

CONSOLIDATED QUESTIONS & ANSWERS

HSCEDM-11-R-00005RFP

AMENDMENT 00002

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Consolidated Questions & Answers

Question #1 - Is this acquisition for Karnes City or Pearsall or for a new facility?

Answer

As stated in the announcement, it is for a detention facility for a minimum 1800 beds as stated in the SOO, location of the facility shall be within 30 mile radius of Interstate-35 in Frio, Medina or Atascosa Counties, Texas

Question #2 - Does the scope of work for the San Antonio ICE facility include the maintenance/testing of fire alarm and sprinkler systems?

Answer

The solicitation is for a contractor owned, contractor operated facility that meets the requirements outlined in the Statement of Objectives (SOO).

Question #3 - Regarding the Detentions Services - Official Request for Proposal, is the technical POC contact information available for release? Also, is there an estimated value range for this opportunity?

Answer

In accordance with SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS, under 1.0 General, Offerors shall submit questions requesting clarification of solicitation requirements via electronic mail to Amy.Wire@dhs.gov.

Question #4 - Regarding this detention services solicitation, does the line of work include fire alarm/sprinkler maintenance for the facilities?

Answer

The solicitation is for a contractor owned, contractor operated facility that meets the requirements outlined in the Statement of Objectives (SOO).

Question #5 - Standard Form 33, section 9, states response are due noon on April 5, 2011. Section L.2.1 states that the proposals are due to the ICE no later than 12:00 pm on March 24, 2011. Can ICE please clarify the due date of responses?

Answer

ICE issued Amendment 0001 to the solicitation to correct the Standard Form 33 Section 9 to reflect proposal due date to no later than 12:00pm on March 24, 2011.

Question #6 - *The contract is stated to be a base year of one year with four one-year options. Will ICE consider a contract term of 10 years, inclusive of a 2-year base with four 2-year option periods similar to what is being proposed under the Aurora pre-solicitation notice?*

Answer

ICE has considered various periods of performance prior to releasing the RFP. As a result of those considerations, it was determined that the period of performance for this procurement is one *base year of one year with four one-year options*.

Question #7 - *What is the minimum guarantee the government is providing under this RFP? The current contract provides for a 60% guarantee. A higher minimum guarantee will result in a lower base per diem, which is in the best interest of ICE.*

Answer: The RFP does not list a minimum guarantee; however, it does not restrict offerors from proposing alternatives as long as it meets the 1800 bed minimum requirement outlined in the RFP. Offerors are permitted to offer alternate pricing in their responses provided it meets the minimum requirements outlined in the RFP. However, any alternate pricing must be able to be evaluated by the Government in accordance with Factor 3: Price under Section M without having to contact the offeror

Question #8 - Question from Attachment 1 – Deliverables and Performance Standards; PAGE: 1-2*The Acceptance Criteria column for each of the Tasks listed, except for the Monthly Status Report Task, states, “Any Contract Discrepancy Report that sites contract deficiencies that are not corrected in 1 day may result in a reduction up to [x]% of the monthly invoice for this CLIN.” Please clarify that the intended requirement for correction of deficiencies sited was indeed “1 day”, and if so, please explain what is meant by “corrected”. For example, a piece of equipment which needs to be ordered, approved, and scheduled for repair, cannot realistically be fixed in a day. Furthermore, any situation which would involve the creation of a corrective action may take several days to investigate and formulate a viable plan. Therefore, by “corrected”, is it the Department’s intent that the deficiency simply be noted? We would like to propose revised language to read as follows: Any Contract Discrepancy Report that sites contract deficiencies that are not corrected per the time prescribed in an approved corrective action plan may result in a reduction up to [x]% of the monthly invoice for this CLIN.*

Answer

The intended requirement for correction of deficiencies is “1 day.” The verbiage does include the caveat that deficiencies not corrected in one day “may” result in a reduction.

Question #9 – The QASP references, in many sections, attachments 5A, 5B, and 5C. Please verify that these attachments should read: 2A, 2B, and 2C.

Answer

Throughout the QASP, any reference made to attachments 5, 5A, 5B, or 5C is incorrect. Attachment 2 is revised in Amendment 00002 to reflect the appropriate numbering.

Question #10 – Attachment 2 – QASP; PAGE: 2-3. On page 2-3 of the QASP, there is section 2-Definitions, and section 4 – Quality Control Plan. Section 3 appears to be missing.

Answer

Corrected in Amendment 00002

Question #11 – SECTION: L.2.1 Instructions, Conditions and Notices to Offerors; PAGE: 45: Section L.2.1 states “...one (1) original proposal and two (3) copies. Can ICE please clarify the number of copies to be submitted?”

Answer

Corrected in Amendment 00002 to reflect number of copies to be submitted with original in Section L. 2.1 to read “...one (1) original proposal and three (3) copies.”

Question #12 – SECTION: L.2.3 Proposal Limit; PAGE: 46: Proposal Limit requests facility drawings and diagrams to accompany documentation. Question: Please clarify whether the referenced facility drawings and diagrams are in support of the NEPA documentation or is ICE requesting site plans of the proposed facility.

Answer

See Amendment 00002 revision of the second bullet.

Question #13 – Numbering under 3.2.4 Management Plan

Answer

The numbering under 3.2.4 Management Plan has been revised

CHANGE PAGES TO RFP

HSCEDM-11-R-00005RFP

AMENDMENT 00002

submit via US Mail, UPS, FedEx or choice of carrier or in person, one (1) original proposal and three (3) copies. In addition, three (3) CD's with the exact information that was submitted via hard-copy shall be submitted. If proposals are to be mailed or hand delivered, mail to the following address: Immigration Customs and Enforcement ATTN Amy Wire 801 I Street NW Suite 910-29 Washington, DC 20536 (Phone: 202-732-2387). Offerors must comply with the detailed instructions for the format and content of the proposal. Proposals that do not comply with the detailed instructions for the format and content of the proposal may be considered non-responsive and may render the Offeror ineligible for award.

2.2 Proposal format

In order to maximize efficiency and minimize the time for proposal evaluation, it is required that all Offerors submit their proposals in accordance with the format and content specified. Volumes I, II, III and IV shall be separately bound. The CD proposals shall be prepared so that if an evaluator prints the proposal it meets the following format requirements:

- 8.5 x 11 inch paper
- Single spaced typed lines
- No graphics or pictures (Except for company logo in header)
- Tables are allowed for Staffing Plan and Key Personnel
- 1 inch margins
- 12 point Times New Roman Font in text
- No hyperlinks
- MS Word Software.

2.3 Proposal limit

Proposals shall be limited to the following submissions and pages:

Volume I

2.3.1 Legal Offer: Identification and Page Limit Cover Letter: 1 page

2.3.2 Signed SF 33

2.3.3 Section B – CLINS 0001 through CLIN 4006 and all options proposed price

2.3.4 Section C –Performance Work Statement: No Limit

2.3.5 Section K: No Limit

2.3.6 Facility Location

The proposal shall state if the Offeror will construct a facility solely for this requirement or if the offeror intends to utilize an existing facility. In addition, the Offeror shall provide the full street address of the facility (new or existing).

Volume II

2.3.7 Quality Control Plan – Detention Services: 20 pages

2.3.8 Transition Plan – Detention Services: 5 Page Limit

2.3.9 List of Key Personnel/Resumes – Detention Services: Key Personnel Summary shall be 2 Page/Resumes: 2 Page Limit per key personnel

2.3.10 Management Plan - 25 Page Limit

2.3.11 Subcontracting Plan – 75 Page Limit

Volume III

2.3.12 Past Performance – Detention Services: 10 Page Limit per past performance.

Volume IV

The Offeror shall provide on a CD the following as part of the proposal:

- Any and all NEPA compliance documents, in accordance with the SOO
- Facility drawings and diagrams to accompany proposal submission.

3.0 Proposal Content

3.1 Cover Letter

The proposal shall include a cover letter that identifies all enclosures being transmitted as part of the proposal. The letter shall reference the solicitation number and acknowledge that it transmits and offer in response to the solicitation. It shall state proposal validity through 12:00PM EST June 15, 2011.

3.1.1 Signed SF 33

Blocks 13, 14, 15, 16, and 18 of page 1 of Standard Form 33 will be completed by Offerors and Block 17 shall be signed to show that the offeror has read and agrees to comply with all the conditions and instructions provided in the solicitation document.

3.1.2 Section B

CLINs 0001 through CLIN 4006 are to be filled-in by the Offeror.

3.1.3 Section C

The Offeror shall submit a Performance Work Statement (PWS) that provides the details as to how they will meet the requirements outlined in the SOO contained within the solicitation.

3.1.4 Section K

To be completed in its entirety by the Offeror.

3.2 Technical Capability

3.2.1 Quality Control Plans

The Offeror shall describe its approach to planning and executing a quality control and assurance process throughout the life of the contract that will fully meet the standards set forth in the RFP and all statutory and regulatory requirements. The description should address, at a minimum:

- Inspections
- Methodology
- Supervisory Plan
- Communication Plan

3.2.2 Transition Plan

The transition plan shall illustrate how the Offeror will provide a seamless transition between itself and the predecessor Contractor(s) to ensure minimal disruption to vital Contractor services and Government activities. The transition plan shall address, at a minimum, the following areas:

- Recruitment
- Training of new and incumbent employees
- Licenses and Permits
- Insurance
- Identification of Priority Guard Posts
- Background Investigations

3.2.3 Key Personnel/Resumes

One (1) resume for each key personnel identified in SOO:

- Warden/Facility Director
- Assistant Warden/Assistant Facility Director
- Chief of Security
- Quality Assurance Manager
- Corporate Security Officer

3.2.4 Management Plan

The Offeror shall provide a management plan that addresses, at a minimum, the following areas:

3.2.4.1 Understanding of the Statement of Objectives (SOO)

3.2.4.2 Understanding of the relevance of the SOO to successful contract performance

- 3.2.4.3 Understanding of how management differs from supervision in the context of the SOO
- 3.2.4.4 An explanation of how the Offeror specifically plans to help ERO achieve the SOO
- 3.2.4.5 A demonstration of how the Offeror understands the SOO through its Performance Measures and Incentives/Disincentives
- 3.2.4.6 A commitment by the Offeror to successfully achieving the SOO as demonstrated by the extent to which the Offeror will realistically put its profits at risk through the meaningful incentives/disincentives proposed
- 3.2.4.7 An explanation of how the Offeror will acquire and maintain a reserve guard force for temporary or emergency staffing that is sufficient to meet the requirements of the SOO
- 3.2.4.8 An explanation of how the Offeror will meet the 2008 Operations Manual ICE Performance Based National Detention Standards

3.2.5 Past Performance Questionnaire

The Offeror shall use Attachment 7 – Past Performance Questionnaire to obtain at least two (2) and up to five (5) past performance references that reflect recent relevant detention service experience performed within the last five (5) years. References should be able to demonstrate the Offerors' relevant experience, corporate commitment, quality of services, timeliness, and utilization of resources. The reference should also describe any subcontracting performance or any partnering relationship. Personnel specifically being referenced in response to this solicitation should be identified if they had a role in the services provided in a past performance reference. The Government may also use other information available from Government sources to evaluate an Offeror's past performance. The Government reserves the right to limit or expand the number of references it decides to contact and to contact references other than those provided by the Offeror.

3.3 Past Performance Information Instructions

The Government is seeking to determine whether the Offeror has experience that will enhance its technical and management capability to perform and whether it consistently delivers quality services in a timely and cost effective manner. The information described below will be used in the evaluation of past performance, and shall be separate and clearly marked. Offerors shall submit the following past performance information:

A list of at least two (2) and up to five (5) most recent completed or active contracts or subcontracts for related or similar services. The Government will evaluate past performance on contracts that are similar in nature to the requirements of this RFP. Contracts listed shall include those entered into with the Federal Government, agencies of state and local governments, or commercial customers. Include the requested information for each contract.

CHANGE PAGES TO QASP

HSCEDM-11-R-00005RFP

AMENDMENT 00002

ATTACHMENT (2)

QUALITY ASSURANCE

SURVEILLANCE PLAN

(QASP)

1. INTRODUCTION

ICE's Quality Assurance Surveillance Plan (QASP) is based on the premise that the Service Provider, and not the Government, is responsible for the day-to-day operation of the Facility and all the management and quality control actions required to meet the terms of the Agreement. The role of the Government in quality assurance is to ensure performance standards are achieved and maintained. The Service Provider shall develop a comprehensive program of inspections and monitoring actions and document its approach in a Quality Control Plan (QCP). The Service Provider's QCP, upon approval by the Government, will be made a part of the resultant Agreement.

This QASP is designed to provide an effective surveillance method to monitor the Service Provider's performance relative to the requirements listed in the Agreement. The QASP illustrates the systematic method the Government (or its designated representative) will use to evaluate the services the Service Provider is required to furnish.

This QASP is based on the premise the Government will validate that the Service Provider is complying with ERO-mandated quality standards in operating and maintaining detention facilities. Performance standards address all facets of detainee handling, including safety, health, legal rights, facility and records management, etc. Good management by the Service Provider and use of an approved QCP will ensure that the Facility is operating within acceptable quality levels.

2. DEFINITIONS

Performance Requirements Summary (Attachment 2A): The Performance Requirements Summary (PRS) communicates what the Government intends to qualitatively inspect. The PRS is based on the American Correctional Association (ACA) Standards for Adult Local Detention Facilities (ALDF) and ICE 2008 Performance Based National Detention Standards (PBNDS). The PRS identifies performance standards grouped into nine (9) functional areas, and quality levels essential for successful performance of each requirement. The nine (9) functional areas are safety, security, order, care, activities, justice, admin & management, workforce integrity and detainee discrimination. The PRS is used by ICE when conducting quality assurance surveillance to guide them through the inspection and review processes.

Functional Area: A logical grouping of performance standards.

Contracting Officer's Technical Representative (COTR): The COTR interacts with the Service Provider to inspect and accept services/work performed in accordance with the technical standards prescribed in the Agreement. The Contracting Officer issues a written memorandum that appoints the COTR. Other individuals may be designated to assist in the inspection and quality assurance surveillance activities.

Performance Standards: The performance standards are established in the ERO ICE 2008 PBNDS at <http://www.ice.gov/partners/dro/PBNDS/index.htm>, as well as the ACA standards for ALDF. Other standards may also be defined in the Agreement.

Measures: The method for evaluating compliance with the standards.

Acceptable Quality Level: The minimum level of quality that will be accepted by ICE to meet the performance standard.

Withholding: Amount of monthly invoice payment withheld pending correction of a deficiency. See Attachment 2A for information on the percentages of an invoice amount that may be withheld for each functional area. Funds withheld from payment are recoverable (See Sections 7 and 8) if the COTR and Contracting Officer confirm resolution or correction, and should be included in the next month's invoice.

Deduction: Funds may be deducted from a monthly invoice for an egregious act or event, or if the same deficiency continues to occur. The Service Provider will be notified immediately if such a situation arises. The Contracting Officer in consultation with the ERO will determine the amount of the deduction. Amounts deducted are not recoverable.

3. QUALITY CONTROL PLAN

The Service Provider shall develop, implement, and maintain a Quality Control Plan (QCP) that illustrates the methods it will use to review its performance to ensure it conforms to the performance requirements. (See Attachment 2A for a summary list of performance requirements.) Such reviews shall be performed by the Service Provider to validate its operations, and assure ICE that the services meet the performance standards.

The Service Provider's QCP shall include monitoring methods that ensure and demonstrate its compliance with the performance standards. This includes inspection methods and schedules that are consistent with the regular reviews conducted by ERO. The reports and other results generated by the Service Provider's QCP activities should be provided to the COTR as requested.

The frequency and type of the Service Provider's reviews should be consistent with what is necessary in order to ensure compliance with the performance standards, but no less frequent than what is described in the Government's monitoring instrument/worksheets (See Attachment 2B).

The Service Provider is encouraged not to limit its inspection to only the processes outlined in the 2008 PBNDS; however, certain key documents shall be produced by the Service Provider to ensure that the services meet the performance standards. Some of the documentation that shall be generated and made available to the COTR for inspection is listed below. The list is intended as illustrative and is not all-inclusive. The Service Provider shall develop and implement a program that addresses the specific requirement of each standard and the means it will use to document compliance.

- Written policies and procedures to implement and assess operational requirements of the standard
- Documentation and record keeping to ensure ongoing operational compliance with the standards (e.g.; inventories, logbooks, register of receipts, reports)

- Staff training records
- Contract discrepancy reports (CDRs)
- Investigative reports
- Medical records
- Records of investigative actions taken
- Equipment inspections
- System tests and evaluation

4. METHODS OF SURVEILLANCE

ICE will inspect the Service Provider's facility and operations using worksheets it developed for this purpose. All facilities will be subject to an annual full facility review. The Government's annual full facility reviews will use the monitoring instruments embedded in the standards.

Facilities with 500+ beds have an on-site COTR and/or designees who will perform regular and more frequent inspections using the worksheet in Attachment 2B. This worksheet, which distills some 600 review areas included in the standards, will help the COTR or designee assess overall performance, by reviewing specific items within the nine 9 functional areas (listed in section 2) on a daily, weekly, monthly, and/or quarterly basis. Both annual and routine inspections will include a review of the Service Provider's QCP activities including the reports and results generated by them.

The COTR or designee will evaluate the Service Provider's performance by (a) conducting site visits to assess the Facility and detainee conditions, (b) reviewing documentation, and (c) interviewing the Service Provider's personnel and/or detainees. NOTE: For day-to-day activities, the Government will conduct its surveillance using the worksheets created for this purpose, along with the Contract Discrepancy Reports (See Attachment 2C) and the "Compliance Monitoring Tool" set forth in Attachment 2B. Where ERO detention standards are referenced for annual review purposes, the "Monitoring Instruments" and "Verification Sources" identified in the ERO detention standard will be used.

4.1 Site Visits: Site visits are used to observe actual performance and to conduct interviews to determine the extent of compliance with performance standards, and to ensure any noted defects are effectively addressed and corrected as quickly as possible. Sites with 500+ beds will have an on-site COTR and/or designee. Routine reviews may involve direct observation of the Service Provider personnel performing tasks, interacting with detainees and other staff members, and/or reviewing documentation that demonstrates compliance with the ERO detention standards. On-site inspections may be performed by the COTR or by other parties designated as representatives of ICE. Inspections may be planned (e.g., annual inspections and the regular inspections identified in Attachment 2B) or ad-hoc.

4.2 Ad-Hoc: These inspections are unscheduled and will be conducted as a result of special interests arising from routine monitoring of the Service Provider's QCP, an unusual occurrence pertaining to the Agreement or other ICE concerns. These inspections may also be used as a follow-up to a previous inspection. Inspection findings will be provided to the Service Provider as appropriate.

When visiting a site, either the COTR or a designated third party may conduct their own inspections of Service Provider performance activities, or accompany the Service Provider's designated Quality Control Inspector (QCI) on scheduled inspections. The COTR may also immediately inspect the same area as soon as the QCI has completed the quality control inspection to determine if any surveillance areas were overlooked. The COTR may also inspect an area prior to the QCI and compare results. The COTR will record all findings; certain deficiencies noted will be provided in writing and shall be corrected within a reasonable amount of time (See Attachment 2B).

4.3 Review of Documentation: The Service Provider shall develop and maintain all documentation as prescribed in the PBNDS (e.g., post logs, policies, and records of corrective actions). In addition to the documentation prescribed by the standards, the Service Provider shall also develop and maintain documentation that demonstrates the results of its own inspections as prescribed in its QCP. The COTR will review both forms of documentation to affirm that the facility conditions, policies/procedures, and handling of detainees all conform to the performance standards stated herein. When reviewing the Service Provider's documentation, the Government may review 100% of the documents, or a representative sample. Documentation may be reviewed during a site visit, or at periodic points throughout the period of performance.

4.4 Interviews and Other Feedback: The COTR may interview key members (and/or additional staff in required) of the Service Provider's staff, detainees and other Government personnel to ascertain current practices and the extent of compliance with the performance standards.

5. FUNCTIONAL PERFORMANCE AREAS AND STANDARDS

To facilitate the performance review process, the required performance standards are organized into nine functional areas. Each functional area represents a proportionate share (i.e., weight) of the monthly invoice amount payable to the Service Provider based on meeting the performance standards. Payment withholdings will be based on these percentages and weights applied to the overall monthly invoice.

ICE may, consistent with the scope the Agreement, unilaterally change the functional areas and associated standards affiliated with a specific functional area. The Contracting Officer will notify the Service Provider at least 30 calendar days in advance of implementation of the new standard(s). If the Service Provider is not provided with the notification, adjustment to the new standard shall be made within 30 calendar days after notification. If any change affects pricing, the Service Provider may submit a request for equitable price adjustment in accordance with the "Changes" clause. ICE reserves the right to develop and implement new inspection techniques and instructions at any time during performance without notice to the Service Provider, so long as the standards are not more stringent than those being replaced.

6. FAILURE TO MEET PERFORMANCE STANDARDS

Performance of services in conformance with the PRS is essential for the Service Provider to receive full payment as identified in the Agreement. The Contracting Officer may take deductions against the monthly invoices for unsatisfactory performance documented through surveillance of the Service Provider's activities gained through site inspections, reviews of

documentation (including monthly QCP reports), interviews and other feedback. As a result of this surveillance, the Service Provider will be assigned the following rating relative to each performance standard:

Rating	Description
Acceptable	Based on the measures, the performance standard is demonstrated.
Deficient	Based on the measures, compliance with most of the attributes of the performance standard is demonstrated or observed with some area(s) needing improvement. There are no critical areas of unacceptable performance
At-Risk	Based on the performance measures, the majority of a performance standard's attributes are not met.

Using the above standards as a guide, the Contracting Officer will implement adjustments to the Service Provider's monthly invoice as prescribed in Attachment 2A

Rather than withholding funds until a deficiency is corrected, there may be times when an event or a deficiency is so egregious that the Government *deducts* (vs. "withholds") amounts from the Service Provider's monthly invoice. This may happen when an event occurs, such as sexual abuse, when a particular deficiency is noted more than once without correction, or when the Service Provider has failed to take timely action on a deficiency about which he was properly and timely notified. The amount deducted will be consistent with the relative weight of the functional performance area where the deficiency was noted. The deduction may be a one-time event, or may continue until the Service Provider has either corrected the deficiency, or made substantial progress in the correction.

Further, a deficiency found in one functional area may tie into another functional area. If a detainee escaped, for example, a deficiency would be noted in "Security," and may also relate to a deficiency in the area of "Administration and Management."

7. NOTIFICATIONS

- (a) Based on the inspection of the Service Provider's performance, the COTR will document instances of deficient or at-risk performance (e.g., noncompliance with the standard) using the CDR located at Attachment 2C. To the extent practicable, issues should be resolved informally, with the COTR and Service Provider working together. When documentation of an issue or deficiency is required, the procedures set forth in this section will be followed.
- (b) When a CDR is required to document performance issues, it will be submitted to the Service Provider with a date when a response is due. Upon receipt of a CDR, the Service Provider shall immediately assess the situation and either correct the deficiency as quickly as possible or prepare a corrective action plan. In either event, the Service Provider shall return the CDR with the action planned or taken noted. After the COTR reviews the Service Provider's response to the CDR including its planned remedy, the COTR will either accept the plan or correction or reject the correction or plan for revision and provide an explanation. This

process should take no more than one week. The CDR shall not be used as a substitute for quality control by the Service Provider.

- (c) In the event of an emergency, the COTR, in addition to any other designated ICE official, shall be notified immediately. Emergencies include, but are not limited to the following: activation of disturbance control team(s); disturbances (including gang activities, group demonstrations, food boycotts, work strikes, work-place violence, civil disturbances, or protests); staff use of force including use of lethal and less-lethal force (includes detainees in restraints more than eight hours); assaults on staff or detainees resulting in injuries requiring medical attention (does not include routine medical evaluation after the incident); fights resulting in injuries requiring medical attention; fires; full or partial lock down of the Facility; escape; weapons discharge; suicide attempts; deaths; declared or non-declared hunger strikes; adverse incidents that attract unusual interest or significant publicity; adverse weather (e.g., hurricanes, floods, ice or snow storms, heat waves, tornadoes); fence damage; power outages; bomb threats; significant environmental problems that impact the Facility operations; transportation accidents resulting in injuries, death or property damage; and sexual assaults. Note that in an emergency situation, a CDR may not be issued until an investigation has been completed.
- (d) If the COTR concludes that the deficient or at-risk performance warrants a withholding or deduction, the COTR will include the CDR in its monthly report, with a copy to the Contracting Officer. The CDR will be accompanied by the COTR's investigation report and written recommendation for any withholding. The Contracting Officer will consider the COTR's recommendation and forward the CDR along with any relevant supporting information to the Service Provider in order to confirm or further discuss the prospective cure, including the Government's proposed course of action. As described in section 7 above, portions of the monthly invoice amount may be withheld until such time as the corrective action is completed or a deduction may be taken.
- (e) Following receipt of the Service Provider's notification that the correction has been made, the COTR may re-inspect the Facility. Based upon the COTR's findings, he or she will recommend that the Contracting Officer continue to withhold a proportionate share of the payment until the correction is made, or accept the correction as final and release the full amount withheld for that issue.
- (f) If funds have been withheld and either the Government or the Service Provider terminates the Agreement, those funds will not be released. The Service Provider may only receive withheld payments upon successful correction of an instance of non-compliance. Further, the Service Provider is not relieved of full performance of the required services hereunder; the Agreement may be terminated upon adequate notice from the Government based upon any once instance, or failure to remedy deficient performance, even if a deduction was previously taken for any inadequate performance.
- (g) The COTR will maintain a record of all open and resolved CDRs.

8. DETAINEE OR MEMBER OF THE PUBLIC COMPLAINTS

The detainee and the public are the ultimate recipients of the services identified in this Agreement. Any complaints made known to the COTR will be logged and forwarded to the Service Provider for remedy. Upon notification, the Service Provider shall be given a pre-specified number of hours after verbal notification from the COTR to address the issue. The Service Provider shall submit documentation to the COTR regarding the actions taken to remedy the situation. If the complaint is found to be invalid, the Service Provider shall document its findings and notify the COTR.