 a. An internal or external mechanism, other than the trigger, that
- 18 Allows the weapon to return to the double-action mode or
- 19 Manufacturer's intended carry mode without allowing contact of
- 20 The firing pin with the cartridge primer. The method of keeping the
- 21 firing pin from striking the cartridge primer will be at least a fixed
- 22 firing pin block/safety that blocks the firing pin and remains in the
- 23 forward path of the firing pin until the trigger is pulled in such a
- 24 manner as to fire the weapon.
- 25 b. Cartridge capacity of at least six rounds.
- 26 c. 9mm x 19mm or larger (not .380 ACP).
- 27

28 3. Holsters:

- 29 a. Designed to be worn on the strong-side hip.
- 30 b. Cover the trigger guard.
- 31 c. Be weapon specific (i.e., be designed specifically for the weapon or family
- 32 of weapons, so as to insure a proper fit).
- 33 d. Allow one-handed drawing and re-holstering of the weapon by the user.
- 34 e. The holster must not allow upward pressure on any exposed portion of
- 35 the muzzle to result in ejection of the weapon (i.e., belt slide, yaqui slide,
- 36 or skeletonized holsters must have a thumb-break or strap).
- 37 f. Secure the handgun with a minimum of one retention device in the form of
- 38 a strap, thumb-break, finger-break, tension screw, or other method that
- 39 retains the weapon via either a physical block or through pressure on the
- 40 weapon.
- 41 The retention device cannot require that the user insert his or her finger
- 42 into the trigger guard to release the weapon.
- 43

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6. Contractor shall test each guard semi-annually to determine his/her weapons handling proficiency. The course of fire is 210 out of a possible 300 (70%) points for primary duty handguns (USMS Policy Directive No. 2.51 FIREARMS). Retesting should occur within 60 days prior to the anniversary of the original tests. An individual shall be deemed ineligible to serve as an armed guard unless he/she successfully passes the weapons proficiency test. Upon successful completion of the test, the Contractor shall submit all weapons proficiency certifications to the COTR. The USMS shall not reimburse nor shall the Contractor bill for any hours or related costs associated with the weapons proficiency testing. The contractor shall ensure that each guard is familiar with and adheres to the DOJ/USMS Use of Force (USMS Policy Directive No. 8.31 FUGITIVE INVESTIGATIONS – USE OF FORCE model, Revised June 29, 2005). The contractor shall ensure that each guard reviews the DOJ/USMS Use of Force policy semi-annually to coincide with semi-annual firearms qualifications. All proficiency certifications of compliance will be submitted to the COTR.
7. If a guard assigned to duties under this contract is an off-duty law enforcement officer from a bona fide law enforcement agency, then a yearly weapons qualification form certifying firearms proficiency from that agency is acceptable.
8. The Contractor shall be responsible for providing restraining devices to be placed on all Federal prisoners while in the Contractor's custody. The Contractor restraints shall be of Hiatt, Smith & Wesson, Peerless or American brand. Prisoners being transported and/or escorted shall be restrained using a waist chain, handcuffs, and leg irons. For security purposes, it is highly recommended that a black or blue box be used in conjunction with the waist chain and handcuff. Specialty restraints (i.e., tether & control straps, thumb cuffs, flex-cuffs, restraint chairs, etc.) will not be used unless specifically authorized by the United States Marshal. Leg irons will be used on prisoners confined to a hospital which does not have a jail ward. If leg irons must be removed for medical or other compelling purposes, handcuffs will be applied prior to removal of the leg irons, and handcuffs will not be removed prior to applying leg irons. Leg irons and/or handcuffs will not be removed from a prisoner undergoing medical care or when he or she bathes or showers. When compelling medical reasons dictate and upon approval of the United States Marshal, restraining devices will not be used. Leg irons will not be placed over boots.
9. Contractor shall be responsible for ensuring that all security personnel have been properly immunized and received a tuberculin skin test at no cost to the Federal Government.
10. The Contractor shall comply with the requirements of the State of Arizona. Supervisors and guards will have current guard registration cards or certification, or bona fide law enforcement agency identification. All armed guards will have and maintain a current permit or State certification authorizing them to carry a firearm.

1 11. Guards shall have the following minimum qualifications:
2

- 3 a. Be 21 years or older.
- 4 b. Speak, read, and write English.
- 5 c. Possess a valid driver's license.
- 6 d. Be emotionally stable with no past history of emotional or mental illness.
- 7 e. Present a respectable appearance and adhere to reasonable grooming
8 standards as determined by the USMS.
- 9 f. Be free of misdemeanor or greater convictions for crimes of violence
10 (Lautenberg Statute).
- 11 g. Currently not under any court restraining order.
- 12 h. Free from alcohol and drug dependency.
- 13 i. Free of illegal drug use.
- 14 j. Trained and qualified in the use of an approved handgun.
- 15 k. Trained and qualified to carry Oleoresin Capsicum (OC) aerosols if applicable.
- 16 l. Physically able to perform the full range of duties without limitations as
17 described in the Performance Work Statement.

18
19 12. Supervisory personnel shall meet the same criteria as specified for guards.
20

21 **C.4.6 Escapes**

22
23 The Contractor shall notify the appropriate USMS' Duty Officer, COTR and local Law Enforcement
24 immediately of any USMS' prisoner or detainee escape or attempted escape. Corrective actions shall be
25 taken immediately and verbally communicated to the COTR. A written report of the escape or attempted
26 escape and the remedial action shall be due within 24 hours to the COTR.
27

28 The Contractor assumes absolute liability for the escape of any federal prisoner in its custody.
29

30 Procedures shall require the contractor, on a monthly basis, to verify and update the names and phone
31 numbers contained on the emergency notification list and checklist attached to all emergency plans for federal
32 prisoner escapes. A copy of the updated list and checklist shall be provided to the COTR. A copy of the first
33 notification list and checklist for escapes shall be provided to the COTR thirty days after contract award.
34

35 **C.4.7 Collect and Disseminate Intelligence Information**

36
37 Policy and procedures for collecting, analyzing and disseminating intelligence information regarding issues
38 affecting safety, security and the orderly running of the facility shall be developed. This information should
39 include, but not be limited to: gang affiliations; prisoner or detainee threats domestic terrorist groups; tracking
40 of prisoners or detainees having advanced skills in areas of concern (locksmiths, gunsmiths, explosives, and
41 computers, etc.) narcotics trafficking; mail and correspondences; prisoner or detainee financial information;
42 prisoner or detainee telephone calls; visiting room activity; and actions of high profile prisoners or detainees.
43 The Contractor shall share all intelligence information with the Federal Government.

1
2 **C.4.8 Provide Security Inspection System**
3

4 The Contractor will develop and maintain a security inspection system with the aim of controlling the
5 introduction of contraband into the facility, ensure facility safety, security and good order, prevent escapes,
6 maintain sanitary standards, and eliminate fire and safety hazards.
7

8 The Contractor's Quality Control Program shall meet the requirements of FPBDS
9 Administration/Management Section – A.2.
10

11 **C.4.9 Institutional Emergency Readiness**
12

13 The contractor shall submit (not later than 60 days prior to requested NTP an institution emergency plan.
14 The plan shall receive the concurrence of the COTR prior to implementation and shall not be modified
15 without the written concurrence of the COTR. *The plan must contain written agreements with appropriate*
16 *state and local authorities that provide for notification and requests for assistance in the event of incidents*
17 *that may have an adverse impact on the community.*
18

19 The plan shall also include provisions for one or more disturbance control teams. Protective clothing and
20 equipment for each team member and 30 percent of all additional facility staff members shall be provided by
21 the Contractor, and maintained in a secure location outside the secure perimeter of the facility. Any decision
22 by the DOJ or other federal agencies to provide and/or direct emergency assistance will be at the discretion of
23 the Federal Government. The Contractor shall reimburse the Government for any and all expenses incurred in
24 providing such assistance. FPBDS Security and Control Section – C.14.
25

26 The Contractor shall submit to the COTR a proposed inventory of intervention equipment (e.g., weapons,
27 munitions, chemical agents, electronics/stun technology, etc.) intended for use during performance of this
28 contract. The COTR, prior to issuance of the NTP, shall approve the intervention equipment. The approved
29 intervention equipment inventory shall not be modified without prior written approval of the CO. (Use of any
30 chemical agents, stun technology, etc. must be covered by written policy and procedures and staff adequately
31 trained in such use).
32

33 The use of force by the Contractor shall at all times be consistent with all applicable policies of the federal
34 government (USMS Policy Directive No. 8.31 FUGITIVE INVESTIGATION – USE OF FORCE, Revised June
35 29, 2005) and the FPBDS Use of Force.
36

37 **C.5 Workforce Integrity**
38

39 **C.5.1 Facility Staff**
40

41 It is essential that all Contractor personnel (employed, unpaid or subcontracted) meet the highest standards of
42 professionalism and personal integrity.
43

1 The Contractor shall develop written standards of conduct. These standards shall be maintained as part of the
2 Contractor's Personnel Policy Manual. Employees, sub-contractors and volunteers are expected to adhere to
3 standards of employee conduct and integrity while on and off duty. The Contractor shall follow procedures on
4 the reporting and investigating Standards of Conduct violations. FPBDS Workforce Integrity Section – H.
5

6 **C.5.2 Staff Resources**

7
8 The Contractor shall establish an overall written training program for all employees which incorporates, at a
9 minimum, the training requirements set forth in the ACA standards and the FPBDS. The Contractor shall
10 develop and implement a comprehensive staff training program addressing the institution's sexual
11 abuse/assault prevention and intervention programs. Written policy, procedure and practice shall provide that
12 all staff, to include volunteers, receive such training prior to entering on duty (EOD) and on an annual basis as
13 part of the institution's in-service training plan. FPBDS Workforce Integrity Section – H.2.
14

15 Pre-service and in-service training shall be augmented with specialized training for appropriate staff (e.g., case
16 managers, counselors, psychology services staff, chaplaincy staff, correctional officers, investigator officials,
17 health/mental health care providers, etc.).
18

19 The Contractor shall provide disturbance control training to appropriate staff. Certified disturbance control
20 instructors shall be used to conduct emergency training at the facility. Certification must be from a Government-
21 approved federal, state, or county training academy or program. The use and carrying of weapons for training
22 shall meet all federal, state, and local laws and regulations. The training plan should be submitted at time of
23 proposal. Any change to the Contractor's training plan is required to be submitted in writing to the COTR for
24 review and approval prior to implementation. FPBDS Workforce Integrity Section – H.2.
25

26 **C.5.3 Personnel Requirements**

27
28 The contractor shall develop and maintain a Personnel Policy Manual specific to this contract. FPBDS
29 Workforce Integrity Section – H.
30

1 **C.5.3.1 Employment Procedures**

2
3 The Warden or designee shall be the contractor's contact person for all matters regarding the processing
4 of contractor's personnel.

5
6 Prior to employees Entering On Duty (EOD) at the facility, the contractor shall ensure the following steps
7 are completed for each applicant, full time or part time, as listed below and provide the results to the USMS
8 COTR for the applicable facility:

- 9
10 1. Conduct a Credit Check for employment purposes as described in the Fair Credit Reporting
11 Act (DOJ 555 Disclosure and Authorization Form)
- 12 2. Coordinate with the assigned USMS COTR the process for USMS staff to conduct criminal
13 history checks (National Crime Information Center (NCIC) and National Law Enforcement
14 Telecommunication System (NLETS) check performed on prospective employee.
- 15 3. Conduct a pre-employment interview.
- 16 4. Certify the applicant is a U.S. citizen (See below - Other Requirements)
- 17 5. Certify the applicant has met residency requirements (See below - Other Requirements)
- 18 6. Perform a local law enforcement agency check for the past five years as part of Limited
19 Background Investigation (LBI) or equivalent background investigation
- 20 7. Conduct a urinalysis in accordance with P.S. 3735.04, Drug Free Workplace
- 21 8. Applicant shall complete Questionnaire for Public Trust Positions, SF-85P "Questionnaire for
22 Public Trust Positions".
- 23 9. Applicant shall complete Supplemental Questionnaire or Selected Positions (OPM Form 85P-
24 S) if they will occupy an armed position.
- 25 10. Voucher the applicant's employment record for the past five years.
- 26 11. The Warden or designee will submit the FD-258 fingerprint card (supplied by the COTR) for
27 each applicant directly to the FBI for the fingerprint check. All results of the fingerprint check
28 will be received by the COTR. The fingerprint cards should have the ORI designation
29 assigned to the COTR's district.
- 30

31 The determination for employment suitability must be made using the USMS' current Guidelines of
32 Acceptability. Based on steps 1 - 11 and the Guidelines of Acceptability, the contractor will determine if the
33 applicant is suitable for employment.

34
35 The Warden shall certify that steps 1 - 11 have been completed with satisfactory results and submit this
36 certification with the applicant's information to the USMS COTR for conditional approval. Prior to issuing
37 the conditional approval the COTR shall complete the following steps:

- 38
39 12. Run NCIC/NLETS for all states of residence as reflected on the SF 85P.
- 40 13. Upon favorable results of fingerprints and NCIC/NLETS; the COTR shall grant a conditional
41 approval. The conditional approval shall include the following: full name, date of birth, social
42 security number and position applied for.

- 1 14. If the fingerprint results or NCIC/NLETS contain derogatory information the conditional may
2 or may not be issued based on the Guidelines for Acceptability. If the COTR desires
3 additional information to resolve the issue, the warden or his designee shall be contacted to
4 obtain additional information from the applicant.
5

6 After receiving the USMS' conditional approval the contractor shall proceed with the following steps:
7

- 8 15. Notify USMS COTR within 24 hours of actual entry on duty (EOD) date and of background
9 investigation scheduling date and case number.
10

11 Contractor responsibilities subsequent to EOD date:
12

- 13 16. Receipt and review of the background investigation.
14

15 The USMS retains authority to approve all contractor staff, subcontractors and volunteers, who work or
16 have contact with federal detainees under the terms of this contract. No individual who is under
17 supervision or jurisdiction of any parole, probation or correctional authority shall have contact with Federal
18 Detainees, files, records, or movement records.
19

20 Within one year of each on-site employee's EOD, the contractor shall obtain, review, identify and resolve
21 derogatory information contained on the background investigation results using the Guidelines of
22 Acceptability. The contractor shall make a determination regarding the employee's suitability for
23 employment under this contract. Investigations with little or no derogatory information will be reviewed and
24 forwarded to the USMS COTR within 90 days of the investigation completion date. Investigations requiring
25 resolution of derogatory information will be forwarded within 180 days of the investigation completion date.

26 Extended adjudication time frames, on a case-by-case basis, may be requested from the USMS COTR.
27 Upon receipt, review and resolution of any derogatory information contained in the reinvestigation report,
28 the Warden shall forward to the USMS COTR a written final determination regarding the employee's
29 continued employment under this contract. A copy of the background investigation report results shall be
30 attached. The contractor shall ensure all employees and full-time subcontractors are reinvestigated every
31 five years as prescribed in the Guidelines of Acceptability for the USMS Contract Jails in Section J of the
32 contract.
33

34 The contractor shall maintain all personnel records, on-site, for the duration of the contract and make these
35 records available to the USMS upon request.
36

37 Personnel working on this contract and requiring unescorted access to USMS facilities and or information
38 systems are required to be approved by the USMS security office in accordance with Homeland Security
39 Presidential Directive 12 as required by USMS Security Program Manager attachment B (available upon
40 award). These personnel must be approved in writing by the USMS Personnel Security Branch before
41 such access can be granted and may require and additional background investigation through the Office of
42 Personnel Management at the minimum level of a NACI.
43

1 **C.5.3.2 Waivers**

2 If the applicant does not meet the USMS' Guidelines of Acceptability, and is still a desirable employee, the
3 contractor may request a written waiver to the Guidelines, submitted to the USMS COTR, which includes:
4

- 5 A. Details and circumstances of the applicant's behavior that is outside the Guidelines;
 - 6 B. Reason(s) why the applicant should receive further consideration; and;
 - 7 C. Availability of other suitable applicants.
- 8

9 **C.5.3.3 Other Requirements**

10
11 The contractor must ensure all employment practices are in accordance with U.S. Department of Labor
12 requirements in addition to state and local requirements. Contractors are advised that the following labor
13 requirements are applicable to this contract (not all comprehensive): Notice to the Government of Labor
14 Disputes; Convict Labor Act; the Service Contract Act of 1965, as amended; the Contract Work Hours and
15 Safety Standards Act - Overtime Compensation; and the Fair Labor Standards Act and Service Contract
16 Act-Price Adjustment (Multiple Year and Option Contracts).
17

18 The contractor shall not employ any individual who has a felony or misdemeanor conviction of domestic
19 violence.
20

21 The contractor shall not employ any individual who is not a United States citizen unless otherwise
22 approved by the USMS COTR. Citizens of the United States include those who were: born in the United
23 States (the fifty states, the District of Columbia, Puerto Rico, Guam (since 1950), or the U. S. Virgin
24 Islands; born outside the United States to parents who are citizens of the United States, one of which was
25 physically present in the United States or one of its outlying possessions for a continuous period of one
26 year at any time prior to the birth of the person (in some situations only one person has to be a citizen);
27 naturalized as a United States Citizen; or otherwise granted citizenship under authorities described in law,
28 beginning at 8 U.S.C. 1401.
29

30 Non-citizen applicants or subcontractors must be citizens of an allied nation as defined by the United
31 States Office of Personnel Management (See <http://www.opm.gov/employ/html/citizen.htm>).
32

33 All applicants or subcontractors, U.S. citizen or otherwise, must have, immediately prior to applying for a
34 position: (1) resided in the United States three of the past five years; (2) worked for the United States
35 overseas in a federal or military capacity; or, (3) been a dependent of a federal or military employee
36 serving overseas.
37

38 The USMS will have final approval for non-citizen and non-residency employment for all potential
39 employees and subcontractors.
40

41 The contractor shall maintain verification of training and experience which shall include credentials for all
42 professional staff. All credentials shall be kept current and maintained for the duration of the individual's
43 performance under the contract.

1
2 **C.5.3.4 Employment Agreement**
3

4 In the absence of a collective bargaining agreement, the contractor must enter into a written employment
5 agreement with each employee assigned to work at the contractor's facility. This agreement must provide
6 that, in recognition of the public safety requirements for uninterrupted services at the contractor's facility
7 and in return for adequate consideration, including grievance procedures, the contractor employee agrees
8 not to strike or otherwise interrupt normal operations at the contractor's facility without giving 10 days
9 advance written notice. The contractor shall ensure that a contingency plan covering work actions or
10 strikes is developed and maintained in a secure location. In the event the contractor negotiates collective
11 bargaining agreements applicable to the work force under the contract, the contractor must use its best
12 efforts to ensure such agreements contain provisions designed to assure continuity of services. All such
13 agreements entered into during the contract period of performance should provide that grievances and
14 disputes involving the interpretation or application of the agreement will be settled without resorting to
15 strike, lockout, or other interruption of normal operations.
16

17 For this purpose, each collective bargaining agreement should provide an effective grievance procedure with
18 arbitration as its final step, unless the parties mutually agree upon some other method of assuring continuity of
19 operations. As part of such agreements, management and labor should agree to cooperate fully with the
20 Federal Mediation and Conciliation Service. The contractor shall include the substance of this clause
21 (paragraph, provision, etc.) in any subcontracts for protective services
22

23 **C.5.3.5 Staffing**
24

25 The following are key personnel with respective minimum qualification requirements the contractor should
26 consider as critical for performance of the contract. The contractor may use other titles. Contractors who
27 propose not to provide these positions must explain how required services will be provided. Within 15 days of
28 contract award, the contractor shall submit a written request to the COTR for conditional contractor
29 employment approval of the, Project Coordinator, Warden(s) and Associate Warden(s). The fifteen day period
30 may be extended for the Warden(s) and Associate Warden(s) positions, if requested in writing by the contractor
31 and approved by the CO.
32

33 Project Coordinator - Knowledge and experience within the last five years in planning and executing similar
34 contract requirements as contained within this PWS. The Project Coordinator shall be 100% dedicated to the
35 current USMS contract.
36

37 Warden(s) - Knowledge of program objectives, policies, procedures and requirements for managing a secure
38 detention and/or correctional facility. The individual shall have minimum of 10 years experience in detention or
39 corrections with experience in the management of a detention or correctional facility at the Associate Warden
40 level or above.
41

1 Associate Warden(s) - Knowledge of program objectives, policies, procedures and requirements for managing
2 a detention and/or correctional facility. The individual shall have minimum of 10 years experience in detention
3 or corrections with experience in the management of a detention or correctional facility at the level of mid-
4 management.

5
6 Transportation Supervisor/Coordinator – Shall be on-site at the Courthouse or as directed by the United States
7 Marshals Service. The Transportation Supervisor/Coordinator shall have knowledge of transportation program
8 objectives, policies, procedures and requirements for managing a secure prisoner movement. The individual
9 shall have a minimum of 5-10 years management experience in prisoner transportation services.

10
11 The essential personnel listed below are commonly referred to as department heads with the following
12 qualification requirements considered critical for the performance of this contract: knowledge of program
13 objectives, policies, procedures and requirements specific to their department. A minimum of five years
14 experience specific to their department is *recommended*.

15
16 Administrator, Religious Services
17 Unit Management Team
18 Chief, Detention/Correctional Services
19 Computer Services Manager
20 Detention/Correctional Shift Supervisors
21 Intelligence Officer
22 Facilities Manager/Administrator
23 Food Service Administrator
24 Inmate Systems/Records Office Manager
25
26 Medical Services Administrator
27 Quality Control Specialist
28 Safety/Environmental Specialist

29
30 The Administrator, Religious Services shall meet the certification standards of the American Correctional
31 Chaplains Association. FPBDS Services and Programs Section G.2.

32
33 Daily correctional staff assignment rosters which reflect both scheduled and actual assignments, by shift and
34 for each post, shall be maintained for the facility for six years.

35
36 The Contractor shall provide to the COTR the facility's staffing plan and report monthly any and all expected
37 and existing vacancies. The initial operating staffing plan shall be maintained throughout the term of the
38 contract which depicts the number, type and distribution of staff. Written requests to change the number, type
39 and/or distribution of staff described in the staffing plan must be submitted to the CO for approval prior to
40 implementation. The Contractor's failure to submit to the COTR their annual vacancy status report and written
41 requests for staffing plan changes may result in a deduction on the invoice. The USMS may calculate the
42 deduction retroactive to day one of the vacancy, excluding the days for the USMS' conditional approval
43 process, starting on the day of receipt and concluding on the day conditional approval is granted.

1
2 **C.5.3.5a Personnel**
3

4 The number, type and distribution of staff as described in the contract staffing plan shall be maintained
5 throughout the term of the contract. Written requests to change the number, type and/or distribution of
6 staff described in the staffing plan shall be submitted to the Contract Officer (CO) for approval prior to
7 implementation. The staffing levels shall be at times 100% of the approved staffing plan.
8

9 The Contractor failure to fill any individual position within 60 days of the vacancy **may** result in deduction from
10 the monthly invoice. The CO **will** calculate the deduction retroactive to the day of the vacancy, excluding the
11 days for the government conditional approval process, starting on the day of receipt and concluding on the day
12 conditional approval is granted.
13

14 Each month, the contractor shall submit to the COTR current average monthly vacancy rate, and indicate any
15 individual position that have been vacant for more than 60 days and any efforts made by the contractor to fill
16 the vacancy.
17

18 **C.5.3.5b Key Personnel**
19

20 All key personnel are full-time employees. They work on-site at the facility except for the Transportation
21 Coordinator as this key position will be directed by the USMS. Key personnel shall devote 100 percent of their
22 working time to the federal contract. The contractor shall identify to the COTR/CO key personnel employed at
23 the facility and other site locations.
24

- 25 1) Full-time employment is 40 hours per week on-site.
26
- 27
- 28 2) The contractor shall staff four (4) key personnel positions. They are the Warden,
29 Associate Warden, Project Coordinator and Transportation Supervisor/Coordinator.
30

31 The Contract Officer shall approve changes of the key personnel before they are employed in a key personnel
32 position.
33

34 The contractor shall staff all key personnel positions throughout the performance of the contract. The
35 contractor shall notify the COTR/CO in writing if key personnel vacate a position permanently and indicate
36 when a replacement will be made. The notification shall occur five days after the vacancy.
37

38 **C.5.3.5c Detention Services Support**
39

40 **Background:** USMS detention operations have had to respond to the large number of new prisoners,
41 which have been apprehended. To manage the unprecedented volume of prisoners, a detention
42 infrastructure was developed and has been continually expanded to meet the challenge of housing these
43 increasing numbers of prisoners. A greater number of non-federal jail beds have been used, which has

1 resulted in the increase of detention costs. The USMS offices in the District of Arizona are clearly in need
2 of support to meet the increased demands of the current caseload. This support is the area of the
3 sentence to commitment phase.
4

5 The contractor shall assist in the performance of the following core tasks:
6

- 7 ➤ Provide liaison services between the contractor and USMS in the area of prisoner issues (such as
8 but not limited to transportation, medical, etc.);
9
- 10 ➤ The processing of Judgment & Commitment Orders;
11
- 12 ➤ The assembling and processing request for designation packages, submitting of packages to the
13 Bureau of Prisons;
14
- 15 ➤ Provide assistance on a quarterly basis for the verification of Detainers;
16
- 17 ➤ Updating prisoner medical information in the USMS Prisoner Tracking System (PTS).
18
- 19 ➤ Updating prisoner statuses in the PTS system to reflect their phase in the designation process;
20
- 21 ➤ Generating Prisoner Intake Form (USM-129), Personal History Form (USM-312) and other entries
22 as deemed necessary by the USMS.
23
- 24 ➤ Processing designations received by and submitting requests for Prisoner Movement (Form 106)
25 to the Justice Prisoner and Alien Transportation System (JPATS).
26
27
28

29 (USMS Prisoner Services will provide training in the use of PTS)
30

31 **Personnel:** Contractor will assign a maximum of personnel, from the current Staffing Plan within the
32 current proposal for detention services to perform the above tasks. Work period will be 8-hour-day/40
33 hours per week.
34

35 **Place of Performance.** USMS, within local district offices, will provide the contractor with space Monday
36 through Friday in its facilities for performance.
37

38 **Government Furnished Items.** USMS will provide a reasonable amount of office equipment and supplies
39 to the contractor for performance.
40

41 **Data and Property Rights:** The government will retain all rights and privileges to all data provided by
42 USMS. The contractor shall neither retain nor reproduce for private or commercial use any information or
43 other materials furnished or made available during performance. The contractor agrees not to assert any

1 rights at common law, or in equity, or establish any claim to statutory copyright in such data.

2
3 These rights are not exclusive and are in addition to any other rights and remedies to which USMS is
4 otherwise entitled elsewhere. All property rights, including publication rights, in the information and
5 materials first produced by the contractor in connection with performance shall vest with USMS.

6
7 **Security:** It shall be understood that throughout the performance of this contract, the contractor will have
8 access to information that is the sole property of the federal government and/or other organizations. The
9 contractor and staff will be required to enter into a confidentiality agreement with USMS that ensures the
10 non-disclosure of information relating to this project outside of USMS and other agencies or organizations
11 identified by USMS.

12
13 For security purposes, all staff working on this contract will be required to undergo a National Agency
14 Check and Inquiries (NACI) and a basic criminal history background check; or the contractor will have to
15 demonstrate that such background checks have been performed on staff during the previous 12 months.
16 The COTR or contracting officer will provide the contractor with the necessary forms for these checks. The
17 contractor shall be responsible for ensuring that all forms are thorough, accurate, and promptly returned to
18 USMS

19 20 **C.5.3.5.1 Subcontractors**

21 Definitions:

22
23
24 Full-time subcontractor - an individual performing work in the contract facility which requires performance in
25 excess of 30 or more total days or 240 hours which can be accrued incrementally (i.e. 2 hours per week, 3
26 days per week) or in a one month period.

27
28 Part-time subcontractor - an individual performing work in the contract facility which requires performance
29 of 29 total days (239 hours) or less which is accrued incrementally (i.e. 2 hours per week, 3 days per week)
30 or 29 days. Part-time subcontractors are to be escorted at all times while in the facility or, if outside the
31 facility, if the possibility exists of coming into contact with prisoners or detainees.

32
33 The contractor shall develop written procedures for the security and supervision of subcontractors that
34 work on this contract. The procedures shall include record keeping, identification badges and escort
35 protocols. The contractor shall include these procedures in the contractor's personnel procedures
36 manual. The contractor shall complete steps 1-13, as outlined in Employment Procedures (See Section
37 C.5.3.1) for each full-time subcontractor.

1
2 The contractor, at a minimum, must complete the following for all part-time subcontractors:

- 3
4 1) Employment Eligibility Verification form (DOJ-INS Form I-9);
5 2) Conduct criminal history background information, e.g., National Criminal Information Center
6 (NCIC/NLETS) and law enforcement checks; and
7

8 The contractor shall use the current USMS' Guidelines of Acceptability when determining subcontractor
9 employment. In addition, the contractor shall not hire any subcontractor, full- or part-time who, under the
10 following circumstances:

- 11
12 A. Knows any person or has any relatives who are currently incarcerated in the facility;
13 B. Has any criminal charges currently pending;
14 C. Is currently under any incarceration order, probation, or court supervision.
15

16 Subcontractors are required to adhere to the contractor's Standards of Conduct. The USMS retains authority
17 to approve all subcontractors who have contact with federal prisoners or detainees under the terms of this
18 contract.
19

20 **C.5.3.5.2 Volunteers**

21
22 The contractor shall develop written procedures for the use, security and supervision of volunteers. The
23 procedures shall outline record keeping, identification badges and escort protocols. The contractor shall
24 include these procedures in the Personnel Policy Manual. FPBDS
25 Workforce Integrity Section – H.2.4b
26

27 Volunteers must be 18 or older. Volunteers shall not be granted waivers for unescorted status or passes.
28

29 The contractor shall complete the following for each volunteer working in the facility:

- 30
31 1. Name and personal information, e.g., address, date of birth, social security number
32 2. FBI Fingerprint Cards
33 3. Conduct criminal history background information, e.g., NCIC/NLETS and law
34 enforcement checks
35

36 The contractor, at a minimum, shall review the following: the volunteer's personal information and criminal
37 background information (i.e., NCIC and law enforcement agency checks) to determine if the applicant is
38 suitable, in accordance with the USMS' Guidelines of Acceptability, for entrance into the facility.
39

40 Volunteers are required to adhere to the Contractor's Standards of Conduct. The USMS retains authority to
41 approve all volunteers who have contact with federal detainee under the terms of this contract.
42

1 **C.5.4 Standards of Conduct**
2

3 The contractor shall develop written Standards of Conduct on employee conduct, ethics and responsibility.
4 The contractor's Standards of Conduct shall include those standards defined in Section J. These standards
5 shall be a part of the Personnel Policy Manual. The contractor shall document and ensure that all employees
6 review the Standards of Conduct annually. In addition to employees, subcontractors and volunteers are also
7 required to adhere to the Standards of Conduct at all times. Employees, subcontractors, and volunteers shall
8 receive Standards of Conduct Training as part of their individual institutional familiarization and annual training.
9 Notices explaining employee's rights to report misconduct and contact information for all investigative
10 authorities of competent jurisdiction shall be prominently displayed.

11
12 The contractor shall refer allegations of employee, subcontractor or volunteer misconduct in accordance with
13 procedures defined by the COTR. The contractor shall cooperate fully with the cognizant authority in any
14 investigation of allegations misconduct. The USMS reserves its right, consistent with its obligations under
15 applicable law, to conduct investigations of any alleged misconduct that adversely impacts the programs or
16 operations of the DOJ and USMS including the care, custody, health and safety of prisoners or detainees and
17 USMS staff or, where applicable, the correctional institution and to withdraw final employment approval
18 authority for any employee as warranted by Standards of Conduct violations.

19
20 The USMS may occasionally offer training in investigative techniques and the reporting of Standards of
21 Conduct allegations. The contractor may send staff to this training at the level and numbers determined by the
22 USMS and at the contractor's expense.

23
24 **C.6. Health Care Services**

25
26 **C.6.1 Health Care Services Program**
27

28 The Contractor shall ensure that prisoners or detainees are provided all in house medical, dental, and mental
29 health services in appropriate clinic and infirmary settings while meeting the applicable standards and levels of
30 quality established by the ACA Standards for Health Services, the FPBDS and the National Commission on
31 Correctional Health Care (NCCHC) Standards. In addition, the Contractor shall adhere to all applicable federal,
32 state and local laws and regulations governing delivery of health services in accordance with USMS' Prisoner
33 Health Care Standards (Pub. 100) and the USMS' Health Care policies (i.e., Reproductive Health Care for
34 Female Prisoner's Policy 9.16, Mental Health Services for Prisoners Policy 9.18 and Prisoner Health Care
35 Policy 9.15. Questions on standards will be resolved by the Office of Interagency Medical Services (OIMS),
36 PSD in conjunction with the Contracting Officer. FPBDS
37 Health Care Section B.

38
39 **C.6.2 Health Care Service Providers**
40

41 Prior to issuance of NTP, the Contractor shall designate in writing the Health Authority (HA) for the facility that
42 shall be responsible for the delivery of health services under the contract. Only a licensed physician may be
43 appointed as the facility Health Authority: The HA shall have full authority to act on behalf of the Contractor on

1 all matters relating to the operation of the health services portion of the contract.

2
3 **C.6.3 Facility Health Care Services to Prisoners or Detainees**
4

5 All in house health care services shall be provided within the appropriate clinical setting. The Contractor shall
6 establish inside medical specialty clinics (i.e. orthopedic, dermatology, cardiology, psychiatry, etc.). The types
7 of inside medical specialty clinics offered shall be determined by a review of medical utilization data. A joint
8 initial and annual OIMS/Contractor review shall be conducted of specialty clinic healthcare resource needs.
9 The Contractor in-house medical staff shall also hold chronic care clinics as appropriate (i.e. diabetes, COPD,
10 anti-coagulation, etc.).
11

12 The contractor is responsible for the costs of all health care provided inside the contract detention facility,
13 including prescription drugs. The Contractor shall utilize USMS established managed care provider networks
14 where available. Where none are available, the Contractor will coordinate in advance with OIMS before
15 establishing any local care arrangements. Where necessary, the Contractor shall establish arrangements with
16 local health care providers to provide emergency medical care and medically necessary health care provided
17 outside the facility. The contractor shall notify all outside medical care providers in advance that the rate of
18 reimbursement for USMS' prisoners or detainees is not to exceed Medicare rates.
19

20 The contractor is not responsible for the costs of emergency and pre-approved outside medical care provided
21 by off-premises health care providers. The contractor shall direct all off-premises health care providers to
22 submit bills for USMS' prisoners directly to the contractor for review and submission to the appropriate USMS'
23 District Office for certification, processing and payment to the third party providers. All medical billing incurred
24 for ICE and BOP detainees will be directed to ICE or the BOP for review and payment.
25

26 All non-emergency outside care (i.e. medical, dental and mental health) for USMS' prisoners shall require pre-
27 authorization through the COTR or designee in consultation with OIMS to ensure consistency with USMS'
28 Prisoner Health Care Standards. If a USMS' National Managed Care System is established, pre-authorization
29 will be handled through that Contractor. If pre-authorization is not obtained, the Contractor is responsible for
30 the unauthorized medical care. Outside emergency care requires a confirmatory notification the next business
31 day to the USMS' District Office.
32

33 The Contractor shall have written plans and procedures for providing prisoner or detainee access to medical,
34 mental health and dental services for the facility per USMS' standards. The plans shall include, but are not
35 limited to the following:
36

- 37 • 24-hour-a-day, seven day a week emergency medical care, mental health, and dental care;
- 38 • Receiving screening;
- 39 • Health appraisal examination;
- 40 • Daily triage of complaints;
- 41 • Sick call procedures;
- 42

- 1 • Special medical programs and services for, but not limited to, prisoners or detainees with chronic
- 2 needs or requiring convalescent care;
- 3 • Mental health care;
- 4 • Staffing/health care specialists;
- 5 • Ancillary services including radiology, laboratory, etc.;
- 6 • Routine dental services;
- 7 • Pharmaceutical services and supplies;
- 8 • Durable medical equipment;
- 9 • Pre-authorized optometry services;
- 10 • Health education;
- 11 • Medical diets;
- 12 • Infectious disease surveillance and control;
- 13 • Quality improvement program;
- 14 • Video conferencing for medical consultations.

15 **C.6.4 Prisoner or Detainee Health Records**

16 The security, consistency and format of medical records are a critical component of healthcare. The
17 Contractor will follow all USMS' guidance on the release and transfer of prisoner or detainee medical
18 records. FPBDS Administration/Management Section – A.3

19 **C.6.5 Dental Care Services to Prisoners or Detainees**

20 An initial dental screening exam (this includes visual observation of the teeth and gums and notation of any
21 obvious or gross abnormalities requiring immediate referral to a dentist) shall be performed within 14 days
22 of the prisoner or detainee's arrival. Routine dental or dental hygiene care other than to relieve prisoners
23 or detainees of pain and suffering are not covered. If no on-site dentist is available, a physician,
24 physician's assistant or nurse practitioner shall conduct the initial dental screening. Outside dental services
25 for USMS' prisoners or detainees shall be pre-authorized by the COTR or designee in consultation with
26 OIMS. FPBDS Health Care Section – B.2.

27 **C.6.6 Mental Health Services On-site for Prisoners or Detainees**

28 All new prisoners or detainees will receive an initial mental health/psychological screening within 24 hours
29 of arrival at the facility. The Contractor will ensure that prisoners or detainees have access to
30 psychological/ psychiatric services and employ appropriate intervention measures for prisoners or
31 detainees determined to have urgent mental health related needs, to include suicide watch as ordered.
32 The contractor must immediately notify the U.S. Marshal Service when the contractor has significant
33 concerns related to a prisoner's mental health status. The contractor shall submit their plan as to how they
34 will manage mental health prisoners at the facility. FPBDS Health Care Section – B.1.4, B.1.5, &
35 B.1.5e.

1 **C.6.7 Suicide Prevention Program**
2

3 Prisoners or detainees identified, as “at risk” for suicide will be promptly referred to appropriate medical
4 and psychiatric staff for evaluation. All staff members working with prisoners or detainees will receive
5 initial training and annual refresher training on suicide prevention/monitoring. FPBDS Health Care Section
6 – B.6.
7

8 **C.6.8 Infectious Disease Prevention and Control Program**
9

10 The Contractor shall have comprehensive infectious disease prevention and control program in place in
11 accordance with the most recent CDC guidelines. The TB Prevention program shall be initiated at intake
12 with symptoms screening. This is to be followed up with TB testing within 48 hours of intake. Prisoners
13 that refuse to submit to TB testing are to be reported to the U.S. Marshal Service immediately in order that
14 a Federal Court order can be issued to mandate such testing. Immuno-compromised prisoners shall
15 receive chest x-ray screening at intake. At a minimum, annual screening shall be conducted for all
16 prisoners or detainees thereafter. The infectious disease program shall be responsive to all current
17 emerging infectious diseases. The facility will provide digital radiological services which will enable same
18 day diagnosis. FPBDS Health Care Section – B.1.5f.
19

20 **C.6.9 Prisoner or Detainee Death**
21

22 In the event of a prisoners or detainees death, the Contractor shall immediately notify the COTR, or the Duty
23 Officer and local law enforcement officers. The Contractor shall submit a written report to the Marshal within 24
24 hours. The Contractor shall fingerprint the deceased. Staff members performing the fingerprinting shall date
25 and sign the fingerprint card to ensure that a positive identification has been made and file the card in the
26 prisoners or detainee’s file. Personal property of the deceased shall be inventoried and forwarded to the
27 designated family member, the nearest of kin or the Consular Officer of the prisoners or detainees’ country of
28 legal residence.
29

30 If death is due to violence, accident surrounded by unusual or questionable circumstances, or is sudden and
31 the deceased has not been under immediate medical supervision, the Contractor shall notify the coroner of the
32 local jurisdiction to request a review of the case, and if necessary, examination of the body.
33

34 The Contractor shall establish coroner notification procedures outlining such issues as performance of an
35 autopsy, which will perform the autopsy, obtaining state-approved death certificates, and local transportation of
36 the body. All costs associated with an autopsy are normally the responsibility of the coroner’s office. The
37 government is financially responsible for preparation and shipment of the body (if required) to the appropriate
38 next of kin. The U.S. Marshal or his designee will ensure the body is turned over to the designated family
39 member, the nearest of kin or the Consular Officer of the prisoners or detainees’ country of legal residence.
40 FPBDS Health Care Section – B.8.
41

42 **C.7 Food Service**
43

1 The Contractor shall provide prisoners or detainees with nutritious, adequately varied meals, prepared in a
2 sanitary manner while identifying, developing and managing resources to meet the operational needs of the
3 food service program.
4

5 The Contractor shall identify, develop, and manage food service program policy, procedures, and practices in
6 accordance with the FPBDS on Food Service. FPBDS Food Services Section – D.
7

8 **C.8 Prisoner or Detainee Services and Programs**

9

10 **C.8.1 Prisoner or Detainee Mail and Correspondence Service**

11

12 The Contractor shall ensure that prisoners or detainees send and receive correspondence in a timely
13 manner, subject to the limitations required for the safety, security, and orderly operation of the facility. The
14 mail service will meet all requirements of the FPBDS on Correspondence and Other Mail. FPBDS
15 Detainee Mail and Correspondence Section – G.10.
16

17 **C.8.1a Prisoner or Detainee Visitation**

18

19 Sufficient space shall be provided for prisoner or detainee visiting. There shall be adequately designed
20 space to permit appropriate security screening and searching of both prisoners or detainees and visitors.
21 Space shall be provided for the storage of visitors' coats, handbags, and other personal items not allowed
22 into the visiting area. FPBDS Visitation Privileges – G.9.
23

24 The contractor shall allow legal contact visits and non contact social visits unless prior written approval
25 from USMS. Social visits shall be non-contact, in a room designated to meet non-contact visitation
26 integrity. Both facilities shall have separate rooms for legal visits. Legal visits shall take place in a
27 separate room for the attorney of records to conduct a contact legal consultation with the prisoner and
28 shall have a security window for correctional staff observations.

29 The contractor shall have procedures and policy to clear all visitors, including attorneys prior to those
30 individuals visiting the prisoners or detainees. The contractor shall not allow any hospital/medical, media
31 visitation without the prior written approval of the USMS.
32

33 The contractor shall provide two private sound proof secured rooms to allow the prisoners or detainees to
34 view and/or listen in private, using Compact Disk format (CD) of legal discovery while maintaining
35 institutional security.
36

37 **C.8.2 Multi-Denominational Religious Services Program**

38

39 The Contractor shall ensure of different religious beliefs will be provided reasonable and equitable
40 opportunity to practice their respective faiths. The religious services program will comply with all elements
41 of the FPBDS on Religious Practices. FPBDS Religious Practices Section – G.2.
42
43

1 **C.8.3 Prisoner or Detainee Recreation Program**

2
3 The Contractor shall develop adequate and meaningful recreation programs for prisoners or detainees at
4 the facility. The Contractor shall ensure that sufficient correctional staff members are assigned to
5 supervise all recreation activities. FPBDS Services and Programs – Section G.5.
6

7 **C.8.4 Commissary**

8
9 A commissary shall be operated by the Contractor as a privilege to prisoners or detainees who will have the
10 opportunity to purchase from the commissary at least once per week.
11

12 The commissary inventory shall be provided to the COTR upon request. The Contractor may assess sales tax
13 to the price of items, if state sales tax is applicable. Any revenues earned in excess of those needed for
14 commissary operations shall be used solely to benefit prisoners or detainees at the facility. Any expenditure of
15 funds for this purpose shall only be made after approval by the COTR or CO.

16 ALDF - Commissary/Canteen 4-ALDF-5C-25 & 26.
17

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

22 **C.8.5 Prisoner or Detainee Telephone System**

23
24 Provide prisoners or detainees with reasonable and equitable access to telephones as specified in the FPBDS
25 on Telephone Access. If authorized to do so under applicable law, the Contractor shall monitor and record
26 prisoners or detainees conversations. If prisoners or detainees telephone conversations can be monitored
27 under applicable law, the Contractor shall provide notice to prisoners or detainees of the potential for
28 monitoring. However, the Contractor shall also provide procedures at the facility for prisoners or detainees to
29 be able to place unmonitored telephone calls to their attorneys.
30

31 Telephone rates shall not exceed the dominant carrier tariff rate and shall conform to all applicable federal,
32 state and local telephone regulations. Any income received by the contractor as a result of prisoner
33 telephone calls which is in excess of expenses incurred, to include refunds/rebates from carriers, shall
34 offset the cost of this contract. The contractor shall retain copies of any contracts between the contractor
35 and the prisoners or detainees telephone system provider(s). The contractor shall retain copies of all
36 documentation in support of any agreement that the contractor has regarding income, refunds, rebates
37 and other monetary or non-monetary reimbursements involving the prisoners or detainees' telephone
38 system. The contractor shall also provide copies of all invoices and other documentation of expenses
39 incurred and incomes received in regards to the prisoners or detainees' telephone system with its monthly
40 request for contract payment and apply the credit against the monthly payment. FPBDS Services and
41 Programs Section – G.8.
42
43

1 **C.8.6 Prisoner or Detainee Work Program**
2

3 Prisoner or detainee labor shall be used in accordance with the prisoner or detainee work plan developed by
4 the Contractor and approved by the USMS. The prisoner or detainee work plan must be voluntary, and may
5 include work or program assignments for industrial, maintenance, custodial, service or other jobs. USMS'
6 prisoners or detainees may not be required to work. USMS' prisoners or detainees may volunteer to work
7 within the secure confines of the contract facility if they sign a waiver of their right not to work. USMS
8 prisoners or detainees with suicidal tendencies, attempted escapes or escape history, violent history, gang
9 affiliations or with retainers for pending charges with other local, state or federal agencies will not be
10 considered for the volunteer program. USMS' prisoners or detainees are not permitted to act as Trustees and
11 they may not work in positions that permit unsupervised contact with segregated prisoners or detainees of the
12 opposite sex. The USMS' prisoners or detainees are restricted from operating equipment that may expose the
13 prisoners to grave bodily harm or any work assignment requiring security risk items and controlled tools which
14 could be used to facilitate an escape or used as a weapon that could endanger staff, citizens or other inmates.
15

16 USMS prisoners or detainees will not have access to prisoner or employee records. In addition, the contractor
17 will ensure that prisoners or detainees who volunteer to work are denied access to prescription medications.
18

19 USMS prisoners or detainees must obtain required medical clearances before working in the food service
20 areas. The prisoners or detainees work program shall not conflict with any other requirements of the contract
21 and must comply with all applicable laws and regulations. Prisoners or detainees shall not be used to perform
22 the responsibilities or duties of an employee of the Contractor. Appropriate safety/protective clothing and
23 equipment shall be provided to prisoners or detainees workers as appropriate. Prisoners or detainees shall not
24 be assigned work that is considered hazardous or dangerous. This includes, but is not limited to, areas or
25 assignments requiring great heights, extreme temperatures, use of toxic substances and unusual physical
26 demands.
27

28 USMS prisoners or detainees shall be required to participate in normal housekeeping duties which help ensure
29 the cleanliness of their housing area. Increases and reductions in privileges may be used as incentives to
30 ensure that USMS' prisoners or detainees keep their living areas clean. FPBDS Services and Programs
31 Section – G.3 & G.4.
32

33 **C.8.7 Special Needs of the Female Prisoners or Detainees Population**
34

35 The Contractor shall ensure that it addresses health care needs of female prisoners or detainees. The
36 Contractor shall provide programs and services relative to the female gender. Female prisoners or detainees
37 shall be supervised within the facility by at least one female correctional officer per shift. ALDF – Security
38 4-ALDF-2A-08. FPBDS Health Care Section – B.3.
39

40 **C.8.8 Law Library**
41

1 The Contractor shall provide secure space within the secure perimeter, either a dedicated room or a
2 multipurpose room for books and materials to provide a reading area "Law Library" - in accordance with the
3 FPBDS.

4
5 Prisoners or detainees shall be assisted in making confidential contact with attorneys and their authorized
6 representatives. Such contact shall include, but not limited to, telephone communications, uncensored
7 correspondence, and legal visits. FPBDS

8 9 **C.8.9 Translators and Bilingual Staffing**

10
11 When the federal prisoner or detainee population is predominantly Spanish speaking, the contractor shall
12 ensure that its line staff is sufficient in the Spanish language. Further, the responsibility for providing
13 necessary translators or bilingual personnel for communication with federal prisoners or detainees who do not
14 speak or comprehend the English language is with the contractor. Other than emergency situations, federal
15 prisoners or detainees shall not be used for translation services.

16 17 **C.9 Physical Plant**

18
19 The facility operation and maintenance shall ensure that prisoners or detainees are housed in a safe, secure
20 and humane manner. All equipment, supplies and services shall be Contractor furnished except as otherwise
21 noted.

22
23 The facility, whether new construction or an existing physical plant, shall be designed, constructed, operated
24 and maintained in accordance with all applicable federal, state and local laws, regulations, codes, guidelines
25 and policies. In the event of a conflict between federal, state, or local codes, regulations or requirements, the
26 most stringent shall apply. In the event there is more than one reference to a safety, health or environmental
27 requirement in an applicable law, standard, code, regulation or Government policy, the most stringent
28 requirement shall apply. The institution shall provide housing configurations commensurate with the security
29 needs of the population.

30
31 The Contractor shall provide and maintain an electronic security alarm system recording and video surveillance
32 system, which will identify any unauthorized access to the institution's secure perimeter.

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

- 37
38 A. The Uniform Building Code (UBC), with the state of facility location's Amendments
39 B. The Building Officials and Code Administrators (BOCA) National Building Code (NBC)
40 C. The Standard Building Code (SBC)

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

1
2 No matter whether new construction or existing physical plant, fire protection and life safety issues shall be
3 governed by the latest edition of the National Fire Protection Association (NFPA) 101, Code for Safety to Life
4 from Fire in Buildings and Structures and applicable National Fire Codes (NFC), should conflicts occur between
5 NBC and NFC, NFC shall apply.
6

7 E.O. 12699 - Whether new construction or existing physical plant, the facility shall comply with the Seismic
8 Safety of Federal and Federally Assisted or Regulated New Building Construction. The seismic safety
9 requirements as set forth in either the 1991 International Conference of Building Officials, the UBC, the 1992
10 BOCA, NBC (or the 1992 Amendments to the Southern Building Code Congress) or SBC are the minimum
11 standards. If the code applicable for the state in which the facility is located be more stringent than the other
12 codes set forth herein, the state code shall prevail.
13

14 The facility, whether new construction or existing physical plant, shall comply with the requirements of the
15 Architectural Barriers Act of 1968 as amended and the Rehabilitation Act of 1973 as amended. The standards
16 for facility accessibility by physically handicapped persons as set forth in "Uniform Federal Accessibility
17 Standards" (UFAS) shall apply. All areas of the buildings and site shall meet these requirements.
18

19 Activities which are implemented, in whole or in part, with federal funds must comply with applicable legislation
20 and regulations established to protect the human or physical environment and to ensure public opportunity for
21 review. The Contractor shall remain in compliance with federal statutes during performance of the contract
22 including, but not limited to the following acts: Clean Air, Clean Water, Endangered Species, Resources
23 Conservation and Recovery, and other applicable laws, regulations and requirements. The Contractor shall
24 also comply with all applicable limitations and mitigation identified in any Environmental Assessment or
25 Environmental Impact Statement prepared in conjunction with the contract pursuant to the National
26 Environmental Policy Act, 42 U.S.C. 4321.
27

28 The Contractor shall be responsible for and shall indemnify and hold the Government harmless for any and all
29 spills, releases, emission, disposal and discharges of any toxic or hazardous substance, any pollutant, or any
30 waste, whether sudden or gradual, caused by or arising under the performance of the contract or any
31 substance, material, equipment, or facility utilized. For the purposes of any environmental statute or regulation,
32 the Contractor shall be considered the "owner and operator" for any facility utilized in the performance of the
33 contract, and shall indemnify and hold the Government harmless for the failure to adhere to any applicable law
34 or regulation established to protect the human or physical environment.
35

36 The Contractor shall be responsible in the same manner as above regardless of whether activities leading to or
37 causing a spill, release, emission or discharge are performed by the Contractor, its agent or designee, a
38 prisoner or detainee, visitors, or any third party. If a spill(s) or release(s) of any substance into the
39 environment occurs, the Contractor shall immediately report the incident to the CO. The liability for the spill or
40 release of such substances rests solely with the Contractor and its agent.
41

1 A safety program shall be maintained in compliance with all applicable federal, state and local laws, statutes,
2 regulations and codes. The Contractor shall comply with the requirements of the Occupational Safety and
3 Health Act of 1970 and all codes and regulations associated with 29 C.F.R. 1910 and 1926.
4

5 Fire Alarm Systems and Equipment - All fire detection, communication, alarm, annunciation, suppression and
6 related equipment shall be operated, inspected, maintained and tested in accordance with the most current
7 edition of the applicable NEC and Life Safety Codes. The Contractor shall provide outside lighting sufficient to
8 illuminate the entire institution and secure perimeter with at least 1.5 candlepower per square foot in all areas.
9 For new construction or existing physical plant, final and completed, the Contractor, prior to issuance of the
10 NTP, shall submit design/construction documents to the CO. For all new construction, the construction
11 schedule shall be updated to reflect current progress and submitted to the CO on a monthly basis.
12 DOJ/USMS' staff will make periodic visits during construction to verify Contractor progress and compliance with
13 contract requirements.
14

15 As-built drawings and current drawings of the buildings and site utilities shall be maintained in a secure location
16 during construction and contract performance. These updates shall be provided to the CO within 30 days of
17 any changes made. Site utilities include, but are not limited to: water and sewer lines; gas lines; tunnels;
18 steam lines; chilled water lines; recording layouts; elevations; modifications; additions; etc. Prior to receipt of
19 the NTP, the Contractor shall provide the COTR and CO with copies of all certificates of compliance indicating
20 that the facility has met all applicable federal, state and local applicable codes. When these certificates are
21 renewed or updated, copies must be provided to the COTR and CO to show continued compliance. Two
22 copies of the as-built drawings shall be provided to the COTR later than 90 days after issuance of the NTP.
23

24 Promptly after the occurrence of any physical damage to the institution (including disturbances), the Contractor
25 shall report such damage to the CO. It shall be the responsibility of the Contractor to repair such damage, to
26 rebuild or restore the institution. FPBDS Physical Facility and Equipment Section – F.7.
27

28 The government anticipates a nominal number of staff will be on-site to monitor contract performance and
29 manage other government interests associated with operation of the facility. The Contractor shall provide an
30 on-site enclosed office space for USMS' staff. All office and multiple use space shall be complete with
31 appropriate electrical, communication, and phone connections.
32

33 Government space shall be climate controlled and located consistent with the administrative office space for
34 the Contractor's staff. Government-occupied space shall be separate from, but accessible to, prisoners or
35 detainees housing units and the centralized visiting area. The Contractor shall be responsible for all
36 maintenance, security and costs associated with space designated for Government staff.
37

38 The Contractor shall provide no less than five (5) parking spaces for DOJ's staff use.
39
40

PART I - THE SCHEDULE

SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SERVICES AND PRICES

(a) NONPERSONAL SERVICES

The contractor shall provide all personnel, equipment, tools, materials, supervision, and other items and services necessary to perform the management and operation of a contractor-owned/contractor-operated detention facility for federal detainees as defined in this Request for Proposal (RFP).

These comprehensive detention services will serve a population principally consisting of individuals charged with federal offenses and detained while awaiting trial or sentencing.

The period of performance for any contract, which the Government may award under the terms and conditions of this RFP, will be for a five-year base period, with up to three five-year options to extend. Potentially, the contract could be for a twenty year period.

(b) PRICING INSTRUCTIONS

For purposes of this solicitation, the offeror must submit an offer for the total five-year base period requirement and each option period. The prices will be for providing all services as required by the solicitation.

For each performance year of the multi-year base and option periods, the Government will notify the contractor that funds are available for performance no later than the first day of the pertinent fiscal year. If the contractor is not notified funds are available, cancellation of the contract will occur within 60 days of the start of the pertinent fiscal year.

Accordingly, years two, three, four and five of the base are subject to cancellation in the event funds are not available. The cancellation ceilings for the base period years are as follows:

- Year 2 - 30% of the Total Base Period Price
- Year 3 - 15% of the Total Base Period Price
- Year 4 - 15% of the Total Base Period Price
- Year 5 - 15% of the Total Base Period Price

There is no cancellation fee for option periods. Any cancellation and related contractor claim for costs will be handled according to FAR 52.217-2, Cancellation under Multi-year Contracts (See Section I of the solicitation) and the cancellation ceilings set forth above.

(c) **PRICING SCHEDULE**

For purposes of price evaluation and according to the above instructions, the offeror must enter the proposed prices on the Pricing Schedules as provided below:

Five Year Base Period: For the base period, offeror must submit one fixed price. The price will be for providing all services as required by the RFP for an Average Daily Population (ADP) aggregated monthly at 3200 prisoners as stated in the individual schedules. Monthly payment shall be based upon the contractor's fixed price divided by 60 (the number of months within the performance period).

Fixed Incremental Unit Price - Offeror must submit an incremental unit price which will apply only when the daily population exceeds 3200 to 3900 of the designated bed space.

Option Periods - Offeror must follow the directions provided above for each option period. Monthly payment will be based upon the contractor's fixed price divided by 60 (the number of months within the option performance period).

See attached Pricing Schedules.