

The Honorable Robert J. Bryan

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**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA**

UGOCHUKWU GOODLUCK NWAUZOR,
FERNANDO AGUIRRE-URBINA,
individually and on behalf of all those
similarly situated,

Plaintiffs/Counter-Defendants,

v.

THE GEO GROUP, INC.,

Defendant/Counter-Claimant.

Case No. 3:17-cv-05769-RJB

**DECLARATION OF COLIN L. BARNACLE
IN SUPPORT OF DEFENDANT THE GEO
GROUP, INC.’S MOTION FOR SUMMARY
JUDGMENT**

I, Colin L. Barnacle, make the following statement under oath subject to the penalty of perjury pursuant to the laws of the United States and the State of Washington:

1. I am the attorney for The GEO Group, Inc. in the above-captioned matter. I am over the age of eighteen (18), and I am competent to testify in this matter.

2. Attached are true and correct copies of the following exhibits:

EXHIBIT A: Attached as Exhibit A is the 2015 agreement for GEO’s Operation of the Northwest Ice Processing Center (“NWIPC”), contract HSCEDM-15-D-00015 (“2015 ICE Contract”). This document was previously submitted in connection with the declaration of Amber Martin in the State of Washington v. The GEO Group, Case No. 17-cv-05806, ECF 246-3 (July 2, 2019). As noted in the caption of the document, this contract was also submitted for the above-captioned case. Under the terms of the Protective Order, Exhibit A is filed under seal.

1 **EXHIBIT B:** Attached as Exhibit B are excerpts from the deposition of Plaintiff
2 Ugochukwu Nwauzor taken by GEO on June 19, 2018.

3 **EXHIBIT C:** Attached as Exhibit C is the Declaration of Tae Johnson, Assistant
4 Director, Custody Management Division, Enforcement and Removal Operations, U.S.
5 Immigration and Customs Enforcement, U.S. Department of Homeland Security. This
6 declaration was previously submitted in *State of Washington v. The GEO Group*, Case No. 17-
7 cv-05806, ECF 91 (August 3, 2018).

8 **EXHIBIT D:** Attached as Exhibit D is a Detainee Handbook from the NWIPC,
9 previously produced in this litigation at bates numbers GEO-Nwauzor 015062-GEO-Nwauzor
10 015101.

11 **EXHIBIT E:** Attached as Exhibit E is the 2009 agreement for GEO’s Operation of the
12 NWIPC, contract HSCEDM-10-D-00001 (“2009 ICE Contract”). This document was previously
13 submitted in connection with the declaration of Amber Martin in the *State of Washington v. The*
14 *GEO Group*, Case No. 17-cv-05806, ECF 246-2 (July 2, 2019). As noted in the caption of the
15 document, this contract was also submitted for the above-captioned case. In lieu of filing this
16 document under seal, GEO submits a redacted version that was previously filed at Docket
17 Number 246-4 in the State of Washington case.

18 **EXHIBIT F:** Attached as Exhibit B are excerpts from the deposition of Erwin Delacruz
19 taken by Plaintiffs on December 2, 2019.

20 **EXHIBIT G:** Attached as Exhibit G are excerpts from the 30(b)(6) Deposition of the
21 State of Washington, witness Byron Eagle from the Special Commitment Center, taken by GEO
22 on December 5, 2019.

23 **EXHIBIT H:** Attached as Exhibit H is the Declaration of Julie Williams. This
24 declaration was previously submitted in *State of Washington v. The GEO Group*, Case No. 17-
25 cv-05806, ECF 304 (September 13, 2019).
26
27

1 **EXHIBIT I:** Attached as Exhibit I is “Responses to Inmate Worker Questions,”
2 previously submitted in *State of Washington v. The GEO Group*, Case No. 17-cv-05806, ECF
3 300 (September 10, 2019).

4 **EXHIBIT J:** Attached as Exhibit J are excerpts from the deposition of Sean Murphy,
5 taken by GEO on December 19, Exhibit J2019.

6 **EXHIBIT K:** Attached as Exhibit G are excerpts from the 30(b)(6) Deposition of the
7 State of Washington, witness Debra Jean Eisen from Department of Corrections, taken by GEO
8 on December 13, 2019.

9 **EXHIBIT L:** Attached as Exhibit L is GEO’s contract with the State of Washington.
10 This document was previously submitted in *State of Washington v. The GEO Group*, Case No.
11 17-cv-05806, ECF 107-7 (July 2, 2019).

12 **EXHIBIT M:** Attached as Exhibit M is the Year End Report for the Northwest Detention
13 Center. Under the terms of the Protective Order, Exhibit M is filed under seal.

14 Dated this 2nd day of January, 2020 at Denver, Colorado.

15 Akerman, LLP

16 s/ Colin L. Barnacle
17 Colin L. Barnacle, (Admitted *pro hac vice*)
18 Attorney for Defendant The GEO Group, Inc.

PROOF OF SERVICE

I hereby certify on the 2nd day of January 2020, pursuant to Federal Rule of Civil Procedure 5(b), I electronically filed and served the foregoing **DECLARATION OF COLIN L. BARNACLE IN SUPPORT OF DEFENDANT THE GEO GROUP, INC.’S MOTION FOR SUMMARY JUDGMENT** via the Court’s CM/ECF system on the following:

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s/ Nick Mangels

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EXHIBIT B

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THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT TACOMA

CHAO CHEN, individually and)	
on behalf of all those)	No. 3:17-cv-05769-RJB
similarly situated,)	
)	
Plaintiff,)	
)	
v.)	
)	
THE GEO GROUP, INC., a)	
Florida corporation,)	
)	
Defendant.)	

VIDEO-RECORDED DEPOSITION UPON ORAL EXAMINATION OF
NWAUZOR UGOCHUKWU
June 19, 2018
Fircrest, Washington

Taken Before:

Laura A. Gjuka, CCR #2057
Certified Shorthand Reporter

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1 my language. What I'm doing, like, learning. It's not
2 my language.

3 Q Okay.

4 A Yeah.

5 Q So you got into the United States -- you waited in a
6 long line, you got into the United States and you
7 requested asylum, correct?

8 A Yeah.

9 Q Okay. Do you understand that the Department of Homeland
10 Security had to check you out to make sure you were not
11 a threat to the United States, correct?

12 A I believe.

13 Q Okay. And so while you were seeking asylum, they put
14 you in a detention center, correct?

15 A Yes.

16 Q You were in the custody of Department of Homeland
17 Security, right? ICE, Immigration and Customs
18 Enforcement, correct?

19 A Yeah.

20 Q Okay. And they placed you at Northwest Detention
21 Center, correct?

22 A Yes, sir.

23 Q Were you at any other locations other than Northwest
24 Detention Center?

25 A Yeah, in California. I spent some weeks in California

1 you provided three meals a day?

2 A Yeah.

3 Q All right. Were you provided clothing?

4 A Yeah.

5 Q Were you provided medical care whenever you needed it?

6 A Yeah.

7 Q Did you ever need medical care?

8 A When I need, I go.

9 Q Okay.

10 A Yeah.

11 Q And did you ever need it?

12 A Yeah. I was when I have the dentist.

13 Q Okay. So you also went and got dental care when you
14 were at Northwest Detention Center?

15 A Yeah. Yeah.

16 Q Okay. What was wrong with your teeth?

17 A I was having bleeding.

18 Q Bleeding?

19 A Yeah.

20 Q And what did they do for you?

21 A They give me some, you know -- some mouthwash and, you
22 know, that's -- and they check my teeth with the
23 machine, you know. Try to see if something is wrong,
24 you know.

25 Q Did they take x-rays of your teeth?

1 A Yeah. There was a time they called me, when I have an
2 appointment, like make me kind of, you know, check, you
3 know. Yeah.

4 Q Were you seen by a dentist? A dentist?

5 A Yeah, a doctor.

6 Q Okay. A doctor. Okay. All right.

7 other than -- how many times did you go to the
8 doctor for your -- your teeth?

9 A Yeah. If -- they told me they're going to -- try to
10 clean bottom of my teeth because they didn't clean it.
11 They give me appointment, but before the appointment I
12 left the detention.

13 Q Okay. So you had another appointment but you were
14 released from --

15 A Yeah. When I release through the help of world Relief,
16 I did it. Yeah.

17 Q Did you understand that while you were seeking asylum
18 from the United States, that the United States held you
19 in custody until you got asylum?

20 MR. BERGER: Objection. Calls for a legal
21 conclusion. You can go ahead and answer.

22 BY MR. DEACON:

23 Q Do you know if ICE was holding you at Northwest
24 Detention Center?

25 A I know that I fall in the hand of America.

EXHIBIT C

THE HONORABLE ROBERT J. BRYAN

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA

STATE OF WASHINGTON,	
	Plaintiff,
v.	
THE GEO GROUP, INC.,	
	Defendant.

Case No.: 3:17-cv-05806-RJB

DECLARATION OF TAE D. JOHNSON
ASSISTANT DIRECTOR, CUSTODY
MANAGEMENT DIVISION,
ENFORCEMENT AND REMOVAL
OPERATIONS (ERO) UNITED STATES
IMMIGRATION AND CUSTOMS
ENFORCEMENT (ICE) DEPARTMENT
OF HOMELAND SECURITY (DHS)

I, Tae D. Johnson, make the following statement under oath subject to the penalty of perjury pursuant to the laws of the United States and the State of Washington:

1. My name is Tae D. Johnson. I am competent to testify in these matters in that I am over the age of majority and I am familiar with the subjects discussed herein.
2. I am a member of the Senior Executive Service serving as the Assistant Director, Custody Management Division, Enforcement and Removal Operations (ERO), U.S. Immigration and Customs Enforcement (ICE), U.S. Department of Homeland Security (DHS), in Washington, D.C. I have held this position since January 2, 2011. My current work address is: 500 12th Street Southwest, Washington, D.C. 20536.

DECLARATION OF TAE JOHNSON
ENFORCEMENT AND REMOVAL OPERATIONS
UNITES STATES IMMIGRATION AND CUSTOMS ENFORCEMENT

- 1 3. I hold a Bachelor of Science degree in accounting from Salisbury University in Salisbury,
2 Maryland.
- 3 4. In 1992, I began my federal career in Salisbury, Maryland with the former Immigration and
4 Naturalization Service (INS). For the past 20 years, I have served as a detention enforcement
5 officer, a supervisory detention enforcement officer, a supervisory immigration enforcement
6 agent and deportation officer with INS and ICE.
- 7 5. Since 2011, while at ICE headquarters, I have served as a Unit Chief of the detention standards
8 compliance unit, as Chief of Staff for the Office of Detention Policy and Planning, as Special
9 Assistant to the Assistant Secretary for ICE, and as Deputy Chief of Staff for the Executive
10 Associate Director for ERO.
- 11 6. In my current position as Assistant Director, I oversee and direct the Custody Management
12 Division, which provides policy and oversight for the administrative custody of more than
13 41,000 detainees daily and roughly 375,000 detainees annually. The Custody Management
14 Division oversees and manages ICE detention operations to provide for the safety, security and
15 care of detainees in ICE custody. The ICE detention system consists of more than 250 local
16 and state facilities operating under intergovernmental service agreements, contract detention
17 facilities, ICE-owned facilities and facilities operated by the Bureau of Prisons.
- 18 7. ICE arranges for detention services through three primary types of arrangements. Service
19 Processing Centers (SPCs) are government-owned facilities and are operated directly by ICE.
20 Contract Detention Facilities (CDFs) are contractor-owned-and-operated facilities at which
21 ICE has contracts with private services providers. Intergovernmental Service Agreements
22 (IGSAs) are agreements between ICE and a state or political subdivision of a state, such as a
23 local government. (8 U.S.C. §1103(11)(A)). Sometimes the state or political subdivision then
24 enters into a subcontractor agreement for a private contractor to operate the facility.
- 25 8. Northwest Detention Center (NWDC) in Tacoma, Pierce County, Washington is a CDF, and
26 is within my chain of authority. NWDC operates pursuant to a performance-based contract,
27 which is a results-oriented method of contracting focused on outputs, quality, and outcomes.
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32 DECLARATION OF TAE JOHNSON
33 ENFORCEMENT AND REMOVAL OPERATIONS
UNITES STATES IMMIGRATION AND CUSTOMS ENFORCEMENT

1 Performance-based contracts do not designate *how* a contractor is to perform the work, but
2 rather establishes the expected outcomes and results that the government expects. It is then the
3 responsibility of the contractor to meet the government's requirements at the price the vendor
4 quoted. The NWDC contract is also a firm-fixed price contract, which means that GEO
5 responded to the government's requirements by quoting fully burdened rates (i.e. bed day rate,
6 transportation rate, etc.) at which it would perform the requirements outlined in the contract's
7 Performance Work Statement (PWS). When contracting for detention services in the Seattle
8 Field Office region, ICE sought a firm-fixed price performance-based contract for a full-service
9 facility that would provide the safe and secure detention, transportation, detention
10 management, and ancillary services for up to 1,575 adult detainees.

11
12 9. I am aware that the State of Washington filed a lawsuit, *State v. GEO*, U.S. District Court
13 Western District of Washington ECF Case No. 3:17-cv-05806-RJB, making certain wage-
14 related claims against ICE's contractor, The GEO Group, INC. (GEO). I am also aware that
15 in a related action, *Nwauzor v. GEO*, U.S. District Court Western District of Washington,
16 ECF Case No. 3:17-cv-05806-RJB, ICE detainees filed a class action lawsuit against GEO
17 alleging an entitlement to minimum wages for participating in the VWP.
18
19

20 10. Aliens whom ICE officers and agents arrest for civil immigration violations are those for
21 whom ICE has probable cause to believe are removable from the United States.¹ When an
22 individual is detained in ICE custody, ICE provides for their care and custody under the
23 agency's detention standards. These standards provide for the health and welfare of ICE's
24 detainees.² ICE ensures its custodial supervision obligations are met through a set of
25 standards and inspections to ensure all types of its facilities implement and adhere to ICE's
26
27
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29
30 ¹ See generally 8 U.S.C. § 1357 (2018); see also, 8 U.S.C. § 1101(a)(3), "[t]he term 'alien' means any person not a
citizen or national of the United States."

31 ² See, e.g., <https://www.ice.gov/factsheets/facilities-pbnds>

1 contractual requirements and detention standards. The agency's first set of national detention
2 standards were originally issued in September 2000 to facilitate safe, secure, and humane
3 conditions of confinement, access to legal representation and safe and secure operations
4 across the detention system. The standards established consistency of program operations
5 and management expectations, accountability for compliance and a culture of
6 professionalism.
7

8
9 11. One of the many aspects of ICE's detention standards is the Voluntary Work Program.

10 Among other purposes, the VWP enables detainees to receive an allowance of no less than
11 \$1 per day that they can then save or spend on commissary items. The purpose of the
12 Voluntary Work Program of the 2011 Performance-Based National Detention Standards
13 (PBNDS)³ is to provide detainees opportunities to work and earn money while detained,
14 subject to the number of work opportunities available and within the constraints of the safety,
15 security, and good order of the facility. The intent of the Voluntary Work Program is to
16 reduce the negative impact of confinement through decreased idleness, improved detainee
17 morale, and fewer disciplinary incidents. Money earned through the program also allows
18 detainees to buy commissary goods, and pay for phone calls, etc."
19

20
21
22 12. ICE administers the VWP in its own Services Processing Centers ("SPCs") and according to
23 the PBNDS. According to the NWDC contract with ICE, GEO should manage a detainee
24 work program.⁴ The contract states that Detainee labor shall be used in accordance with the
25 detainee work plan developed by the Contractor, in this case GEO, and will adhere to the ICE
26
27
28

29
30 ³ The Performance-Based National Detention Standards (PBNDS) establishes consistent conditions of confinement,
31 program operations, and management expectations to ensure a safe and secure a detention environment for staff and
32 detainees in the ICE detention system.

33 ⁴ See ICE/GEO NWDC Contract.

1 PBND on the Voluntary Work Program.⁵ The contract also states that “[d]etainee labor
2 shall be used in accordance with the detainee work plan developed by the Contractor and will
3 adhere to the ICE PBND on Voluntary Work Program. The detainee work plan must be
4 voluntary, and may include work or program assignments for industrial, maintenance,
5 custodial, services, or other jobs... Detainees shall not be used to perform the responsibilities
6 or duties of an employee of the Contractor.”⁶
7

8
9 13. Under a 1950 law codified at 8 U.S.C. § 1555(d), ICE is authorized to pay “allowances (at
10 such rate as may be specified from time to time in the appropriation Act involved) to aliens,
11 while held in custody under the immigration laws, for work performed.” The Agency receives
12 an appropriation from which it can make these payments. The amount of the payments was
13 most recently specified in the appropriations act for Fiscal Year 1979, which set it at a
14 maximum of \$1 per day. Pub. L. No. 95-431. Congress set this rate in 1979 and has not
15 adjusted it since. Per the terms of the contract, as well as the authority provided above, the
16 reimbursement for the Voluntary Work Program is \$1.00 per day per detainee. The PNBDS
17 also provides that detainees who participate in the VWP shall receive no less than \$1 per day
18 for their participation. ICE reimburses GEO \$1 per day per detainee for the VWP, the
19 amount to which GEO is entitled under the contract, and pursuant to the authority provided
20 above. Per PBND, GEO then pays the detainee directly. This is the same rate that ICE
21 provides to detainees in its own SPC facilities.
22
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26 14. The NWDC contract states “the contractor shall comply with all applicable federal, state, and
27 local laws...”⁷ Additionally, within the VWP section of the NWDC contract, the contract
28

29
30 ⁵ See *Id.*

31 ⁶ See *Id.*

32 ⁷ See *Id.*

1 states that “the detainee work program shall not conflict with any other requirements of the
2 contract and must comply with all applicable laws and regulations.”⁸

3
4 15. ICE involved stakeholders to develop its PBNDS. The workgroup relied upon national
5 correction standards from the American Correctional Association (“ACA”). State and local
6 jails similarly follow ACA standards.

7
8 16. PBNDS, including Standard 5.8 that describes the expected outcomes and practices of the
9 VWP, reflect performance standards for ICE detention.

10
11 17. ICE audits NWDC for PBNDS compliance, including compliance with VWP objectives and
12 protocols. ICE reports to Congress its efforts to implement and enforce PBNDS standards at
13 NWDC and other facilities. ICE’s enforcement of PBNDS has been a priority given ICE’s
14 commitment to the fair and humane treatment of ICE detainees.

15
16 18. ICE’s series of detention standards apply to all types of ICE processing facilities. Regardless
17 of which type of facility arrangement ICE selects, all detainees at all ICE facilities are at all
18 times in the lawful custody of ICE. Accordingly, ICE relies on its contractors to perform in
19 accord with contract requirements at contract facilities. At the NWDC, ICE occupies a
20 significant portion of the facility unrelated to GEO’s detention services to fulfill its
21 operational objectives to include its federal immigration courts. ICE has unfettered access
22 to the secure areas and the detainees. The NWDC is subject to DHS audits, third party
23 inspections, and civil rights inspections. Detainees have access to hotlines Monday thru
24 Friday during waking hours by which they can report complaints about VWP participation,
25 other tasks assigned to them, or any other facility related grievances. ICE reviews and
26
27
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31 ⁸ See *Id.*

1 resolves detainee complaints that ICE receives, according to its established procedures and
2 protocols, which includes any complaints about the VWP or detainee work at the NWDC.

3
4 19. NWDC has implemented and conforms to current PBNDS. The PBNDS requires that
5 detainees receive at least \$1.00 (USD) per day for work performed in the VWP.

6
7 20. ICE employs a full-time detention services manager at NWDC whose primary responsibility
8 is to ensure the facility is in compliance with the PBNDS requirements, including those
9 related to the VWP.

10
11 21. ICE also employs a contracting officer's representative ("COR") who works full-time at
12 NWDC. The COR's primary duty is to monitor GEO's performance to ensure that all of the
13 technical requirements under the contract are met by the delivery date or within the period of
14 performance, and at the price or within the estimated cost stipulated in the contract.

15
16 22. With GEO's monthly invoice, GEO's Assistant Warden for Administration at the NWDC
17 provides the COR an itemization of participants in the VWP, which includes detainee
18 number, name, date of participation, work performed, and amount paid. The COR reviews
19 this itemization and the corresponding totals of \$1.00 per day per participant. The COR
20 verifies that the line item on the invoice matches the proper contract line item number for the
21 VWP on the contract. If the supporting paperwork for the entire invoice meets ICE standards,
22 the COR signs the invoice to approve payment.
23

24
25 23. GEO may not otherwise expend the funds allocated for the reimbursement for the \$1 per day
26 allowance for detainee participation in the VWP. If a detainee participates in the VWP, the
27 \$1 per day allowance must be provided to the detainee. Per the PBNDS, the facility shall
28 have an established system that ensures detainees receive the pay owed them before being
29 transferred or released.
30

31
32 DECLARATION OF TAE JOHNSON
33 ENFORCEMENT AND REMOVAL OPERATIONS
UNITES STATES IMMIGRATION AND CUSTOMS ENFORCEMENT

1 24. The NWDC contract set the quantity of \$1.00 reimbursements at 114,975 per option year.

2 GEO shall not exceed that quantity without prior approval by the contracting officer. This
3 approval can be sought by GEO and would be memorialized through a bi-lateral contract
4 modification.
5

6 25. The \$1.00 per day allocation and reimbursement rate for VWP participation is consistent with
7 national detention standards applied similarly at state and local levels where ICE detainees
8 often are placed.
9

10
11
12 I declare, under penalty of perjury under 28 U.S.C. § 1746, that the foregoing is true and
13 correct to the best of my knowledge, information and belief.
14

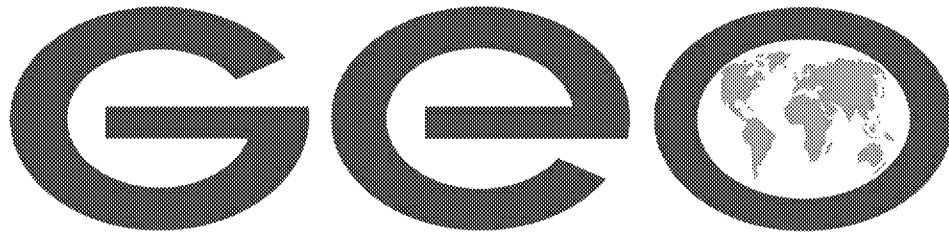
15 DATED: August 1, 2018

16
17
18 

19 TAE D. JOHNSON
20 Assistant Director
21 Custody Management Division
22 Enforcement and Removal Operations
23 U.S. Immigration and Customs Enforcement
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32 DECLARATION OF TAE JOHNSON
33 ENFORCEMENT AND REMOVAL OPERATIONS
UNITES STATES IMMIGRATION AND CUSTOMS ENFORCEMENT

EXHIBIT D



Corrections & Detention ®

Northwest Detention Center

Detainee Handbook

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INTRODUCTION/ MISSION

The Northwest Detention Center (NWDC) in Tacoma, Washington, is privately operated by THE GEO GROUP INC. under contract with the United States Department of Homeland Security, Immigration Customs Enforcement (ICE). The mission of the NWDC is to provide conditions that are safe, secure and sanitary for detainees waiting processing for an administrative hearing or removal.

PURPOSE

The purpose of this handbook is to explain to detainees the specific rules, regulations, policies and procedures that must be followed while at this facility. The handbook will also help to provide you with a general overview of the programs, rules and regulations and services of the facility. You will be held accountable for your actions while at this facility. Therefore, it is each detainee's responsibility to become familiar with the contents of this handbook. Interpretive services to assist in essential communications will be made available, if requested, or when there is a clear need for such services.

A copy of this handbook will be issued to each detainee at intake and available upon request. All detainees are required to acknowledge, by signature, receipt of this handbook.

MAILING ADDRESS and A-NUMBER

Your address is: **Your Full Name, Your "A" Number**
 1623 East J Street, Suite 5
 Tacoma, WA 98421

It is imperative that you notify your family, friends, or anyone who might visit, provide you money or want to leave a telephone message, of your "Name and A-Number". GEO staff are not responsible for any form of miscommunication resulting from an incomplete detainee's name or an inaccurate A-number.

BASIC DETAINEE RESPONSIBILITIES

It is the policy of the Northwest Detention Center (NWDC) and Immigration Customs Enforcement (ICE) to treat detainees with dignity and respect while maintaining a safe, humane, secure and sanitary detention facility. It is expected that staff will receive your full cooperation while your case is being processed. In the simplest terms, you are expected to:

1. Follow and obey rules, laws, policies and procedures.
2. Obey **all** orders given by staff members.
3. Wear your wristbands at all times.
4. Respect staff and other detainees at all times.
5. Respect facility property and the property of others.
6. Keep yourself, your clothing and living area clean at all times.
7. Obey **all** safety, security and sanitation rules, policies and procedures. **Walk;** do not run throughout the facility.
8. You are responsible to ensure your property, bunk, and or cell is clear of contraband at all times.
9. Loitering on the upper tier or leaning on the upper tier rail is prohibited.
10. Facility property may not be used for Arts and Crafts; only items purchased through commissary specifically for Arts and Crafts may be used.

If you observe and comply with the above guidelines, you should have no problem living at this facility while awaiting the outcome of your hearing.

When addressing staff, you should not refer to them by first name or by a nickname. Refer to uniformed staff by their rank and last name (i.e. Officer Jones, Capt. Smith). Refer to non-uniformed staff by title and last name (i.e. Nurse Brown, Dr. Ribas) or by Mr., Mrs., and Ms., followed by their last name. Staff members will address you in the same manner if they know your name. It is not reasonable to expect an officer to know the names of all detainees in the facility. However, the officer or staff member will address you in an appropriate manner.

STAFF – DETAINEE COMMUNICATIONS

During intake / orientation you will be told of your right to correspond / communicate with ICE regarding your case and/or conditions of confinement. All correspondence with ICE staff will be handled as Special Communications (see page 21 of this Handbook). You also have the right to send a “Detainee Request Form” (kite) to any ICE, or GEO staff. Please place the kite in the appropriate mail box located in each housing unit. ICE and GEO staff will normally respond to your kite in writing within 72 hours. Additionally, ICE and GEO staff makes announced and unannounced visits to the housing units each week. The ICE schedule for visiting the housing units is posted on every bulletin board along with the list of deportation staff and the cases they are assigned by detainee A-number. Should you have any questions, please ask the housing unit officer. You may request procedural help from another detainee, unit officer or other facility staff and may choose to seal the request in an envelope clearly addressed with name, title and/or office to which the request is to be forwarded.

INAPPROPRIATE RELATIONSHIPS with STAFF and/or Detainees

Detainees should be aware of how to handle situations in which they perceive themselves to be the object of sexual advances or other inappropriate behavior by staff or detainees. Any type of sexual advances by any staff or detainees directed toward any detainee is a strict violation of policy. Similarly, it is a violation of the rules for detainees to direct advances towards officers or other staff. Officers or staff may not solicit detainees in any way for any type of sexual favors. The same applies for detainees. This includes any conversations that might lead to sexual involvement.

Should any detainee find him /herself being pressured for either sexual favors or some other violation of a facility rule, the detainee should refuse to do the illegal act and either:

- File a formal grievance
- Request to see the Shift Supervisor or complete a Detainee Request Form marked “Emergency” to the
 1. Major
 2. Captain
 3. Associate Warden
 4. Warden, or
 5. ICE Assistant Field Office Director (AFOD)
- Contact any staff member you feel comfortable with to let that person know and request help
- Write a family member and urge them to call the Warden and/or ICE AFOD.

DETAINEE PROTECTION

The Warden and staff of the NWDC strive to maintain the safety and security of all detainees. However, in some situations, measures must be taken to achieve a greater degree of protection for certain detainees.

If another detainee is pressuring you for money, property, or sexual favors, the detainee should immediately contact a Detention Officer, Shift Supervisor, Major, Captain, Associate Warden, Warden, ICE AFOD, or any staff member with whom you feel comfortable. It is imperative that one of these individuals be contacted immediately so that they can help by moving the detainee from a potentially serious situation.

SEXUAL ASSAULTS

The NWDC maintains a zero-tolerance policy for all forms of sexual abuse or assault. It is the policy of the NWDC to provide a safe and secure environment for all detainees, employees, contractors, and volunteers, free from the threat of sexual abuse or assault, by maintaining a Sexual Abuse and Assault Prevention and Intervention Program that ensures effective procedures for preventing, detecting, reporting, responding to, investigating, and tracking incidents or allegations of sexual abuse or assault.

Sexual assault or abuse of detainees by other detainees or by employees, contractors, or volunteers is prohibited and subject to administrative, disciplinary, and criminal sanctions.

A. Victims

If you are the victim of a sexual assault, it is imperative that you immediately contact a Detention Officer, Shift Supervisor, Major, Captain, Associate Warden, Warden, ICE AFOD, or any staff member with whom you feel comfortable. Do not bathe, shower, change your clothes, or brush your teeth. It is important that evidence be collected to assist in your attacker's prosecution. Physical evidence is important because law enforcement relies heavily on the information.

The person you contact will immediately take you to a safe place. You will be examined by qualified medical personnel and will receive treatment for any injuries while evidence is gathered. At your request, a representative for you will be present during the examination to counsel you and provide any other support you may need (Psychologist, etc.).

A variety of steps may be taken, based on your individual circumstances, to ensure your safety to include relocating you to safe housing. Additional counseling and medical assistance is available to you on a continual basis.

B. Perpetrator

If you are the perpetrator of a sexual assault, the following are the risks involved:

- The possibility of infection by HIV virus that causes AIDS
- The possibility of contracting other sexually transmitted diseases
- You may be subject to criminal prosecution. The more prior convictions you have, the higher the possible sentence.
- You risk confinement in Administrative or Disciplinary Segregation, a single person cell due to your being a threat to other detainees and the orderly operation of the facility.

Stay clear of assaultive, extortion and/or gang activity.

A representative will be available, upon a detainee's request, to be present during a forensic medical examination of a detainee alleged to have sustained injuries as the victim of a sexual assault. A forensic medical examination is conducted after an alleged sexual assault for the purposes of collecting and preserving evidence related to the investigation or prosecution of the alleged assault. The representative may only provide the injured person with counseling and other supportive services.

INITIAL ADMISSION

- A. Upon arrival, the processing officer will retain for safekeeping your clothes, personal property, valuables and funds. Itemized receipts will be issued to you for all clothing, personal property, valuables and funds. It is important that you keep these receipts to aid in claiming your property when you are released.

Identity documents such as passports, birth certificates, government issued ID card, etc., will be inventoried and given to a deportation officer for placement in your A-file. You will receive, certified by an ICE Official, a copy of these documents upon request.

- B. While at this facility, you are permitted to have in your possession:

1. Approved commissary items (Must fit into allowed space)
2. Facility issued shoes and clothing.
3. Facility issued bedding and towel.
4. Facility issued plastic container and combination pad lock
5. Legal materials pertinent to your current case.
6. Mail and authorized correspondence.
7. Religious books or other authorized reading material - softbound (3).

8. Facility library book (1).
9. Personal photos (10, without hard backing, no larger than 5x7. No Polaroid pictures).
10. Health care items issued by or authorized by facility medical staff.
11. Eyeglasses, hearing aids, dentures, contact lenses or other authorized prostheses.
12. Plain wedding bands and watches (not to exceed \$50.00 in value).

Personal items must be stored in the locked plastic container or on the shelf under your bunk. If assigned to a cell, items may also be stored neatly on the desk and shelf. No item is to be attached or placed on the bunks, walls, or windows. The lock/cable that are attached to the plastic container is not to be tampered with. Doing so, may result in disciplinary action. Detainees are responsible for the loss of personal items not safeguarded or stored by the NWDC or ICE.

C. Your initial issue of clothing and linens shall be:

- | | |
|------------------------------------|---------------------------|
| 1. Two (2) detainee uniforms. | 8. One (1) pair of shoes. |
| 2. Four (4) pairs of socks. | 9. One (1) mattress. |
| 3. Four (4) pairs of underwear. | 10. One (1) pillow. |
| 4. Four (4) T-Shirts | 11. Two (2) blankets. |
| 5. One (1) Sweat Shirt | 12. One (1) pillowcase. |
| 6. One (1) Sweat Pant | 13. Two (2) sheets. |
| 7. One (1) pair of shower sandals. | 14. One (1) Towel |

At no time should you have in your possession more than the above quantity of facility issued items.

D. Your initial issue of personal hygiene items shall be:

- | | |
|-----------------------|-------------------------------|
| 1. One (1) comb. | 2. One (1) tube of toothpaste |
| 3. One (1) toothbrush | 4. One (1) deodorant |

Females will be issued additional hygiene items as required. All above hygiene items are exchanged on a one for one basis as needed.

- E. Your housing unit officer will provide writing paper, pencils or pens and envelopes for your personal use. Envelopes are not to be used for internal correspondence, or artwork.
- F. Should you require immediate medical attention, it will be provided as needed. Ordinarily, you will receive a medical examination within 14 days of your arrival by a member of the ICE Health Service Corps. Acceptance of the physical examination will not alter your case status and/or affect your length of detention.

PROPERTY and/or FUNDS RELEASE

You may release your property, including your keys and/or money to someone in the community or to pay for legal services that you designate in writing. To release your property or money, a “Detainee Request to Release Property – Funds” form must be filled out and signed by you, and verified by your Housing Unit Officer. The Property – Funds Release Form may be obtained from your Housing Unit Officer.

The person receiving your property and/or funds must provide staff with the following information: If the person does not have the following information, your property –funds will not be released to them. It is your responsibility to advise the party picking up your property and/or funds that this information is required.

- Name
- Address
- Date of Birth
- Official Picture ID or verifiable identification

CLASSIFICATION

All detainees are classified upon arrival, before being admitted into the general population. Criminal history information provided by the committing officer will be used in the classification process. Your classification category will affect your housing assignment and ability to participate in facility programs. You have the right to appeal any classification decision and request a classification review should you disagree with the designation.

A detainee's classification will be periodically reassessed. The first reassessment will be completed within 60 to 90 days. Subsequent reassessments will be completed every 90 to 120 days thereafter, and before any release from administrative or disciplinary segregation. A detainee must be in general population for a minimum of 60 days (after release from SMU) before reclassification will be considered. Any disciplinary code conviction may affect your classification level.

Requests should be submitted on the Detainee Acknowledgement of (Classification) Decision / Appeal form or Request form (kite) addressed to the Classification Officer. He/she will review the request and make a recommendation to the Associate Warden for a decision. The Associate Warden's decision may be appealed to the Warden via the same process. The Warden's decision will be final.

Requests for housing changes should be addressed with your Pod Officer or the Shift Supervisor.

The Classification Levels and restrictions are as follows:

Level 1 - Blue Uniforms and Wrist Bands:

- May not be housed with Level 3..
- May not include any detainee with a felony conviction that included an act of physical violence.
- May not include any detainee with an aggravated felony conviction.
- May include detainees with minor criminal records and nonviolent felonies.

Level 2 - Orange Uniforms and Wrist Bands:

- May not include detainees whose most recent conviction was for any offense under the "Highest" section of the severity scale.
- May not include any detainee with a pattern or history of violent assaults, whether convicted or not. It is considered as established for purposes of this guideline when an arrest record reveals two or more arrests in a five-year period for assault where force was used against another person with the intent to commit bodily injury.
- May not include any detainee convicted of assault on a correctional officer while in custody or where a previous institution record suggests a pattern of assaults while in custody.

NOTE: Women are assigned YELLOW Uniforms. Their wrist bands will be blue or orange, dependent on Classification Level.

Level 3 - Red Uniforms and Wrist Bands:

- May include those detainees reclassified from levels one and two due to institutional incidents or changes in classification information.
- May be reclassified to level two only based on institutional behavior (no sooner than 60 days).
- **Level 3 detainees are considered a high-risk category, requiring medium to maximum-security housing. Level 3 detainees are always monitored and escorted.**

The detainee's classification level may determine the type of work assignment for which he/she is eligible.

General work does not require specific skills. A sample of work assignments and corresponding classification levels follow:

<u>Work Assignment</u>	<u>Level</u>
1. Kitchen worker (either shift)	1-2
2. Recreation/Library/Barber	1-2
3. Laundry	1-2
4. Living area clean-up / janitorial	1-3
5. Evening workers (facility janitorial)	1-2

NOTE:

- 1) Detainees who are released from Disciplinary Segregation will not ordinarily be considered for a work assignment until they have shown a positive period of adjustment.

LIVING CONDITIONS

The NWDC has cells and dormitories. Cells are for the two or four assigned persons, only. Visiting in cells **not assigned to you** is prohibited. Detainees are required to keep their assigned living areas clean at all times. Your bed must be made by 8:00a.m. If you choose to nap after that you may lie on the bed and cover yourself with a second blanket. The exception to this is night workers.

It is in your own best interest to maintain a clean living area and avoid the problems associated with unsanitary living conditions. Special care should be taken in housing unit restrooms to maintain cleanliness and sanitary conditions for everyone's benefit.

Empty soda bottles and empty protein containers may not be reused and must be recycled.

Using water bags or book bags for weightlifting are prohibited

Do not flush trash, gloves, sporks etc down the toilet. please use the trashcans provided for all trash.

Lock up is at 11:30 pm (2330 hours). That means lights out, no TV or radios, in your bunks, etc. There will be no socializing or game playing.

SPECIAL MANAGEMENT UNIT

Administrative Detention is intended for detainees with special housing requirements such as:

1. Pending investigation or hearing regarding prohibited act(s).
2. Pending transfer or release within 24hrs or in some cases up to seven days.
3. Security risk.
4. Protective custody.

Disciplinary Segregation is a special housing unit for detainees who are:

1. A serious disruption to facility operations.
2. In need of additional physical confines.
3. Under sanction of the Institutional Disciplinary Committee.

Detainees placed into Administrative Detention will be afforded the same general rights and opportunities as those in general housing with consideration given to the reason for their housing assignment.

Detainees placed into Disciplinary Segregation will be provided access to showers, recreation, visitation and other services as deemed appropriate by facility administration based on the nature of the rule violation, but access shall never be limited beyond that which is guaranteed by ICE Standards or Standards of the American Correctional Association. Showers shall be provided at least three times per week. Recreation shall be offered for at least one hour, 5 days per week, but may be limited based on abuse of recreational equipment/facilities. Visitation shall not be denied unless the rule violation involved visitation. Commissary privileges will not be provided for disciplinary segregation.

Medical staff will visit each detainee in the SMU on a daily basis. Sick call issues may be addressed at that time.

EVACUATION DRILLS

Per local, state and federal laws, we are required to perform evacuation drills. At this facility we perform no less than one drill each month. These drills are not designed to inconvenience you, but rather to ensure that you know where the exits are located in case of an actual emergency such as a fire, gas leak or natural disaster. In your housing unit is a diagram showing you the location of all fire exits and which exits to use. Study this diagram carefully; your life may depend on it.

OFFICIAL COUNTS

In order to maintain proper accountability of detainees at this facility, official counts are conducted at the following times:
1:00 a.m. 4:30 a.m. 11:30 a.m. 4:30 p.m. 10:00 p.m. (Photo / Verbal / Face to Photo Count)

During official counts no movement or talking is permitted. Disruptions may result in disciplinary action.

MEALS

All meals are nutritionally balanced, dietician approved and properly prepared and served. The use of food, i.e., the withholding of, or variation from, the standard menu, as a disciplinary measure or reward is prohibited. Food Service upon request and authorization provides special diets as required for medical/dental reasons or adherence to religious dietary law. The NWDC does not serve any pork.

If you have religious dietary needs, you need to submit a kite to the NWDC chaplain and state what your dietary need is. Bear in mind that the standard fare meals contain **no pork** and therefore meets many religious dietary requirements. If you desire to be placed on a vegetarian diet for religious reasons, keep in mind that this does not mean you will receive additional portions of fruit, and does not include poultry or fish. Halal meals will receive the standard vegetarian diet and a halal dinner on Mondays, Wednesdays and Fridays. Special diets for medical reasons must be addressed through the medical staff. If you are on a special diet for any reason (religious, cultural, medical) you may not receive food items from another detainee's tray. Nor order items off of commissary that are in direct contradiction to the reasons for the special diet. Doing so will cause you to have your special dietary status reviewed, and possibly have you removed from special diet status.

Note: If you are on a medical diet, your request for a religious diet cannot be approved.

You are required to properly dispose of leftover food and place your tray and utensil in the appropriate place at meals end. For health and sanitation concerns food items may not be retained in the living area.

Meals are served in the housing units at approximately 5:30 A.M., 12:30 P.M., and 5:30 P.M.

SMOKING POLICY

Smoking and all tobacco products are strictly prohibited in all areas of this facility.

MEDICAL CARE

This facility provides a fully staffed medical clinic operated by the ICE Health Service Corps (I.H.S.C.) within the Department of Homeland Security to address your health care needs while in detention. (See pages at the end for additional information.)

LIVING WILLS AND ADVANCED DIRECTIVES

As a detainee at this facility you have the right to initiate a Living Will or an Advanced Directive. These forms are available through IHSC staff in the medical clinic. The guidelines and forms used are set forth by the State of Washington. Your private attorney may assist you in the preparation of these documents.

LAUNDRY SERVICE / LINEN EXCHANGE

Before 6:30 am your laundry bag is to be placed in the large Laundry Cart. All laundry must be in your mesh laundry bag to be washed. Make sure you tie or zip your bag securely. Your laundry bags will be returned to the unit in the afternoon. Please see the bulletin boards in your unit for the current Laundry Schedule. Detainees are not permitted to wash clothing, bedding, linens, tennis shoes or other items in the housing units. Sheets and Towels will be exchanged / washed once each week. Blankets are exchanged / washed once per quarter.

Detainee workers assigned to Food Service will receive clean white uniforms on a daily basis. At no time should you have more than the issued quantity of any clothing or linen item in your possession. Possessing extra items is a violation of facility rules and is cause for disciplinary action.

You are responsible for the clothing and linen issued to you. Purposefully damaging any facility property will subject you to disciplinary action. If your clothing or linen becomes worn-out, you may request replacement by filling out the Laundry Request Form after verification and approval by your unit officer.

PERSONAL HYGIENE

You will be living in a housing unit with other individuals, so personal hygiene is essential. You are expected to bathe regularly and to keep your hair clean. Personal hygiene items, such as toothbrushes, toothpaste, combs, etc. will be issued to you upon arrival or provided in your housing unit. Personal hygiene exchange will be conducted daily by the Housing Unit Officer on a one for one exchange. Disposable razors will be provided daily, in exchange for your personal I.D. card. After each use, the razor is to be returned to the Pod Officer for disposal and your I.D. card will be returned to you. You may not be in possession of a razor unless the Pod Officer has your I.D. card.

Detainees attending court will be afforded the opportunity to shave before reporting to court.

BARBERING SERVICES

Hair cutting services are provided to all detainees, by unit according to the Master Schedule. If you want barbering services, sign up with the housing unit officer the evening before your unit's scheduled day. The hours are from the 7:30am movement until 11:00am. If you missed your unit's scheduled day, for a reason beyond your control (Court, Medical Appt, Moved Units) you may submit a request (kite) to receive barbering services.

Detainee volunteers provide barbering services to fellow detainees in the Barber Shop. If you want to volunteer to become a barber, you must complete a detainee request form (Kite) and forward it to the Classification Officer. All haircutting equipment is cleaned and sanitized after each use.

Detainees are prohibited from cutting hair in the housing units and are not to possess cut hair or clippings.

SLEEPING AREA/SANITATION

You are required to keep your bed and immediate area clean and neat. The living units must be cleaned and beds are to be made every day by 8:00am. If you choose to nap after that you may lie on the bed and cover yourself with a second blanket. The living units are to be kept clean throughout the day. The hanging of sheets, towels, blankets or clothing from bunks, etc. is prohibited. If hooks are provided, wet towels are to be hung from them. Towels may be hung over the shelf opening.

Personal items including hygiene items are to be stored in the locked plastic container or on the shelf under your bunk. The bunk is not to be used as a shelf. These items will be confiscated when left in unauthorized areas. It will be your responsibility to identify and reclaim the items through the housing unit officer.

FINANCES

The booking staff upon admittance will collect all money, checks, money orders, valuables or other financial instruments. All US currency regardless of how it is received will be placed into your Detainee Account. **Only US Postal, Canadian Postal (payable in U.S. currency only) and Western Union** money orders and checks from Federal, State, City or County agencies or other correctional facilities will be cashed and placed in your account. We will not cash personal checks, payroll checks or any other money orders.

Family, friends, relations, etc. may deposit funds into your Detainee Account either on-line at *inmatedeposits.com* or by calling toll free (866-345-1884). In order to complete the deposit, they must have

- Your complete name and A-number, and
- The Name and Location of the Facility - Northwest Detention Center, Tacoma, Washington

Upon your release you will receive cash for the amount remaining in your account, in addition to all of your stored personal property, foreign currency, and valuables. If anything is missing or broken, staff will assist you in filling out a Claim for Lost or Damaged Property form. Following an investigation, if it is determined that NWDC employees are at fault, a reimbursement check will be mailed to your forwarding address.

Possession of cash, checks or any other financial instrument inside the facility is a violation of facility rules and will subject you to disciplinary action. There are no fees, charges, or co-payments for services or programs.

To check the balance of your account, you can use the commissary Kiosk. To receive a paper copy, sign up on the account ledger form provided by your pod officer.

ACCESS TO TELEPHONE (Telephone Calls Are Subject to Monitoring)

Telephones are provided in each housing unit and the booking area for your use. Telephones are turned on following the completion of sanitation duties each morning and will remain on until lights out (11:30 p.m.) with the exception of formal count times. All telephone calls will be collect to the party receiving the call, unless you purchase pre-paid **calling time** (see below). The cost for using the detainee telephone system is posted in each of the housing units. When telephone demand is high, you are expected to limit your calls to twenty minutes in length to allow others the opportunity to place calls. If you are unable to place calls from the telephone in your housing unit or you need to place an emergency call, such as an illness or death in the family; you may complete a detainee request form to access an office telephone. All calls to consular officials or free legal services are provided at no cost to you on the unit phones. **If you are having a problem making a confidential call relating to a legal proceeding, notify your unit officer.**

Detainees at the NWDC are permitted to make free / pro bono telephone calls to local immigration courts and the Board of Immigration Appeals, federal and state courts if in proceedings there, consular officials, legal service providers to obtain legal representation or for consultation when subject to expedited removal, or legal service providers or organizations listed on the ICE/DRO free legal service provider list, or United Nations High Commissioner for Refugees (UNHCR) at 1-888-272-1913 (for asylum-seekers and stateless individuals), or government offices to obtain documents relevant to his/her immigration case, and in the case of a personal or family emergency. **If unable to make those calls, please contact your Deportation Officer.**

To purchase **calling time**, detainees can order telephone calling cards through the Kiosk located in each housing unit. Visitors may purchase prepaid phone time by either depositing funds (cash or credit card) in the kiosk located near the front entrance or by accessing www.Talton.net from any Internet connection (credit card). Family and friends can dial 866-348-6231 for customer service to set up a pre-paid phone account.

Prepaid phone time is not refundable upon book out. Detainees must contact Talton to receive a refund.

Detainees can receive voice mail messages from family and friends. Please dial 888-516-0115 to retrieve your voice mail message the next time you access the phone system (a small fee will apply).

How to use the Video Chat System

Use your Phone PIN to log into the video chat machine.

If you have questions, dial 211# on the phone and leave a message.

*Your friends and family must create a free account to video chat with you.

To create an account:

1. Go to Talton.com
2. Click the blue "Video Visit" button
3. Pick "Northwest Detention Center"
4. Click "Schedule Visitation"
5. Click "Create an Account"

*Your friends and family need:

1. A Computer
2. A webcam and a microphone (most laptops have these built in)
3. An Internet browser. IE 7, 8 or 9, Firefox 7,8 or 9, Safari 4 or 5
4. Adobe Flash 10 or 11
5. High-speed internet connection (DSL or Cable) Dial-up and satellite and NOT SUPPORTED

Staff will also take emergency telephone messages from outside callers and deliver them to the housing units.

There is at least one Telecommunications Device for the Deaf (TDD) for detainees with hearing and/or speech disabilities, and for detainees wishing to communicate with parties that have such disabilities. Access to TDD equipment requires the detainee to submit a request to the Shift Supervisor.

Telephones are made available as necessary with adjustable volume for detainees with hearing impairments.

RELIGIOUS SERVICES

All detainees shall have access to religious resources, services, instruction and counseling on a voluntary basis. Detainees shall be afforded the greatest freedom and opportunity to pursue legitimate religious beliefs or practices within the constraints of safety and security requirements. Services are provided through community volunteers at least once per week. Schedules for religious services are posted at each housing unit. If you desire religious services or privileges not provided, you must complete a detainee request form. The Chaplain will consult with appropriate members of the religious community in assessing your request.

The church services are conducted by religious volunteers. The religious volunteers are not allowed to receive anything from you, nor are they allowed to give anything to a detainee. Should they be observed giving or receiving anything to / from a detainee, their services will be terminated.

Volunteers are not allowed to visit detainees.

It is not possible to schedule special events, such as concerts, and or revival meetings etc. at the NWDC.

Religious Services Schedule will be posted in the housing unit.

COMMISSARY

This facility provides a commissary service that allows you to purchase food items, hygiene products, telephone time, postage and writing supplies to supplement what is issued to you. A Kiosk is available to input commissary orders with issued security passwords. Upon arrival, change your password for your use only. A commissary order form can be obtained from housing units not providing a Kiosk. The form must be properly filled out with the detainee's A-number

printed in the appropriate box plus the individual numbers entered into the bubble. The form is to be dated, include the detainee's printed name, signature, housing unit information and placed in the commissary box located in your housing unit. All Commissary Orders must be completed no later than 5:45 a.m. on Monday and Thursday. Failure to provide complete and correct information on an order may result in that order form being rejected. Commissary orders will be processed and delivered the next day, Tuesday and Friday. There is a \$50.00 limit on all orders, not to include tennis shoes, radios, stamps or pre-paid calling time (as noted above).

Tennis shoes can be purchased either directly by you or by your friends / family. Order forms are available in the living units or your friends / family may request an Order form from the front desk officer.

Commissary bags are NOT to be opened prior to verifying the bags content. An opened bag indicates that a detainee has inventoried and accepted his/her order. If a detainee is not present either working or on an appointment the bag will be left with the housing unit officer. Once the bag is removed from the desk it is considered received in full.

VOLUNTARY WORK PROGRAM

Every effort will be made to provide you an opportunity to participate in the voluntary work program. Wages are \$1.00 per day. Ordinarily you will not be permitted to work more than eight hours per day or 40 hours per week. Wages earned are calculated and credited to your account, daily.

Note: A detainee must submit kite to the Classification Office to make a claim for non-payment within 14 days of the date in question. Detainees may also request a copy of their personal account once each week. This request is to be submitted in a kite to the Business Office or by signing up on the finance signup sheet with your housing unit officer.

You will be provided any necessary training to perform the job to which you are assigned and will be required to sign a voluntary work program statement. You must complete a detainee request form indicating that you wish to participate in the voluntary work program and are encouraged to list any special skills or experience that you may have on the form. The form is routed to the Classification Officer. Prior experience and/or specialized skills are not a requirement for participation in the voluntary work program. However, medical staff must first physically clear detainees requesting to work in Food Services before that assignment can be made. Detainees who choose to participate in the voluntary work program are required to work according to an assigned work schedule. Unexcused or frequent absences or unsatisfactory work performance may result in your removal from the voluntary work program.

LIBRARY

Each housing unit contains a library where a wide variety of materials are maintained. The cultural diversity of the detainee population has been carefully considered in acquiring printed materials. A wide variety of subject matter and language is represented in the collection. You may have one library book at a time and are asked to return it in a timely manner so that others may enjoy it. Books are periodically rotated throughout the housing units so all detainees have access to all of the reading materials.

LAW LIBRARY

A law library is available for use in preparing your case. A large number of documents are provided and regularly updated in order to provide you with current reference materials. A computer, typewriter, paper and writing supplies are provided. The reference materials and equipment in the law library are provided at great expense. Reference material not located in the Law Library may be requested by a Kite. Damaging or removing materials or equipment will result in disciplinary sanctions that may include financial restitution. Missing and/or damaged material should be reported to the Law Library Officer and accompanied by a Kite explaining what is missing and/or damaged.

To use the law library, detainees are to meet with their Housing Unit Officer each day, Monday through Friday, before 1030 am, and fill out the "Law Library Sign-Up Sheet". You should:

- sign-up as the "Requestor";
- write down your "A-number";
- indicate whether you require "General Assistance" (a simple "Y" – yes or "N" –no); or,

- if “Specific Assistance” is needed, from whom (Name of the other detainee and A-number) to include what “Pod” that detainee lives in.

Note: Kites will be the accepted method for detainees assigned to SMU or the infirmary.

These forms will be picked up at 10:30 am Monday through Friday. The Law Library Officer will create a schedule for the following business day, and that schedule will be given to your Housing Unit Officer. He /she will make sure you are informed of your appointment.

Detainees will be scheduled in one hour increments, Monday through Friday (except holidays), from 06:00 am until 4:00 pm, up to a minimum of 5 hours per week. Requests for additional time and days may be requested, and arrangements may be made as time and resources permit. Special priority will be granted for additional library time when a detainee has provided the ICE DRO with a court deadline.

Detainees may request that copies be made of their legal material during any open movement or by signing up on the Law Library Sign Up Sheet. Segregated detainees may request copies by submitting a Kite that includes the number of copies.

Detainees who are indigent and/or require a large manila envelope to mail their legal material must bring these documents to the Law Library during open movement.

As an alternative to a paper-based publication, the NWDC uses the Lexis/Nexis publication on CD ROM in the Law Library. Lexis/Nexis is the program used to review previous immigration cases and for researching immigration law. The following are the directions for using the Lexis/Nexis program. This information is also posted in the Law Library.

- Double click on the Lexis/Nexis icon, if the icon is not available, you may access the program via the Start Menu, then select “Programs”, and double click on Lexis/Nexis.
- Click on the “Proceed” option, and a menu will be provided with the options “Immigration Cases Disk One” or “Disk Two”, click on either option, and then click on the open button on the right side of the screen.
- You will see options ranging from “Supreme Court of the United States” to United State Court of Appeals”.

TYPEWRITERS AND COMPUTERS

A typewriter and a word processing computer are provided in the law library for preparation of legal documents **ONLY**. This equipment is not to be used for personal correspondence. If you need to use the computer you must sign up on the Law Library Sign-up Sheet” provided to you in your living unit the day before the intended use. The Law Library supervisor will issue you a thumb drive so that you can save your work. This thumb drive will remain the property of GEO upon your release or transfer. No supervisor or staff member will read your documents beyond verifying that they are in reference to legal matters.

VISITING

Facility visiting hours are as follows:

Days	Hours	Level	Hours	Level
Check In	7:50am - 10:15am		12:30pm - 2:45pm	
Sunday	8:00am - 11:00am	1,2	1:00pm - 3:30pm	3
Monday	8:00am - 11:00am	1,2	1:00pm - 3:30pm	1,2
Tuesday	Closed			
Wednesday	Closed			
Thursday	8:00am - 11:00am	1,2	1:00pm - 3:30pm	1,2
Friday	8:00am - 11:00am	1,2	1:00pm - 3:30pm	1,2
Saturday	8:00am - 11:00am	1,2	1:00pm - 3:30pm	1,2
Holidays	8:00am - 11:00am	1,2	1:00pm - 3:30pm	1,2

Sign In Times 7:50am - 2:45pm.

Visitors must be checked-in no later than 10:15 or 2:45, respectfully, to allow for enough time to process a visit. Visitors arriving after 2:45 will have to return another day to visit.

Every effort will be made to allow you to receive visitors. Sessions will normally be for one hour, with a 30-minute minimum dependent upon the number of visitors and staff availability. More time may be authorized by the Shift Supervisor for family members traveling significant distances. A maximum of two adults and two children may visit at any one time. This regulation will be interpreted flexibly and subject to exceptions. Members of clergy who present proper identification will be admitted to visitation upon request. Visitors will be limited to one session per day.

Any disruptive behavior by either party will result in the termination of the visit and may cause future visits to be denied. If your visitor(s) bring children (17 years of age or younger) they are expected to maintain direct supervision of those children and prevent disruption to other visitors. Visitors must be in appropriate and socially accepted attire. A dress code for visitors is posted at the visiting area. Visitors are not permitted to carry personal items into the visiting area. Lockers are provided to secure these items. Transportation options available to visitors include taxi or Pierce Transit buses # 60 and # 65.

DRESS CODES FOR VISITORS

The facility maintains a dress code for visitors. The dress code shall be posted and freely available to the public. The minimum dress code follows.

Female Visitors Age 12 and Older

- a. Shorts shall cover customarily covered areas of the anatomy, including the buttocks and crotch area, both when standing and sitting. Shorts no higher than mid-thigh comply. Short-shorts, jogging shorts, cut-offs, and other obviously inappropriate short garments are prohibited.
- b. Skirts and dresses shall extend to mid-thigh, seated.
- c. Slits in skirts and dresses shall rise no higher than mid-thigh, seated.
- d. Sheer (see-through) clothing is prohibited.
- e. The top of clothing shall not be lower than the armpit in the front or back. Bare midriffs, tank tops, strapless tops, tube tops, and swimsuits are prohibited.
- f. Shoes shall be worn at all times.
- g. Gang "colors" and other gang displays are prohibited.
- h. No clothing with offensive pictures or writing.

Male Visitors Age 12 and Older

- a. Shorts shall cover customarily covered areas of the anatomy, including the buttocks and crotch area, both when standing and sitting. Shorts no higher than mid-thigh comply. Short-shorts, jogging shorts, cut-offs, and other obviously inappropriate short garments are prohibited.
- b. Shirts shall be worn at all times. Muscle shirts, bare midriff shirts and sleeveless shirts are prohibited.
- c. Shoes shall be worn at all times
 - d. Gang "colors" and other gang displays are prohibited

- No coats, jackets, vests or sweaters with pockets are allowed into the visitation rooms.

ATTORNEY VISITS

Attorneys and/or paralegals may visit detainees seven (7) days a week from 8:00 a.m. until 8:00 p.m. If necessary, you will be given the option to meet with your attorney during scheduled meal times and you will be provided with a sack meal. A list of free legal services is posted at each housing unit, and is updated quarterly. If you wish to see a representative from this list, it is your responsibility to contact them for an appointment.

If you have made an appointment to meet with an attorney, legal representative or paralegal from an organization, legal firm, or other association or company, it is your responsibility to cancel the appointment if you do not intend to keep the appointment. Appointment cancellations will not be accomplished on your behalf by, or through an officer or another detainee.

CONSULAR VISITS

You have a right to contact your consular representatives and receive visits from your consulate officer. These visits may take place during normal attorney visiting hours or with special permission from the Warden. These visits may be private.

CONSULAR VISITATION FOR DETAINEES SUBJECT TO EXPEDITED REMOVAL

If you are subject to expedited removal and have been referred to any asylum officer, you are entitled to consult with anyone you choose before the interview while the officer's decision is under review. This includes family, friends, legal representatives, members of nongovernmental organizations (NGOs), etc. These consultations are to be private, just like meetings with attorneys. You may also have these persons with you during the asylum officer's interview and during an immigration judge's review of a negative credible fear determination if the judge allows it.

CONSULATE AND COURT SERVICES

You are encouraged to request assistance from your consulate. They can help you with your case. If you have trouble contacting your consulate, you may request assistance by completing a Detainee Request Form (kite) and addressing it to ICE. You also have access to the immigration court information number: 1-800-898-7180. Once you are in ICE custody, your consulate will be notified if you are a citizen of a mandatory notification country in accordance with Department of State Publication #10969.

PRO BONO LIST OF LEGAL ORGANIZATIONS

The current list of pro bono legal organizations and individuals is posted in each housing area. They are:

- Northwest Immigration Rights Project, telephone: Speed Dial: 5669 or 1 - (206) 587-4009, 1-(877) 814-6444
- Volunteer Advocates for Immigration Justice, telephone: 1 - (206) 359-6202

GROUP LEGAL RIGHTS PRESENTATIONS

Group legal rights presentations are provided. Detainee names are placed on a list by NWIRP based upon Court dockets, detainee requests, or calls from detainee families, etc. Presentations are open to all detainees, regardless of the presenters intended audience, unless attendance by a particular detainee would pose a security risk.

Detainees in segregation will be allowed to attend if security is not compromised. If a detainee in segregation cannot attend for this reason, and both he/she and the presenter so request, alternative arrangements shall be made. If it becomes necessary, presentations may be made to individuals in segregation, if the presenter agrees and security can be maintained.

INSPECTIONS OF PERSONS AND PROPERTY

You are subject to search upon admittance into the facility and when there is reasonable cause to believe that you may have contraband concealed on your person. Additionally, searches are routine requirements when entering housing units or when leaving the visiting area. Routine, unscheduled searches of the facility, detainee's property and persons will be conducted as deemed necessary. There are occasions when random searches will be conducted when entering or leaving an area.

All searches are conducted as a means of preventing contraband and ensuring that safe and sanitary conditions are maintained in the facility. Searches are not punitive in nature.

CONTRABAND / UNAUTHORIZED PROPERTY

Items not inherently illegal may be considered contraband when possession of the item(s) is prohibited by facility policy or, while not a prohibited item, a greater quantity of the item than allowed is possessed.

Contraband items include but are not limited to:

1. Any dangerous drug, narcotic drug, marijuana, intoxicating liquor of any kind, deadly weapons, dangerous instruments, explosives or any other article that, if used or possessed, would endanger the preservation of order in the facility.
2. Any item which could be used as an aide to escape.
3. Any item which could be used to disguise or alter the appearance of a detainee.
4. Any article of clothing or item for personal use or consumption which has not been cleared first through the Warden or purchased by a detainee from the commissary.
5. Cameras, video, audio, or related equipment that can be used to make unauthorized photographs or audio, or audio/video recordings of detainees, staff or government property.
6. Contraband includes material prohibited by law or regulation, or material that can reasonably be expected to cause physical injury or adversely affect the security, safety, or good order of the facility.
7. Any original identity documents such as passports and birth certificates. Possession may be used by ICE/DRO as evidence against you or for other purposes authorized by law. (Copies of such documents if provided by ICE are not contraband.)
8. Any item altered from its original condition.
9. Sexually explicit material.

Procedures for Handling Contraband

1. Staff shall seize any item identified as contraband, whether found in the physical possession or living area of a detainee, in a common area, or in incoming or outgoing mail.
2. Staff shall inventory, receipt, and store in a secure area with the detainee's other (stored) personal property contraband that is not illegal. This property shall be held until the detainee's release when, unless it is illegal under criminal statutes or could pose a threat to security, it will be returned to the detainee. Nuisance / perishable contraband will be immediately destroyed (cigarettes, food, alcohol, etc.).

Staff shall handle items seized as contraband in accordance with the following procedures.

1. These procedures apply to contraband found in the physical possession or living area of a detainee, in common areas, or in incoming or outgoing mail. They also apply to contraband discovered during in-processing and in the possession of a detainee awaiting interviews, hearings, etc. Exceptions to these procedures may occur only upon written authorization of the Warden, or designee.
2. Contraband that is illegal (under criminal statutes) will be inventoried, held, and reported to ICE for action and possible seizure.
3. Contraband that is facility or government property will be retained as evidence for possible disciplinary action or criminal prosecution. If appropriate, the property will be returned to the issuing authority if not needed as evidence or, if needed, after its use. Alternatively, staff may return the property to normal stock for reuse or, if the property has been altered, the Warden, or designee, may order it destroyed.
4. The Warden, or designee, shall generally consult a religious authority about the handling of religious items prior to confiscation. Such consultation is not required before confiscation of religious items categorized as "hard contraband".
5. Contraband that is illegal under criminal statutes may be destroyed when no longer needed for possible disciplinary action or criminal prosecution. All destruction of illegal hard contraband must have the approval of the Warden, or designee, prior to destruction.

Examples of "hard contraband" include:

- a. Tools that could aid in an escape (e.g., rope);
- b. Ammunition or explosives;
- c. Combustible or flammable liquids;
- d. Hazardous or poisonous chemicals and gases;
- e. Weapons;
- f. Intoxicants;
- g. Currency.

6. Narcotics and other controlled substances not dispensed or approved by the Northwest Detention Center medical department constitute hard contraband. Medicine dispensed or approved by the medical department is hard contraband if found in the possession of a detainee for whom it was not prescribed, or if not used as prescribed. Medicine the detainee brings into the facility upon arrival will be forwarded to the facility medical staff for disposition. Duly approved medicine will be returned to the detainee.
7. If the personal property of a detainee exceeds storage capacity, the Warden, or designee, will determine which items are excess, and arrange to ship them to a third party chosen by the affected detainee. The Northwest Detention Center will pay shipping costs for a detainee who cannot afford the postage. If, however, the detainee chooses not to provide an appropriate mailing address, or is financially able but unwilling to pay the postage, the Warden, or designee, may dispose of the property as described within Policy 4.1.2, Detainee Personal Property, after providing the detainee with written notice of the intent to destroy the property and how to prevent that outcome.

When it is clear that an appropriate mailing address does not exist, the Northwest Detention Center will store the property for the detainee.

8. The following procedures will be followed when a detainee's claim of ownership of contraband material is in question:
 - a. Inventory and store item pending verification of ownership;
 - b. Provide detainee(s) claiming ownership with a copy of the inventory as soon as practicable, and place a second copy in the detainee detention file(s);
 - c. The detainee(s) shall have seven days following receipt of the inventory to prove ownership of the listed items. Staff will deny a detainee's claim of ownership for an item acquired without authorization from another detainee;
 - e. If the detainee cannot establish ownership, staff shall attempt to resolve the question before any decision is made regarding appropriate handling. If ownership cannot be reasonably established, the property may be destroyed as outlined in Policy 4.1.2, Detainee Personal Property.

DESTRUCTION OF CONTRABAND

1. The Warden, or designee, determines whether an item will be destroyed.
2. The Warden, or designee, will generally hold an item of questionable ownership for 120 days before considering its destruction.
3. The officer who physically destroys the property and at least one official observer shall attest, in writing, to having witnessed the property's destruction.
4. A copy of the property disposal record shall be placed in the detainee's detention file. Records of property disposal shall remain on file for at least two years.

CORRESPONDENCE / PACKAGES

You may send or receive mail to or from anyone you know personally. Stamps or pre-stamped envelopes are available for you to purchase through the Commissary. Detainees with funds are expected to provide for their personal postage needs. You may seal your outgoing letters and place them in the mailbox in the unit. Drawing on the front of your outgoing envelopes is prohibited by postal regulations. If you receive incoming social or legal mail, it will be opened in your presence and inspected for contraband.

You must use the following address to send or receive mail at this facility:

Your Full Name, Your "A" Number
1623 East J Street, Suite 5
Tacoma, WA 98421

If you do not accept the mail or permit it to be inspected, it will be returned to the sender. **Your mail will not be read; it will only be examined for contraband.**

You will not be allowed to receive packages without advance arrangements, approved by the Warden. You will pay the postage for sending packages for oversized or overweight mail. Please fill out a MR-001 Postage Authorization form and submit it with your package. The contents of any outgoing or incoming packages will be inspected in your presence.

If you are indigent (defined as a detainee who has an account balance of \$15.00 or less and has not exceeded that amount for the previous 30 days):

- You may send up to three personal letters per week, weighing no more than two ounces each, at no cost to you.
- A reasonable number of legal (special) correspondences may also be sent at no cost to you.
- Please fill out a MR-001 Postage Authorization form and submit it with your letters.

Subscriptions to publications, magazines and catalogs are not allowed. The facility subscribes to certain magazines that are available to you in your unit. Books must be requested in advance via a "Request to Receive a Package or Property" form. The title(s) of the book(s) must appear on the "Request" form. Books must be paperback and must come directly from a publisher or an authorized bookstore / outlet.

Any mail received after you depart the facility will be endorsed, "No Forwarding Address, Return to Sender". All such mail will be returned to the Post Office.

ACCEPTANCE OF DETAINEE PROPERTY (ONLY CLOTHING)

If you have been notified that you are scheduled for removal in the near future, you may be eligible to have family / friends bring in or mail in **clothing**. You should:

- Submit a "Kite" to your ICE Officer explaining your need and requesting authorization. Including the Name, address and telephone # of the person bring in the items.
- If approved, your ICE Officer will complete the process and perform the necessary notifications within seven days of your departure.

SPECIAL CORRESPONDENCE

"**Special correspondence**" is the term for detainees' written communications to or from private attorneys and other legal representatives; government attorneys; judges, courts; embassies and consulates; the President and Vice President of the United States, members of Congress, the Department of Justice (including ICE and the Office of the Inspector General); the I.H.S.C.; administrators of grievance systems; and representatives of the news media.

Correspondence will only be treated as special correspondence if the title and office of the sender (for incoming correspondence) or addressee (for outgoing correspondence) is clearly visible on the envelope, clearly indicating that the correspondence is special.

Staff will not treat outgoing correspondence as special if the name, title, and office of the recipient are not clearly identified on the envelope to provide a clear indication that the mail is special.

NOTICE: ALL INCOMING AND OUTGOING MAIL TO INCLUDE SPECIAL CORRESPONDENCE IS SUBJECT TO INSPECTIONS FOR CONTRABAND.

NOTARY

To request Notary Services sign up on the Law Library Sign-Up Sheet. This service is available for individuals detained in this facility only. Documents for friends, relatives or spouses will not be notarized. ICE approval is required when requesting Notary Services regarding identification. This includes but is not limited to driver's licenses, passports, birth certificates, marriage license requests, etc.

DETAINEE DISCIPLINARY PROCESS

In a facility where many individuals live together in a relatively small amount of space, it is extremely important that order and discipline be maintained. Discipline and order are not only for the benefit of staff, but also for the safety and welfare of you and all other detainees. While many problems can be solved informally through counseling, disciplinary measures must be imposed at times. The following is a list of offenses and associated penalties. Any detainee who is charged with a violation of facility rules will receive a disciplinary hearing and be permitted to speak, call witnesses, have a staff representative and present evidence before a penalty is imposed. Detainees have the right to appeal the decision of the Disciplinary Hearing within fifteen (15) days.

Detainees have the following rights:

1. The right to protection from personal abuse, corporal punishment, unnecessary or excessive use of force, personal injury, disease, property damage and harassment;
2. The right of freedom from discrimination based on race, religion, national origin, sex, sexual orientation, handicap, or political beliefs;
3. The right to pursue a grievance in accordance with written procedures;
4. The right to correspond with persons or organizations, consistent with safety, security, and the orderly operation of the facility; and,
5. The right to due process, including the prompt resolution of a disciplinary matter.

Category I Offenses:

Listed below are Category I or Greatest offenses. The Discipline Committee may impose any combination of penalties for Category II, III, or IV offenses as well as the following penalties:

- (1) Refer to ICE for Criminal Proceedings
- (2) Disciplinary Transfer
- (3) Disciplinary Segregation up to 60 days
- (4) Restitution
- (5) Loss of privileges

- 100 Killing
- 101 Assaulting any person (includes sexual assault)
- 102 Escape from escort; escape from secure facility
- 103 Setting a fire (charged with this act in this category only when found to pose a threat to life or a threat of serious bodily harm or in furtherance of a prohibited act of greatest severity, e.g. a riot or an escape, otherwise the charge is classified as code 219 or 322.)
- 104 Possession or introduction of a gun, firearm, weapon, sharpened instrument, knife, dangerous chemical, explosive, escape tool, device or ammunition
- 105 Rioting
- 106 Inciting others to riot
- 107 Hostage-taking
- 108 Assaulting a staff member or any law enforcement officer

- 109 Threatening a staff member or any law enforcement officer with bodily harm.
- 110 Attempt to commit any of the above offenses or assist others to commit any of the above acts.
- 198 Interfering with a staff member in the performance of duties (conduct must be of the greatest severity). This charge is to be used only if another charge of greatest severity is not applicable.
- 199 Conduct that disrupts or interferes with the security and orderly operation of the facility (conduct must be of the greatest severity.) This charge is to be used only if another charge of greatest severity is not applicable.

Category II Offenses:

These acts listed below shall be considered Category II or High Offenses. The Discipline Committee may impose any combination of the following penalties:

- (1) Refer to ICE for criminal proceedings
- (2) Disciplinary transfer
- (3) Disciplinary Segregation up to 30 days
- (4) Restitution
- (5) Loss of privileges
- (6) Change of housing
- (7) Remove from programs / group activities
- (8) Loss of job

- (9) Impound and store personal property
- (10) Confiscate Contraband
- (11) Restrict to living unit
- (12) Warning

- 200 Escape from unescorted activities or escape from facility without violence
- 201 Fighting, boxing, wrestling or any other form of physical encounter, including horseplay, that causes or could cause injury to another person; except when part of an approved recreational or athletic activity
- 202 Possession or introduction of an unauthorized tool
- 203 Loss, misplacement or damage of any restricted tool
- 204 Threatening another with bodily harm
- 205 Extortion, blackmail, protection; demanding or receiving anything of value in return for protection against others, avoiding bodily harm or avoiding a threat of being informed against
- 206 Engaging in sexual acts
- 207 Making sexual proposals or threats
- 208 Wearing a disguise or mask
- 209 Tampering with or blocking any lock device
- 210 Adulteration of food or drink
- 211 Possession, introduction or use of narcotics, narcotic paraphernalia or drugs not prescribed for the individual by the medical staff
- 212 Possessing a staff member's clothing
- 213 Engaging in or inciting a group demonstration
- 214 Encouraging others to participate in a work stoppage or to refuse to work
- 215 Refusing to provide a urine sample or otherwise cooperate in a drug test
- 216 Introducing alcohol in to the facility
- 217 Giving or offering an official or staff member a bribe or anything of value
- 218 Giving money to or receiving money from any person for an illegal or prohibited purpose, such as introducing / conveying contraband
- 219 Destroying, altering or damaging property (facility, government or another person's) worth more than \$100.00
- 220 Being found guilty of any combination of three or more high moderate or low moderate offenses within 90 days
- 221 Signing, preparing, circulating or soliciting support for prohibited group petitions
- 222 Possessing or introducing an incendiary device, e.g. matches, a lighter, etc.
- 223 Any act that could endanger person(s) and/or property
- 224 Attempt to commit any of the above acts or assists other to commit any of the above acts.

- 298 Interfering with a staff member in the performance of duties (conduct must be of highest severity). This charge is to be used only when no other charge of highest severity is applicable.
- 299 Conduct that disrupts or interferes with the security or orderly operation of the facility (conduct must be of highest severity). This charge is to be used only when no other charge of highest severity is applicable.

Category III Offenses:

These are considered to be Category III or High Moderate Offenses. Any combination of the following penalties may be imposed:

- (1) Refer to ICE for criminal proceedings
- (2) Disciplinary Transfer
- (3) Disciplinary Segregation up to 72 hours
- (4) Restitution
- (5) Loss of privileges
- (6) Change of Housing

Note: IDP must impose the above sanctions

- (7) Removal from Program
- (8) Loss of Job
- (9) Impound and store personal property
- (10) Confiscate Contraband
- (11) Restrict to living unit
- (12) Reprimand
- (13) Warning

- 300 Indecent Exposure
- 301 Stealing (theft)
- 302 Misuse of authorized medication
- 303 Loss, misplacement or damage of a less restricted tool
- 304 Lending property or other item of value for profit / increased return
- 305 Possession of item(s) not authorized for receipt or retention, not issued through regular channels
- 306 Refusal to clean assigned living area
- 307 Refusing to obey a staff member Officer's order (may be categorized and charged as a greater or lesser offense depending on the kind of disobedience; continuing to riot is Code 105-Rioting, continuing to fight, Code 201-Fighting)
- 308 Insolence towards a staff member
- 309 Lying or providing false statement to staff
- 310 Counterfeiting, forging or other unauthorized reproductions of money or other official document, identification card, etc. (may be categorized a lesser offense, depending on the nature and purpose of the reproduction, e.g.,

- counterfeiting release papers to effect escape – Code 102 or 200)
- 311 Participating in an unauthorized meeting or gathering
- 312 Being in an unauthorized area
- 313 Failure to stand count
- 314 Interfering with count
- 315 Making, possessing or using intoxicants
- 316 Refusing a breathalyzer test or other test of alcohol consumption
- 317 Gambling
- 318 Preparing or conducting a gambling pool
- 319 Possession of gambling paraphernalia
- 320 Unauthorized contact with public
- 321 Giving money or another item of value to or accepting money or another item of value from anyone, including another detainee, without staff authorization
- 322 Destroying, altering or damaging property (facility, government or another person's) worth less than \$100.00
- 323 Attempt to commit any of the above acts or assists other to commit any of the above acts.
- 398 Interfering with a staff member in the performance of duties (offense must be of high moderate severity.) This charge is to be used only when no other charge in this category is applicable.
- 399 Conduct that disrupts or interferes with the security or orderly operation of the facility duties (offense must be of high moderate severity). This charge is to be used only when no other charge in this category is applicable
- Any combination of high moderate and low moderate offenses during a 90-day period shall constitute a high offense

Category IV Offenses:

These are considered to be Category IV or Low Moderate Offenses. Any combination of the following penalties may be imposed:

- (1) Restitution
- (2) Loss of privileges
- (3) Change in Housing

Note: IDP must impose the above sanctions

- (4) Removal from Program / Activity
- (5) Loss of Job
- (6) Impound, store personal property
- (7) Confiscate Contraband
- (8) Restrict to living unit
- (9) Reprimand

- (10) Warning
- 400 Possession of property belonging to another person
- 401 Possessing unauthorized clothing
- 402 Malingering, feigning illness
- 403 Smoking
- 404 Using abusive or obscene language
- 405 Tattooing, body piercing or self mutilation
- 406 Unauthorized use of mail or telephone (with restriction or temporary suspension of the abused privileges often the appropriate sanction)
- 407 Conduct with a visitor in violation of rules and regulations (with restriction or temporary suspension of the abused privileges often the appropriate sanction)
- 408 Conducting a business
- 409 Possession of money or currency
- 410 Failure to follow safety and sanitation regulation
- 411 Unauthorized use of equipment or machinery
- 412 Using equipment or machinery contrary to posted safety standards
- 413 Being unsanitary or untidy, failing to keep self and living area in accordance with standards
- 414 Attempt to commit any of the above acts or assists other to commit any of the above acts
- 498 Interfering with a staff member in the performance of duties (offense must be of low moderate severity). This charge is to be used only when no other charge in this category is applicable
- 499 Conduct that disrupts or interferes with the security or orderly operation of the facility duties (offense must be of high moderate severity). This charge is to be used only when no other charge in this category is applicable
- When the prohibited act is interfering with a staff member in the performance of duties (Code 198,298,398 or 498) or conduct that disrupts (Code 199,299,399 or 499), the Disciplinary Committee should specify in its findings the severity level of the conduct, citing a comparable offense in that category. For example, "We find the act of the highest severity, most comparable to Code 213, "engaging in a group demonstration."

NOTE: Detainees who are released from Disciplinary Segregation will normally not be considered for a work assignment until they have shown a positive period of adjustment. Additionally, any disciplinary code conviction may affect a detainee's classification level.

APPEALS PROCESS

You may appeal the decision of the Disciplinary Hearing within fifteen days using the Detainee Appeal of Grievance to the Warden/ICE AFOD. The Grievance / Appeal must be presented in writing.

DETAINEE GRIEVANCE PROCEDURE

Detainee grievance forms are available in the housing units. You have the right to request staff or detainee assistance in preparing a grievance, although no detainee may submit a grievance on another detainee's behalf. Informal resolution of problems is encouraged. You have five (5) days in which to submit a grievance from the date of the incident or issue. All written grievances are to be placed in the "Grievance Box" in your housing unit (except Medical Grievances – see instructions below). Grievances will be collected daily and distributed by GEO Administration to the appropriate Agency (GEO or ICE) for response. Grievances on the same subject to multiple sources will be returned without processing. The following items cannot be grieved; State and Federal law, National Fire Codes, National Detention standards, American Correctional Association Standards and policy concurrent with those statutes and standards.

You also have the right to pursue a grievance through formal channels. A grievance must address only one issue or closely-related issues occurring within a limited period of time. You cannot file an Informal Grievance and a Formal Grievance on the same issue at the same time. Doing so will result in both grievances being returned without processing. You must wait until each level in the grievance process is completed before submitting the issue to the next level (e.g. Informal, Formal, Detainee Grievance Committee, Warden, or ICE). Grievance Committee decisions may be appealed within five (5) days on a Level 4 Grievance form to the Warden or ICE AFOD. The Warden's / ICE AFOD's decision is final; it cannot be appealed.

An Emergency Grievance, which involves an immediate threat to your health or safety, will be given immediate attention by the Shift Supervisor, or through the chain-of-command, as necessary. A Sensitive or Confidential Grievance may also deal with your safety or wellbeing, but it is to be submitted in a sealed envelope, addressed to the Warden and include the reasons for going outside of the chain-of-command. An Emergency Grievance should be given to any staff member.

No detainee will be subjected to harassment, punishment or disciplinary action for seeking resolution of legitimate complaints in good faith. However, if you demonstrate a pattern of abusing the grievance system, resulting in unnecessary burdens at the expense of legitimate complaints, such grievances will be returned unprocessed. Continued abuse may result in adverse actions initiated against you. A copy of your grievance will be retained in your detainee file.

Medical Grievances: Medical grievances are to be placed in the Medical Grievance Box found in the main hall way next to the pill line window. Grievances will be collected by the Medical Administrative Staff and processed for resolution within five (5) business days. Grievances can also be turned into the sick call nurse and/or the pill line nurse as an option if there is an immediate need. Emergency medical grievances should always be brought to the prompt attention of the Housing Unit Officer or any other staff member. He/she will immediately contact the Shift Supervisor for routing and/or resolution. Sensitive or confidential medical grievances can be placed in a sealed envelope, marked "sensitive" or "confidential", and then placed in the Medical Grievance Box. All copies of medical grievances will be retained in your medical file.

Appeal Process for Medical Grievances: Any appeal to a formal medical grievance should be routed to ICE Assistant Field Office Director (AFOD).

ALLEGATIONS OF STAFF MISCONDUCT

The Northwest Detention Center must forward detainee grievances alleging officer misconduct to ICE. ICE will investigate every allegation of officer misconduct.

You may also file a complaint about officer misconduct directly with the Department of Homeland Security by calling 1-800-323-8603/Speed Dial "518" or by writing to:

Department of Homeland Security
Office of Inspector General
245 Murray Drive S.E., Building 410
Washington, DC 20528

RECREATION FACILITIES

The facility provides recreational activities within the housing units in the form of cards and games that are available at no cost to you. Television viewing shall be available from the time morning cleaning duties are completed until lights out at 11:30 p.m. Television settings are controlled by the Officer in each living unit by remote control.

Outdoor recreation equipment within the housing units is also available, including basketballs, etc. Hours are from 8:00 a.m. (if the housing unit is in acceptable condition according to the Pod Officer) until 9:30 p.m., daily.

F and G Pods recreate according to a recreation schedule and you must sign up 1 hour prior to your scheduled time to participate.

MARRIAGE REQUESTS

Detainees may request permission to marry by submitting a Detainee Request form (kite) to ICE. The request is to include an attachment that addresses the following information:

1. He/she is legally eligible to be married;
2. The intended spouse has affirmed, in writing, his/her intent to marry the detainee; and
3. Identify the arrangements that will be made, and by whom, for such items as, but not limited to, obtaining a marriage license, retaining an official to perform the marriage ceremony, etc.

Neither ICE nor NWDC staff will participate in making marriage arrangements or the ceremony. Any marriage request that is approved will occur within the NWDC.

If an approval to marry is revoked, a detainee may appeal that decision by submitting a Detainee Request form (kite) to ICE.

DETAINEE DRESS CODE

Detainees are required to keep themselves clean and wear proper clothing/footwear during all activities. Detainees are reminded that poor hygiene, poor sanitation and not wearing proper clothing and footwear can cause potential conflict with your peers and others and can have a negative impact on the health and safety of yourself and others. Failure to comply with the dress code and grooming standards will ultimately become an issue that requires staff intervention in the form of appropriate disciplinary action to correct the situation.

Detainee uniforms will be worn in the manner that is intended by the manufacturer. Altering detainee uniforms or wearing them in any manner other than the commonly accepted manner is prohibited. Undergarments may not be worn without outer garments or be visible in any way except in sleeping areas or restrooms. Pants will be worn at a point about the waist that prevents the exposure of undergarments or commonly covered parts of the anatomy. T-shirts are to be worn at all times, except while at recreation or in the shower. Detainees are not to walk about the facility with their hands inside waistbands of pants, regardless of weather conditions. **No Exceptions!**

Ordinarily, detainees may wear any hairstyle with the following exceptions:

1. For safety and hygiene reasons, kitchen workers and detainee workers operating machinery will keep their hair in a neat, clean and commonly accepted style.
2. The hairstyle will not interfere with safety and hygiene requirements.

3. ALL kitchen workers or any detainee handling food will wear a hairnet, beard guard or hat (only) while working in the kitchen or serving food trays.
4. Ordinarily, facial hair may be grown without restriction with the following exceptions:
 - a. For safety and hygiene reasons, certain kitchen workers and detainee workers operating machinery are not authorized to wear facial hair and are expected to be clean shaven at all times while performing these duties.
 - b. These restrictions are a requirement for employment in the above-described functions and acceptance of the assignment denotes acceptance of the grooming standards.
 - c. There will be no exceptions to this requirement, including medical reasons.

LEGAL FILE

Immigration and Customs Enforcement maintains an immigration legal record, commonly called an "A" File, for each detainee. Your "A" File contains legal transactions and documentation related to your case, including but not limited to identification cards, photos, passports and records of your immigration history.

CUSTODY FILE

The NWDC maintains a detention record for each detainee. This custody file shall record no less than the following:

1. Facility disciplinary actions.
2. Behavior reports.
3. Funds, valuables and property receipts.
4. Detainee request forms, complaints and/or grievances.
5. Responses to the aforementioned.
6. Special housing unit records.
7. Classification documents

INFORMATION REGARDING STRESS AND DETENTION

If this is your first time detained, or if you feel like you are extremely stressed at this time, the following information may be helpful to help reduce the anxiety you feel.

A. DETENTION IS NOT PRISON

Detention is NOT prison. It may feel like you are in prison but this detention facility is a place to have you stay while it is determined whether you will be deported or be allowed to remain in the U.S. The officers are here to keep you and others safe. The tone of their voice or actions they must take can sometimes seem harsh if you have never been in an environment where there are many people. But sometimes this is necessary. Rules are important to keep order. They are not there to cause you unnecessary stress. Try not to take things personally.

B. LENGTH OF DETENTION

The court and the officers in charge of the facility do not want to keep you any longer than necessary in detention. Unfortunately, the court system and the legal process sometimes take awhile. Don't assume there is something wrong because you have not yet received your court date or if someone who arrived here after you has already been to court. There can be many reasons for this. Each person's circumstances are different. Please accept the fact that this is a PROCESS and a SYSTEM that does not move as quickly as you might want. Many of you spent a great deal of time and energy to get here and have been through many hardships. You are stronger than you think and you can cope.

C. THE PROCESS

At court you may have the opportunity to sign paperwork if you wish to return to your country and don't wish to stay. The judge will issue an "order of removal". The next step is an interview with your country's consulate. When the consulate verifies your citizenship and approves the paperwork, they will issue a travel document. Once the travel document is issued, the deportation process moves faster. The next step is for the flight to be booked to your country. Depending on the country and how many detainees are going to that country, the time for departure can vary until you

leave. Be patient! However, if the court orders deportation and you appeal this decision; understand that you will be here longer.

D. STRESS AND SLEEP

Many of you may be having problems sleeping because you feel anxious, depressed or are worried about your family. Please understand that it is normal to have problems with sleep in this type of situation. While it may seem that medication to help you sleep is the answer, this is not true. Medication for sleep is a last resort, not a first choice. Pills do not give you restful sleep.

It is better to try to practice relaxation techniques such as deep breathing, meditation or muscle relaxation. (Ask medical clinic staff for copies of these handouts). You should also try to talk yourself through your anxiety. What this means is to change thoughts that make you feel worse to ones that are more realistic and hopeful. If you continue to have problems sleeping, you may wish to discuss this with your health care provider, by submitting a sick call request.

When you do feel anxious or stressed, remember that you are not alone. Talk to others in the dormitories who are positive and who seem to be coping. Avoid people who are negative and who tell you information that is not true. Don't get stressed about something that you can't control. Do the best you can, keep a positive attitude, and remember that your family would want you to be healthy while you are here. They would not want you to be so worried about them that you are not feeling well physically or emotionally.

E. WHEN TO SEEK HELP

Sometimes your stress may be more severe and relaxation techniques and thought changes aren't enough. If you are experiencing severe depression, anxiety, or are having some emotional problem that is making you feel that you cannot cope, please request to see the mental health provider by putting in a sick call slip. The mental health provider can help you cope with the stress that you are experiencing from being detained. However, the mental health provider is part of the medical staff and is NOT part of the Immigration Staff and cannot assist with court or legal matters. Also, mental health problems do not influence the court and the mental health provider is never involved in the court process. If you need information regarding court, deportation dates or other legal matters, you need to request to see your deportation officer.

If you are scheduled to see the social worker, you will be asked many questions in order to determine the best way to help you. You will be asked about your current problem, any past psychological or emotional problems, family information, your past and present alcohol and drug use, past and current medical problems, whether you have ever had or are currently having thoughts of hurting yourself or hurting someone else, any learning or memory problems, as well as other questions. This information is entered into your medical record and remains in the medical clinic.

After this evaluation, the mental health provider may provide education to help you cope, may offer short term individual counseling, or may refer for medications for psychological problems. (Not sleeping pills.)

F. WHAT YOU CAN DO TO HELP YOURSELF AND OTHERS

- Listen to others who are having difficulty and encourage them to keep busy and stay positive.
- Recognize what you HAVE control over, and what you don't have control over. You have control over your thoughts and your reactions. You are not powerless. Don't waste your energy on those things that you do not have control over.
- Attend religious activities or recreational activities and encourage others to attend also.
- Remember that the choices you have made have consequences — the harsh reality is that if you came here illegally, or were legal but got into trouble, detention is part of the process.
- Take personal responsibility for your actions and remember that you are stronger than you think.
- Remember that your family would want you to be healthy. If you don't take care of your stress and anxiety, you are hurting your physical health. Stress can cause headaches, stomach aches, muscle aches, etc. Long-term stress can affect your heart and your immune system.

G. THE CONNECTION BETWEEN FEELINGS, THOUGHTS AND ACTIONS:

Remember that a **SITUATION** doesn't make you **FEEL** any certain way. It is your **THOUGHTS** that make you feel the way you do. The fact that you are in detention does not mean you **MUST** feel anxious, worried, or depressed. It is your negative thoughts about your situation that make you feel bad. This does not mean that your situation is good; it just means that every day you can make a **CHOICE** to be happy and positive. Look at it this way, worrying and feeling bad will not change the fact that you are in detention. But you can be here and decide to focus on positive thoughts and do positive actions. Try to learn something new each day, or try to do something positive for someone else. When you take these **ACTIONS**, you will **FEEL** better.

H. EMERGENCIES

If you or someone in your dormitory has made statements of wanting to hurt yourself or hurt someone else, notify the security officer immediately. **Do not keep this information to yourself**. Or if you feel like someone in your dormitory is in real danger of being hurt by someone else, again, let the security officers know immediately.

RIGHTS AND RESPONSIBILITIES

1. You have the right to be informed of the rules, procedures and schedules concerning the operation of the facility.
You have the responsibility to know and abide by them.
2. You have the right to freedom of religious affiliation and voluntary religious worship.
You have the responsibility to recognize and respect the rights of others in this regard.
3. You have the right to healthcare which includes nutritious meals, proper bedding and clothing, a laundry schedule for cleanliness of the same, an opportunity to shower regularly, proper ventilation for warmth and fresh air, a regular exercise period, toilet articles and medical treatment.
It is your responsibility not to waste food, to follow laundry and shower schedule, to maintain neat and clean living quarters, and to seek medical care as needed.
4. You have the right to have family members and friends visit with you in keeping with the facility rules and schedules.
It is your responsibility to conduct yourself properly during visits and to not accept or pass contraband.
5. You have the right to unrestricted and confidential access to the courts by correspondence.
You have the responsibility to present honestly and fairly your petitions, questions, and problems to the court.
6. You have the right to legal counsel from an attorney of your choice by means of interviews and correspondence at no cost to the United States Government.
It is your responsibility to obtain the services of an attorney honestly and fairly.
7. You have the right to have access to reading material for your own enjoyment.
It is your responsibility to seek and utilize such material for your personal benefit, without depriving others of the same benefit.
8. You have the right to participate in the use of the law library reference materials to assist you in resolving legal problems. You also have the right to receive help when it is available through a legal assistance program.
It is your responsibility to use those resources in keeping with the procedures and schedule prescribed and to respect the rights of other detainees to the use of the material.

9. You have the right to a wide range of reading material for educational purposes and for your own enjoyment. These materials may include magazines and newspapers sent from the publishers.

It is your responsibility to seek and utilize such material for personal benefit, without depriving others of their equal rights to the use of this material.

10. You have the right to participate in a work program as far as resources are available, and in keeping with your interests, needs and abilities.

You have the responsibility to take advantage of activities which may help you live a successful and abiding life within the facility and in the community. You will be expected to abide by the regulations governing the use of such activities.

11. You have the right to an administrative hearing before an Immigration Judge to determine your status in the United States.

It is your responsibility to seek and provide evidence for your defense.

12. If you are not an exclusion case and eligible, you have the right to be released on bond until your scheduled administrative hearing.

It is your responsibility to seek methods of payment for your bond.

13. You have the right to apply for political asylum if you believe that you will be persecuted because of your race, religion, nationality, membership in a social group or political opinion.

It is your responsibility to prepare and submit the proper forms accurately.

14. You have the right to request voluntary departure, if statutorily eligible, prior to a hearing but if you request voluntary departure, you waive the right to a hearing.

It is your responsibility to inform an ICE Officer that you request voluntary departure.

This handbook is designed to provide you with a general overview of facility procedures and services and describe prohibited acts and associated penalties. Every potential question and/or eventuality cannot be addressed completely in this format. Any questions or concerns should be directed to your dormitory officer. You may contact a supervisor or ICE officer by completing a detainee request form at any time.

IMMIGRATION HEALTH SERVICES CORP



MEDICAL ORIENTATION AND HEALTH INFORMATION

Welcome!

The medical clinic here will provide you with quality medical care if you have a serious medical problem.

Except for very rare medical reasons, medical staff will NOT give you comfort items or items such as special shoes, extra blankets, extra pillows, jackets, soap or deodorant. Only one mattress is authorized for safety reasons, please do not request an extra mattress. Some detainees are assigned a lower bunk or lower tier by their doctor for certain medical conditions that make it difficult or impossible to climb onto the upper bunk or walk up stairs.

Medical staff also cannot answer any questions about your case, your court date or your legal situation. Ask your deportation officer these questions.

General Overview of Services We Provide

Arrival - Soon after you arrive here, we will ask you some medical questions and perform a chest x-ray or tuberculin skin test to see if you may have tuberculosis. This is important for the health and safety of everyone.

There are many diseases that can be spread through blood and body fluids. Do not share personal items such as toothbrushes, razors or hair combs. If you have an open cut or wound cover it with a bandage. Engaging in sexual acts in which body fluids are exchanged is not only prohibited but dangerous. Testing for sexually transmitted diseases, including HIV, is available. If you feel you need to be tested please speak to one of the medical providers.

Physical Exam – Within the first 14 days of your stay here, you will receive a physical exam.



Sick call- For men and women sick call and triage is conducted 7 days per week at 5:30 AM. When controlled movement is announced, **female detainees** wishing to be seen by the nurse will be directed to proceed to the designated sick call location. The nurse will see patients one at a time. This will be a triage process and the nurse will assess the level of care required based on the emergent nature of the complaint. **After all females have been seen and returned to their dorms, the same process will be conducted for males.** Designated **Level 3** detainees will be directed to a sick call location that is separate from the general population. The same sick call process will be completed. Once seen by the nurse, you will be given a timeframe for your appointment appropriate to your medical condition. On holidays and weekends, sick call will be conducted in the same manner but only emergent same day appointments will be granted.



Emergency Services:

1. If you are having dental pain, or swelling, you will use the sick call process to get help. Routine care like dental cleanings will not be done unless you are here for more than 12 months.
2. If you are feeling overwhelmed, or have thoughts of hurting yourself, or feel like you might hurt someone else, let an officer or a medical staff member know immediately and you will be seen.
3. Emergency care is provided 24 hours a day. If you have a medical emergency, contact any staff member and immediate medical care will be provided as needed.

Additional Services

If needed, other services may include medications, lab tests, x-rays, education and counseling, and regular appointments for serious medical conditions.

Medical Complaints/Grievances - If you are not happy with the care you receive, talk to the medical provider. Remember that some types of care or services are not available. If you are still unhappy and it is care that the facility provides, you have the right to complete a grievance form. If you can't find the form in the clinic, ask any security or medical provider to get you the form.



Emotional Difficulties

It is normal to feel emotions like sadness, depression, anxiety, nervousness, anger and fear in this environment. It is also normal to have problems sleeping. Try to remember that you will not be in detention forever. Think about ways to keep busy, to stay calm, and to stay healthy. Read, talk to people, play a game, exercise, go to religious activities, or practice some relaxation techniques. A medical provider can give you some information on stress management.

Medications

1. Do not share medications with others.
2. If your medicine is causing you problems such as a rash, itching, trouble breathing or diarrhea, let an officer or the medical staff know immediately, and stop taking the medicine.



3. Keep your medicine with you at all times. Do not lose your medication.

Proper Shoes and Clothes

1. Wear your shoes at all times.
2. If you are wearing closed shoes, wear socks if you have them.
3. Wear your shower shoes in the shower.



YES



NO

4. Wear proper clothing for the weather.

Toilet Use

1. Please do not stand on the toilet. Sit on the toilet seat and flush the toilet after using it.
2. Put all used toilet paper into the toilet then flush.

- Ladies - Please put used Kotex pads or tampons in the garbage cans and not into the toilet.



YES



NO

Hand Washing - Germs can make you sick, and germs can be passed through hand contact. Washing your hands will help keep you from getting sick.

- Make sure you run the water in the sink and use soap to wash your hands.
- Wash each finger and rub your hands together, washing both sides of your hands with soap and water. Clean under your finger nails also.
- Wash hands before eating, after going to the bathroom, after playing or working outside, or after being near a sick person.

Showering/Personal Care

- Take a shower every day (when possible) and use soap and water.
- Bathe only in the shower; do NOT bathe in the sinks. Don't urinate (pee) in the shower.
- Use the sinks to wash your hands or face, to shave your face, or to brush your teeth.
- Do not shave your head or private areas (leads to infections.) Do not share your razor with others.
- Do not pierce any part of your body.
- Use a deodorant every day.
- Do not leave any clothes in the bathroom.

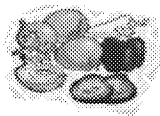


Bed Safety

- Do not jump down from the top bunk or up to the top bunk.
- Take your time when getting into and out of bed. Make sure you step on a solid area of the floor with the large portion of your foot.
- Lower your head when getting out of bed if you sleep on a lower bunk.
- If you fall out of bed at any time notify the officer in the barracks so that you can be examined in the medical clinic.

Good Health

- In hot weather, stay in the shade during the hottest part of the day and drink lots of water throughout the day. If your urine (pee) is very dark, you probably aren't drinking enough water, so drink more.
- Eat 3 good meals a day. Be sure to eat fruits and vegetables. Don't eat too much candy.
- Try to exercise at least 30 minutes every day. Play sports, walk around, run in place or do pushups. If you haven't exercised in a long time, do some light stretching or slow jogging to warm up and prevent injuries.



- Try to sleep at least 8-10 hours a night.



- Cover your mouth with your hand when you cough or sneeze and do not spit on the ground or floor. This spreads germs that can make other people sick.

6. Smoking is not allowed. Think of this as your chance to quit smoking forever. It is one of the best things you can do for your health.

Dental Care

1. Brush your teeth after every meal, if possible, and before going to bed.
2. Always brush up and down – never across.
3. Always brush your back teeth; and gently brush your tongue.
4. Floss everyday if dental floss is available.



IHSC DENTAL POLICY

A. SICK CALL

The Northwest Detention Center dental clinic is available for emergency dental treatment. Some examples include treatment for the relief of severe tooth pain, elimination of infection and swelling, and repair of trauma to teeth. If you require emergency dental treatment for any of these conditions report to sick call any morning at 0530 for evaluation.

Please do NOT use the sick call system to request routine dental care such as cleanings or check-ups. Sick call is for emergency dental problems only.

If you remain in ICE custody for 12 consecutive months, you will be eligible for a comprehensive dental exam, cleaning and the treatment of any urgent treatment needs identified during the examination.

Full mouth reconstruction and rehabilitation are not ordinarily covered and examples of rehabilitative accessory dental treatment modalities include the following:

- Fixed prosthodontics (crowns, bridges, implants, etc)
- Removable prosthodontics (partial and complete denture)
- Orthodontics
- Cosmetics (bleaching, front tooth bonding in the absence of pain or infection)
- Esthetic reconstructive jaw surgery
- Mouth guards

B. ORAL HEALTH EDUCATION

Bleeding gums are the first sign of the oral infection called periodontal disease. The first stage of the disease is called gingivitis. This is when your gums become tender and start to bleed due to a buildup of bacteria on your teeth and gums. This bacterial build up is called plaque, and it will cause both cavities and gum infections if it is not removed daily by brushing and flossing. We all know a buildup of plaque will also cause bad breath. Brushing and flossing twice daily will remove the bacterial plaque and help to keep your teeth and gums healthy. YOU can prevent dental problems with good oral hygiene. If your gums are tender and bleeding it is an early sign that you need to brush your teeth more often, and if you begin brushing and flossing right away the bleeding and tenderness will go away after about a week of good oral hygiene.

If you don't brush and floss as you should the bacterial plaque will continue to grow on your teeth and gums and start to gather in the pockets between your teeth and gums. When the plaque begins to grow and gather in your mouth like this it can destroy the gums and the bone supporting your teeth. The germs in the plaque are very toxic for your mouth, and eventually the gums and the bone surrounding your teeth will shrink away leaving loose and sensitive teeth. This is the stage of gum infection called periodontitis. While there will be some damage to your gums and bone, you can usually still save your teeth at this point if you begin regular brushing and flossing along with regular visits to the dentist for special cleanings.

Finally, if this stage of gum infection called periodontitis is not treated and the plaque is allowed to continue to build up on the teeth and gums, the teeth will become very loose and painful and will need to be pulled out by a dentist. At this stage there is too much damage to repair. No one wants to lose their teeth, so brush and floss daily. Keeping your mouth healthy is good for your self esteem, and it is also a very important part of keeping the rest of your body healthy.

C. ORAL HYGIENE

Using a soft bristle toothbrush with fluoride toothpaste start on your

1) Outside front teeth:

Hold brush at an angle where the teeth and gums meet

Move the brush gently in a circular motion while also moving the brush sideways using short strokes.

2) Inside and outside surfaces of back teeth:

Use short angled, circular brush strokes brushing both teeth and gums

3) Inside surfaces of front teeth:

Hold brush flat on inside surface and brush back and forth

Don't forget to brush your tongue. Your tongue is a hiding place for the bacteria that cause cavities, gum disease and bad breath.

D. BRUSHING YOUR TEETH and GUMS HARD CAN CAUSE PERMANENT DAMAGE! BE CAREFULL!

Helpful Hints:

Brush two or three times a day for a few minutes each time you brush. Make sure you brush all surfaces of your teeth.

Use toothpaste containing fluoride to help fight tooth decay.

Use dental floss to clean between your teeth once a day. This cleans areas your brush can't reach. If you don't floss between your teeth you will miss 35% of all your tooth surfaces.

General

1. If you brush your hair over the sink, remove any fallen hairs from the sink.



2. Throw trash into the garbage cans. Don't throw it on the floor.
3. Throw disposable diapers into the trash. Do not throw them on the floors or into the toilets.
4. Do not leave crumbs from food in your housing area because it will bring ants and other insects.

Non Violence

1. This facility will not permit any type of physical or sexual abuse. If someone physically or sexually assaults you, tell an officer or medical staff immediately.
2. Disciplinary measures will be taken against anyone who physically or sexually assaults someone else in the facility.



Getting Along with Others

You have to share living space with a lot of people so it is important to be considerate and to recognize that others are different.

1. Don't be so loud that others can't enjoy their activities. Be quiet at night so other people can sleep.



2. Avoid people who like to cause problems or fight.

IHSC STAYING HEALTHY



What is a cold?

A cold is a virus. There is no cure for it and there are no pills or shots that kill the virus. You may not feel good, but it is not an emergency. You will usually feel better in 1-2 weeks.

When you have a cold, you may:

- cough (might be worse at night)
- have a sore throat or fever
- have a stuffy nose or runny nose
- have a headache or body aches
- feel tired or irritable
- not feel like eating.

To feel better you should:

- Drink lots of water or juice.
- Get lots of rest and sleep.
- Take Tylenol if you have a slight fever.
- If you have a sore throat, you can gargle with warm salt water every 2 hours.

You should let medical staff know if:

- you have trouble breathing
- what you are coughing up (your spit) is green or yellow, let the medical staff know.

To help stop other people from getting your cold:

- Cover your mouth when you cough.
- Sneeze into a tissue or toilet paper.
- Spit into a tissue or toilet paper, NOT into the garbage can or sink.
- Wash your hands often.

What is the flu?

The flu is an infection that is caused by a virus. After you come into contact with the virus, you will usually start to feel bad in 24-48 hours. Antibiotics like penicillin do not cure the flu because they don't kill viruses.

When you have the flu, you may:

- have chills and a medium to high fever
- have muscle aches or a backache
- have a cough, but usually with little or no stuff being coughed up in your spit
- have a sore throat, runny nose, headache, or if you feel very tired.

To feel better, you can:

- take Tylenol (don't take aspirin) or a cough syrup or decongestant
- get plenty of rest
- drink lots of water, fruit juice and tea.

You should let medical staff know if you have:

- a high fever or a strong cough
- blood in your spit
- trouble breathing
- have neck pain/stiffness or severe headaches
- sinus pain (head and nose area)
- thick stuff coming from your nose, sinuses or ears, or an earache

To help stop other people from getting your flu:

- Cover your mouth when you cough
- Spit into a tissue NOT into the garbage can or sink.
- Wash your hands often.

What is insomnia?

Insomnia means you are not getting enough sleep. You may have a problem getting to sleep, or you may wake up often during the night. It is very normal that you and others have problems sleeping while in detention.

Some causes of sleep problems here:

- worrying about family and money
- worrying about your legal situation
- living with many other people that you don't know and who make noise when you are trying to sleep
- lots of strong feelings like sadness or fear
- sleeping during the day and then not being able to sleep at night.

The medical staff will not normally give you sleeping pills because they can be abused and can be dangerous if taken wrong.

There are things you can do to help you sleep:

- Get up every day at the same time.
- Don't lie in bed or sleep during the day.
- Don't drink anything with caffeine (coffee, chocolate, cocoa).
- Exercise in the morning or afternoon.
- Eat healthy food. Don't eat late at night.
- Practice relaxation exercises like deep breathing, meditation or quiet reading.

How do I stay healthy in hot weather?

It is important to keep water in your body when it is hot. Your body needs lots of water to stay healthy. In hot weather, you sweat and lose water from your body. This can:

- make you feel dizzy
- make your mouth and tongue dry and sticky
- make your urine (pee) darker
- urinate (pee) less often

If you feel thirsty, this means you already don't have enough water in your body. Drink water in hot weather even when you don't feel thirsty.

To avoid getting sick in hot weather:

- drink lots of water all day long
- if you are playing sports, drink extra water

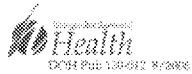
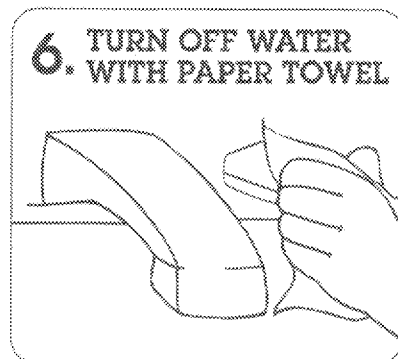
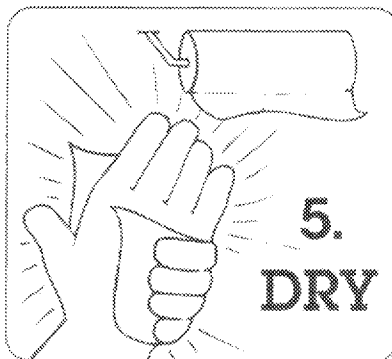
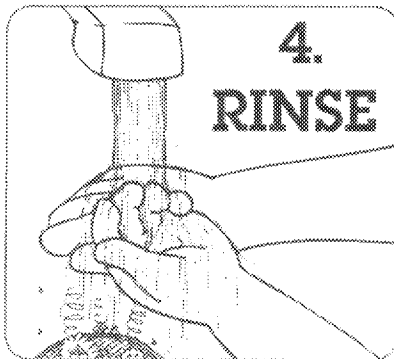
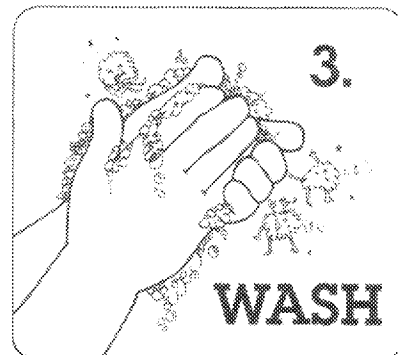
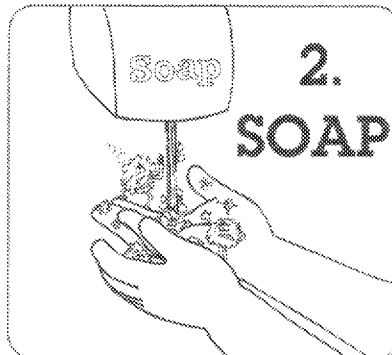
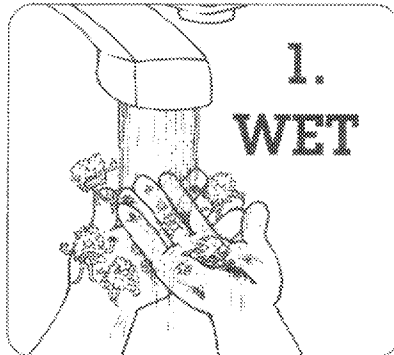
- stay in the shade during the hottest part of the day
- wear loose clothing
- if you start to feel dizzy, sit down in the shade or indoors
- don't stay in the sun for too long

You should let medical staff know if:

- you feel weak or dizzy every time you stand up
- you urinate (pee) very little



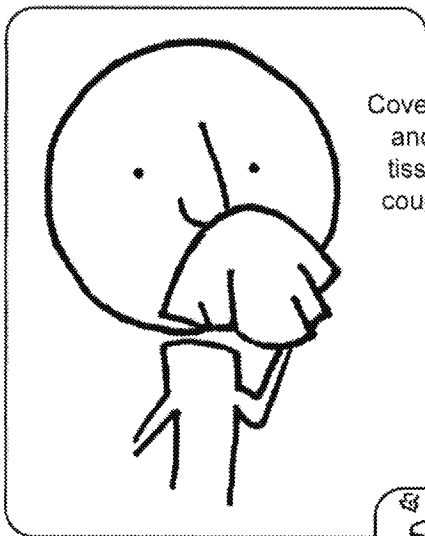
Be a Germ-Buster... **WASH YOUR HANDS!**



For persons with disabilities, this document is available on request in other formats. Please call 1-800-833-6127 (TDD) relay 1-800-833-6386.

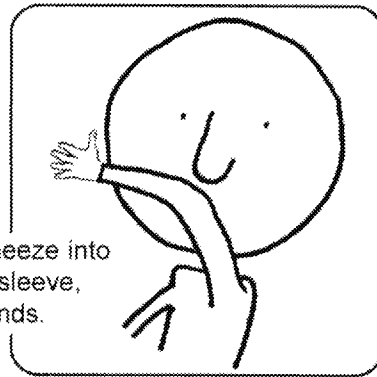
Stop the spread of germs that make you and others sick!

Cover your Cough



Cover your mouth and nose with a tissue when you cough or sneeze

or cough or sneeze into your upper sleeve, not your hands.

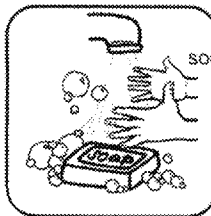


Put your used tissue in the waste basket.



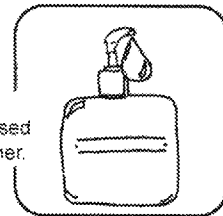
You may be asked to put on a surgical mask to protect others.

Clean your Hands after coughing or sneezing.



Wash with soap and water

or clean with alcohol-based hand cleaner.



Minnesota Department of Health
625 N. Robert Street, 12th Floor, St. Paul, MN 55103
St. Paul, MN 55103-0001
651.201.6474 TDD/TTY 651.201.6707
www.health.state.mn.us



02851-1025

EXHIBIT E

U.S. Department of Homeland Security
Office of Acquisition Management
24000 Avila Rd, Rm 3104
Laguna Niguel, CA 92607-0680



**U.S. Immigration
and Customs
Enforcement**

October 16, 2009

The GEO Group, Inc.
One Park Place, Suite 700
621 NW 53rd St.,
Boca Raton, FL 33487
Attn: Mr. Ron Maddux

Subject: Solicitation No. HSCEDM-09-R-00003, Notice of Award

Thank you for submitting a proposal in response to the Detention Services Seattle Area Contract Detention Facility Request for Proposal (RFP) HSCEDM-09-R-00003.

Congratulations. Your proposal was evaluated in accordance with the criteria established in Section M of the RFP and it was determined to represent the best value to the Government. The total evaluated contract price [REDACTED]. The contract number for this award is HSCEDM-10-D-00001.

With this letter you will find a copy of the contract for your signature.

Please complete blocks 19A, 19B and 19C of the Standard Form 26 and return 1 copy of the completed form to Jun Surla at jun.surla@dhs.gov or fax at (949) 360-3013.

If you have any questions, please contact Jun Surla at (949) 360-3073.

We look forward to working with you.

Bobbie Wright
Contracting Officer

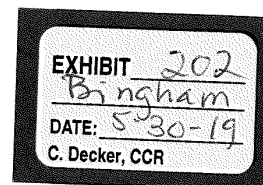


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AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING	PAGE OF PAGES 1 42
2. CONTRACT (Proc. Inst. Ident.) NO HSCEDM-10-D-00001		3. EFFECTIVE DATE 10/24/2009		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 192110ESSTACK0002.1	
5. ISSUED BY ICE/Detent Mngt/Detent Contract-LAG Immigration & Customs Enforcement OAO Detention Management Laguna Attn: Jun Surla (949) 360-3073 24000 Avila Road, Room 3104 Laguna Niguel CA 92677		6. ADMINISTERED BY (If other than item 5) ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement OAO-Detention Management Laguna Attn: Jun Surla (949) 360-3073 24000 Avila Road, Room 3104 Laguna Niguel CA 92677		7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code) GEO GROUP INC THE 621 NW 53RD ST STE 700 BOCA RATON FL 334878242	
8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)		9. DISCOUNT FOR PROMPT PAYMENT		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ITEM Section G	
11. SHIP TO/MARK FOR DEPARTMENT OF HOMELAND SECURITY IMMIGRATION AND CUSTOMS ENFORCEMENT 1623 EAST J STREET, STE 2 ATTN: JAMES GROHEWOLD (253) 779-606 TACOMA WA 98421		12. PAYMENT WILL BE MADE BY DHS, ICE Burlington Finance Center P.O. Box 1620 Attn: ICE-DRO-FOD-FSE Williston VT 05495-1620		13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION. <input type="checkbox"/> TO USC 2304 (a) <input type="checkbox"/> 41 U.S.C. 353 (a) <input type="checkbox"/>	
14. ACCOUNTING AND APPROPRIATION DATA		15A. ITEM NO		15B. SUPPLIES/SERVICES	
15C. QUANTITY		15D. UNIT		15E. UNIT PRICE	
15F. AMOUNT		15G. TOTAL AMOUNT OF CONTRACT		50.00	
16. TABLE OF CONTENTS					
(X)	SEC.	DESCRIPTION	PAGES	(X)	SEC. DESCRIPTION PAGE(S)
PART I - THE SCHEDULE			PART II - CONTRACT CLAUSES		
X	A	SOLICITATION/CONTRACT FORM	1	X	I CONTRACT CLAUSES 25
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	X	J LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH 42
X	C	DESCRIPTION/SPEC WORK STATEMENT	12	X	K REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS
X	D	PACKAGING AND MARKING	18	X	L INSTRS. CONDS., AND NOTICES TO OFFERORS
X	E	INSPECTION AND ACCEPTANCE	19	X	M EVALUATION FACTORS FOR AWARD
X	F	DELIVERIES OR PERFORMANCE	20		
X	G	CONTRACT ADMINISTRATION DATA	21		
X	H	SPECIAL CONTRACT REQUIREMENTS	23		
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE					
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver to, or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following conditions: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.) THE NAME AND TITLE OF SIGNER (Type or print) Ron Maddux VP Project Development			18. <input type="checkbox"/> AWARDED (Contractor is not required to sign this document.) Your offer on Solicitation Number HSCEDM-09-R-00003 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the terms listed above and on any continuation sheets. This award constitutes the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual documents are necessary.		
19A. NAME OF CONTRACTING OFFICER Robbie Wright		19B. NAME OF CONTRACTOR (Signature of person authorized to sign)		19C. UNITED STATES OF AMERICA	
19D. DATE SIGNED 10/16/09		19E. DATE SIGNED 10.16.09		19F. DATE SIGNED	

NSM 7340(1)-112-8003
PREVIOUS EDITION IS UNUSABLE

STANDARD FORM 38 (Rev. 4-83)
Prescribed by GSA
FAR (48 CFR) 53.214(a)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
 GEO GROUP INC THE

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	DUNS Number: 612706465 . Finance POC: [REDACTED] Contracting Officer Technical Representative (COTR) POC: [REDACTED] . The North American Industry Classification System (NAICS) Code is 561210, Facility Support Services (Size Standard of [REDACTED]) . The Federal Service Code (FSC) is S206, Guard Services. . FOB: Destination ----- BASE PERIOD: The Period of Performance shall be from October 24, 2009 through October 23, 2010.				
0001	DETENTION SERVICES IAW THE PERFORMANCE WORK STATEMENT (Estimated [REDACTED] bed capacity) . The Government's minimum quantity of [REDACTED] [REDACTED] to be ordered via task order.				0.00
0001A	Bed-day rate for [REDACTED] This is a fully burdened rate. Unit of Issue DA is equivalent to Bed-Day. . Obligated Amount: \$0.00				
0001B	Bed-day rate for quantities in excess of [REDACTED] bed-days. This is a fully burdened rate. Unit of Issue DA is equivalent to Bed-Day. . Obligated Amount: \$0.00				
0002	TRANSPORTATION SERVICES IAW THE PERFORMANCE WORK STATEMENT				0.00
0002A	Transportation Fixed Flat Rate for [REDACTED] Passenger Vehicles and [REDACTED]; Passenger Vehicles. Unit of Issue MO is equivalent to Month. . Continued ...				

NSN 7540-01-152-8067

OPTIONAL FORM 336 (4-86)
 Sponsored by GSA
 FAR (48 CFR) 53.110

NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Obligated Amount: \$0.00				
0002B	Estimated Fuel Cost for [REDACTED] Vehicles for [REDACTED] miles. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. This is a Not-To-Exceed of [REDACTED] Unit of Issue MO is equivalent to Month. . Obligated Amount: \$0.00	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
0002C	Estimated Fuel Cost for [REDACTED]; Passenger Vehicles for [REDACTED] miles. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. This is a Not-To-Exceed of [REDACTED] Unit of Issue MO is equivalent to Month. . Obligated Amount: \$0.00	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
0002D	Estimated Travel Cost inclusive of Lodging and Meals & Incidental Expenses (MI&E) for Detention Officers exceeding the standard working hours. Cost is based on actual charges per occurrence, not to exceed the allowable Federal Travel Regulation rates/costs in effect on the dates of travel. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. This is a Not-To-Exceed of [REDACTED] Unit of Issue LO is equivalent to Lot. . Obligated Amount: \$0.00	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
0002E	OVERTIME Overtime must be pre-approved by the Government and tracked by the contractor (including name of approver, hours approved, and date of approval). Overtime hours not used in any base or option period will not roll over to the next performance period. The contractor shall not exceed the amount shown without prior approval by the Contracting Officer. Unit of Issue HR is equivalent to Hour. . Obligated Amount: \$0.00 Continued ...	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

NSN 7540-01-152-8067

OPTIONAL FORM 336 (4-88)
Sponsored by GSA
FAR (48 CFR) 53.110

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NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0003	<p>Detainee Volunteer Wages for the Detainee Work Program. Reimbursement for this line item will be at the actual cost of \$1.00 per day per detainee. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. Unit of Issue LO is equivalent to Lot.</p> <p>Obligated Amount: \$0.00</p> <p>-----</p> <p>OPTION PERIOD ONE: The Period of Performance shall be from October 24, 2010 through October 23, 2011.</p>	1	LO	114,975.00	114,975.00
1001	<p>DETENTION SERVICES IAW THE PERFORMANCE WORK STATEMENT (Estimated [redacted] bed capacity)</p> <p>The Government's minimum quantity of [redacted] [redacted] [redacted] [redacted] [redacted] to be ordered via task order. (Option Line Item) 10/24/2010</p>				0.00
1001A	<p>Bed-day rate for [redacted]. This is a fully burdened rate. Unit of Issue DA is equivalent to Bed-Day. (Option Line Item) 10/24/2010</p>	[redacted]		[redacted]	0.00
1001B	<p>Bed-day rate for quantities in excess of [redacted] bed-days. This is a fully burdened rate. Unit of Issue DA is equivalent to Bed-Day. (Option Line Item) 10/24/2010</p>	[redacted]		[redacted]	0.00
1002	<p>TRANSPORTATION SERVICES IAW THE PERFORMANCE WORK STATEMENT. (Option Line Item) 10/24/2010</p>				0.00
1002A	<p>Transportation Fixed Flat Rate for [redacted] Passenger Vehicles and [redacted]; [redacted] Passenger Vehicles. (Option Line Item) 10/24/2010</p> <p>Continued ...</p>	[redacted]	[redacted]	[redacted]	0.00

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OPTIONAL FORM 330 (4-86)
Sponsored by GSA
FAR (48 CFR) 53.110

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NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1002B	Estimated Fuel Cost for [REDACTED] Passenger Vehicles for [REDACTED]. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. This is a Not-To-Exceed of [REDACTED] Unit of Issue MO is equivalent to Month. (Option Line Item) 10/24/2010	[REDACTED]	[REDACTED]	[REDACTED]	0.00
1002C	Estimated Fuel Cost for [REDACTED] Passenger Vehicles for [REDACTED] miles. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. This is a Not-To-Exceed of [REDACTED] Unit of Issue MO is equivalent to Month. (Option Line Item) 10/24/2010	[REDACTED]	[REDACTED]	[REDACTED]	0.00
1002D	Estimated Travel Cost inclusive of Lodging and Meals & Incidental Expenses (MI&E) for Detention Officers exceeding the standard working hours. Cost is based on actual charges per occurrence, not to exceed the allowable Federal Travel Regulation rates/costs in effect on the dates of travel. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. This is a Not-To-Exceed of [REDACTED] Unit of Issue LO is equivalent to Lot. (Option Line Item) 10/24/2010	[REDACTED]	[REDACTED]	[REDACTED]	0.00
1002E	OVERTIME Overtime must be pre-approved by the Government and tracked by the contractor (including name of approver, hours approved, and date of approval). Overtime hours not used in any base or option period will not roll over to the next performance period. The contractor shall not exceed the amount shown without prior approval by the Contracting Officer. Unit of Issue HR is equivalent to Hour. (Option Line Item) 10/24/2010	[REDACTED]	[REDACTED]	[REDACTED]	0.00
1003	Detainee Volunteer Wages for the Detainee Work Program. Reimbursement for this line item will be at the actual cost of \$1.00 per day per detainee. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. Unit of Issue LO is equivalent to Lot. Continued ...	1	LO	114,975.00	0.00

NSN 7540-01-152-8067

OPTIONAL FORM 336 (4-86)
Sponsored by GSA
FAR (48 CFR) 53.110

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NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(Option Line Item) 10/24/2010 ----- OPTION PERIOD TWO: The Period of Performance shall be from October 24, 2011 through October 23, 2012.				
2001	DETENTION SERVICES IAW THE PERFORMANCE WORK STATEMENT (Estimated [redacted] bed capacity) The Government's minimum quantity of [redacted] [redacted] [redacted] [redacted] [redacted] to be ordered via task order. (Option Line Item) 10/24/2011				0.00
2001A	Bed-day rate for [redacted] This is a fully burdened rate. Unit of Issue DA is equivalent to Bed-Day. (Option Line Item) 10/24/2011				0.00
2001B	Bed-day rate for quantities in excess of [redacted] bed-days. This is a fully burdened rate. Unit of Issue DA is equivalent to Bed-Day. (Option Line Item) 10/24/2011				0.00
2002	TRANSPORTATION SERVICES IAW THE PERFORMANCE WORK STATEMENT. (Option Line Item) 10/24/2011				0.00
2002A	Transportation Fixed Flat Rate for [redacted] Passenger Vehicles and [redacted] Passenger Vehicles. Unit of Issue MO is equivalent to Month. (Option Line Item) 10/24/2011				0.00
2002B	Estimated Fuel Cost for [redacted] Passenger Vehicles for [redacted] Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. This is a Not-To-Exceed of [redacted] Unit of Issue MO is equivalent to Month. (Option Line Item) Continued ...				0.00

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OPTIONAL FORM 336 (4-86)
Sponsored by GSA
FAR (48 CFR) 53.110

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NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2002C	10/24/2011 Estimated Fuel Cost for [REDACTED]; [REDACTED] Passenger Vehicles for [REDACTED] miles. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. This is a Not-To-Exceed of [REDACTED] Unit of Issue MO is equivalent to Month. (Option Line Item) 10/24/2011	[REDACTED]		[REDACTED]	0.00
2002D	10/24/2011 Estimated Travel Cost inclusive of Lodging and Meals & Incidental Expenses (MI&E) for Detention Officers exceeding the standard working hours. Cost is based on actual charges per occurrence, not to exceed the allowable Federal Travel Regulation rates/costs in effect on the dates of travel. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. This is a Not-To-Exceed of [REDACTED] Unit of Issue LO is equivalent to Lot. (Option Line Item) 10/24/2011	[REDACTED]		[REDACTED]	0.00
2002E	10/24/2011 OVERTIME Overtime must be pre-approved by the Government and tracked by the contractor (including name of approver, hours approved, and date of approval). Overtime hours not used in any base or option period will not roll over to the next performance period. The contractor shall not exceed the amount shown without prior approval by the Contracting Officer. Unit of Issue HR is equivalent to Hour. (Option Line Item) 10/24/2011	[REDACTED]		[REDACTED]	0.00
2003	10/24/2011 Detainee Volunteer Wages for the Detainee Work Program. Reimbursement for this line item will be at the actual cost of \$1.00 per day per detainee. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. Unit of Issue LO is equivalent to Lot. (Option Line Item) 10/24/2011 ----- OPTION PERIOD THREE: The Period of Performance shall be from October 24, 2012 through October Continued ...	1	LO	114,975.00	0.00

NSN 7540-01-152-8067

OPTIONAL FORM 336 (4-86)
Sponsored by GSA
FAR (48 CFR) 53.110

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NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Officer. This is a Not-To-Exceed of [REDACTED] Unit of Issue MO is equivalent to Month. (Option Line Item) 10/24/2012				
3002D	Estimated Travel Cost inclusive of Lodging and Meals & Incidental Expenses (MI&E) for Detention Officers exceeding the standard working hours. Cost is based on actual charges per occurrence, not to exceed the allowable Federal Travel Regulation rates/costs in effect on the dates of travel. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. This is a Not-To-Exceed of [REDACTED] Unit of Issue LO is equivalent to Lot. (Option Line Item) 10/24/2012			[REDACTED]	0.00
3002E	OVERTIME Overtime must be pre-approved by the Government and tracked by the contractor (including name of approver, hours approved, and date of approval). Overtime hours not used in any base or option period will not roll over to the next performance period. The contractor shall not exceed the amount shown without prior approval by the Contracting Officer. Unit of Issue HR is equivalent to Hour. (Option Line Item) 10/24/2012			[REDACTED]	0.00
3003	Detainee Volunteer Wages for the Detainee Work Program. Reimbursement for this line item will be at the actual cost of \$1.00 per day per detainee. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. Unit of Issue LO is equivalent to Lot. (Option Line Item) 10/24/2012	1	LO	114,975.00	0.00
	----- OPTION PERIOD FOUR: The Period of Performance shall be from October 24, 2013 through October 23, 2014.				
4001	DETENTION SERVICES IAW THE PERFORMANCE WORK STATEMENT (Estimated [REDACTED] bed capacity) The Government's minimum quantity of [REDACTED] [REDACTED] / [REDACTED] [REDACTED] Continued ...				0.00

NSN 7540-01-152-8067

OPTIONAL FORM 336 (4-86)
Sponsored by GSA
FAR (48 CFR) 53.110

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NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>via task order. (Option Line Item) 10/24/2013</p>				
4001A	<p>Bed-day rate for [REDACTED]. This is a fully burdened rate. Unit of Issue DA is equivalent to Bed-Day. (Option Line Item) 10/24/2013</p>				0.00
4001B	<p>Bed-day rate for quantities in excess of [REDACTED] bed-days. This is a fully burdened rate. Unit of Issue DA is equivalent to Bed-Day. (Option Line Item) 10/24/2013</p>				0.00
4002	<p>TRANSPORTATION SERVICES IAW THE PERFORMANCE WORK STATEMENT. (Option Line Item) 10/24/2013</p>				0.00
4002A	<p>Transportation Fixed Flat Rate for [REDACTED] Passenger Vehicles and [REDACTED] Passenger Vehicles. Unit of Issue MO is equivalent to Month. (Option Line Item) 10/24/2013</p>				0.00
4002B	<p>Estimated Fuel Cost for [REDACTED] Passenger Vehicles for [REDACTED] miles. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. This is a Not-To-Exceed of [REDACTED]. Unit of Issue MO is equivalent to Month. (Option Line Item) 10/24/2013</p>				0.00
4002C	<p>Estimated Fuel Cost for [REDACTED] Passenger Vehicles for [REDACTED] miles. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. This is a Not-To-Exceed of [REDACTED]. Unit of Issue MO is equivalent to Month. (Option Line Item) 10/24/2013</p>				0.00
4002D	<p>Estimated Travel Cost inclusive of Lodging and Meals & Incidental Expenses (MI&E) for Detention Continued ...</p>				0.00

NSN 7540-01-152-8087

OPTIONAL FORM 338 (4-86)
Sponsored by GSA
FAR (48 CFR) 53.110

NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
4002E	<p>Officers exceeding the standard working hours. Cost is based on actual charges per occurrence, not to exceed the allowable Federal Travel Regulation rates/costs in effect on the dates of travel. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. This is a Not-To-Exceed of [REDACTED]. Unit of Issue LO is equivalent to Lot. (Option Line Item) 10/24/2013</p> <p>OVERTIME Overtime must be pre-approved by the Government and tracked by the contractor (including name of approver, hours approved, and date of approval). Overtime hours not used in any base or option period will not roll over to the next performance period. The contractor shall not exceed the amount shown without prior approval by the Contracting Officer. Unit of Issue HR is equivalent to Hour. (Option Line Item) 10/24/2013</p>	[REDACTED]		[REDACTED]	0.00
4003	<p>Detainee Volunteer Wages for the Detainee Work Program. Reimbursement for this line item will be at the actual cost of \$1.00 per day per detainee. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. Unit of Issue LO is equivalent to Lot. (Option Line Item) 10/24/2013</p> <p>The total amount of award: \$305,519,843.60. The obligation for this award is shown in box 15G.</p>	1	LO	114,975.00	0.00

SECTION C – DESCRIPTION/SPECIFICATIONS

Statement of Objectives
Detention Services
Seattle Area Contract Detention Facility
HSCEDM-10-D-00001

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STATEMENT OF OBJECTIVES

**U. S. IMMIGRATION AND CUSTOMS ENFORCEMENT
DETENTION SERVICES**

C.1 U. S. IMMIGRATION AND CUSTOMS ENFORCEMENT GOALS

The United States Department of Homeland Security (DHS), U.S. Immigration & Customs Enforcement (ICE) is responsible for the detention, health, welfare, transportation and deportation of illegal aliens in removal proceedings, and aliens subject to final order of removal from the United States. ICE houses detainees in Contract Detention Facilities (CDF), Service Processing Centers (SPC), and other federal, state, local and private facilities.

C.2 PURPOSE

C.2.1 ICE DRO Mission

The mission of the Detention and Removal Operations Program (DRO) is the planning, management, and direction of broad programs relating to the supervision, detention and deportation of detainees who are in the United States illegally. These activities are chiefly concerned with the processing and enforcement of departure from the United States of detainees who have entered illegally or have become removable after admission.

In implementing its mission, DRO is responsible for carrying out all orders for the securing and departure activities of detainees who are designated in removal proceedings and for arranging for the detention of detainees when such becomes necessary and prescribed by law.

C.2.2 Statement of Objectives

This Statement of Objectives (SOO) is for performance-based services and applies to designated ICE solicitations and contracts for detention and transportation services at contractor-owned and contractor-owned facilities. This SOO sets forth the contract objectives and other relevant information that applies to solicitations and contracts that incorporate this SOO.

C.2.3 Performance Work Statement

This SOO and the relevant solicitation contain ICE-developed model performance work statements (PWS) that are germane to the designated location. The solicitation invites offerors to modify the model PWS(s) and propose a PWS that both complies with ICE operational and legal requirements and specifically correlates with the offeror's proposed solution. Accordingly, a final PWS will become a part of the resultant contract. See Attached Sample Performance Work Statement.

C.3 CONTRACT OBJECTIVES – TOP LEVEL

C.3.1 A fully controlled, secured, safe and supervised facility and its detainees will be achieved, with no detainee escapes and no unauthorized entries.

C.3.2 The staffing of fully trained, knowledgeable and responsive detention officers (armed/unarmed) and support personnel, including managers, who have proper security clearances and efficiently carry out the law enforcement and administrative duties required by the contract, laws and regulations.

C.3.3 The timely acquiring and/or accomplishing of training, certifications, licenses, drug testing, uniforms, equipment, supplies and vehicles necessary to provide the full range of required detention and transportation

services seven (7) days a week, twenty-four (24) hours per day throughout the contract period of performance.

C.4 SPECIFIC OBJECTIVES

C.4.1 Facility Security and Control

Each facility is fully guarded and controlled. Access and egress points are fully secured to ensure that no escapes and unauthorized entries occur. Records and reports are maintained and submitted in a timely and accurate manner. Detainee inspections, counts, handling and supervision are carried out in a timely, courteous and, if applicable, force-appropriate manner. Contraband will be secured, controlled, inventoried and timely reported to ICE, as prescribed under the applicable contract(s).

C.4.2 Health, Safety and Emergency

The facility shall be fully compliant with all applicable health and safety codes and standards. Detainee supervision shall be effective so as to minimize and quickly stop disturbances. Medical services and responses to injuries and illness shall be prompt and provide the proper medical care and attention.

C.4.3 Property, Equipment, Supplies and Information

Government-owned property, equipment, supplies and information shall be safeguarded, timely inventoried, and controlled, in accordance with applicable procedures. Firearm usage and storage at facilities shall be in accordance with ICE and state standards and licensing requirements. All valuables, whether Government-owned, contractor-owned, detainee-owned, or contraband, will be properly controlled, secured, managed and released or disposed of.

C.4.4 Contractor Employee Training

The Contractor's employees satisfactorily complete all required training on schedule and properly perform their duties during the course of the contract period of performance. The employees' performance, reports, response to situations, and other duties are in accordance with the standards, procedures, and training that apply to the circumstances at hand.

C.5 PERFORMANCE MEASURES

The following measures are applicable to this SOO and resultant PWS. The PWS may include additional objectives and measures that are relevant and specific to the site for which services are being acquired.

C.5.1 All guard posts are staffed and patrols and inspections are accomplished in accordance with the contract and applicable standards. No escapes and unauthorized entries occur. Records and reports are maintained and submitted in a timely and accurate manner. Detainee inspections, counts, handling and supervision are carried out in a timely, courteous and, if applicable, force-appropriate manner.

The contractor's preventive actions, searches and detection processes shall ensure that all contraband is timely seized, controlled and reported to ICE officials. No loss or misplacement of contraband or other controlled items occur.

C.5.2 No health and safety code violations occur. Emergency safety plans are complete, effective and in place. Detainee supervision minimizes and stops disturbances within 3 minutes following occurrences. Responses to injuries and illness are provided immediately in the cases of emergencies, and within one hour in cases of non-emergency situations.

C.5.3 Government-owned property, equipment, supplies and information are safeguarded, inventoried, and controlled, in accordance with applicable contract requirements and procedures. No loss of property by

negligence or theft occurs. Inventory reports of controlled property are submitted on time, and detainee property is accurately logged, secured and returned.

No accidents or violations of firearm usage occur and weapon storage at facilities shall be in accordance with ICE and state standards and licensing requirements. Firearm safety is exercised and no unauthorized use or firings occur.

C.5.4 The Contractor's employees satisfactorily complete all required training on schedule and properly perform their duties during the course of the contract period of performance. The employees' performance, reports, response to situations, and other duties are in accordance with the standards, procedures, and training that apply to the circumstances at hand. No more than 10% of the contractor's employees require remedial or repeat training per year due to poor or substandard performance.

C.6 PARTNERING PHILOSOPHY

A major intent of this acquisition is to create a "partnership" between ICE and the Contractor. ICE intends to structure the contract in a manner that ensures the Contractor's goals and objectives are in alignment with those of ICE. Superior performance on the Contractor's part will have both an indirect and direct effect on the accomplishment of ICE's mission. Within the context of the ICE/Contractor partnership, ICE does not use the terms "partner" and "partnership" as legal terms. The ICE/Contractor partnership will reflect the attributes of an open, collaborative, customer-oriented, and professional relationship. In addition to meeting the program objectives, the contractor is encouraged to:

1. Consistently take steps to understand ICE's crucial national security mission, its business issues and opportunities, and its responsibilities under Section 287(g) of the Illegal Immigration Reform and Immigrant Responsibility Act;
2. Work collaboratively with other Federal, state and local law enforcement organizations, contractors, government agencies, and business partners to ensure success; and
3. Under a performance-based contract, performance measures and metrics will be used extensively to monitor contractor performance. ICE and the Contractor will monitor progress using agreed-upon performance metrics.

C.7 PLACE OF PERFORMANCE

Program objectives for this SOO will be monitored by and reported to the U. S. Immigration and Customs Enforcement, Office of Acquisition Management-Laguna, 24000 Avila Road, Room 3104, Laguna Niguel, CA 92677. The detention and transportation work will be performed at the Seattle, Washington area.

C.8 PERIOD OF PERFORMANCE

The anticipated total period of performance of each contract is five years, inclusive of any options.

C.9 CONSTRAINTS

The following constraints comprise the statutory, regulatory, policy and operational considerations that will impact the contractor. The contractor is expected to become familiar with all constraints affecting the work to be performed. These constraints may change over time; the contractor is expected to be knowledgeable of any changes to the constraints and perform in accordance with the most current version of the constraints. Constraints include, but are not limited to:

- a) Memoranda of Understanding between ICE and individual law enforcement jurisdictions that may apply
- b) Department of Homeland Security Management Directive (MD) 11042.1 - Safeguarding Sensitive but Unclassified (For Official Use Only) Information
- c) Department of Homeland Security Management Directive (MD) 11050.2 - Personnel Security and Suitability Program
- d) Other applicable Executive Orders and Management Directives

- e) Post Orders
- f) General Directives
- g) American Correctional Association (ACA) Standards for Adult Detention Facilities (most current edition) and the most recent copy of the supplement issued every two years. A copy is obtainable for purchase through the Internet website <http://www.aca.org/store/bookstore/>
- h) ICE/ DHS Officer's Handbook (current and future editions, as issued)
- i) A Guide to Proper Conduct and Relationships with Aliens and the General Public – <http://onlineplus.uscis.dhs.gov/lpbinplus/lpext.dll/Infobase/ddm/ddm-1/ddm-10477?f=templates&fn=document-frame.htm#ddm-appendix-32-26-1>
- j) The ICE/DHS Performance Base Detention Standards – A copy is obtainable on the Internet website <http://www.ice.gov/partners/dro/PBND/index.htm>
- k) All rules and regulations governing usage of firearms, public buildings and grounds
- l) All regulations provided to the Contractor through the COTR
- m) Computer Security Act of 2002
- n) The Patriot Act of 2001
- o) The Illegal Immigration Reform and Immigrant Responsibility Act (IIAIRA), P. L. 104-208
- p) Federal Acquisition Regulations (FAR) and Department of Homeland Security Acquisition Regulations (HSAR)
- q) Applicable federal, state facility codes, rules, regulations and policies
- r) Applicable federal, state and local labor laws and codes
- s) Applicable federal, state and local firearm laws, regulations and codes
- t) Alignment with external sources (e.g. state and local law enforcement organizations)
- u) Pre-clearance approvals are required for access to ICE field staff, facilities and information
- v) Pre-employment suitability clearance is required for contract employees before any access is granted to ICE field staff, facilities and information
- w) All applicable environmental requirements, including Executive Orders and Management Directives
- x) Existing lease agreements
- y) DHS Non-Disclosure Agreement Requirements
- z) Organizational Conflict of Interest Provisions

Accomplishments of some ACA standards are augmented by DHS/ICE policy and/or procedure. In these instances, the PWS identifies and provides direction for the enhanced requirements. In cases where other standards conflict with DHS/ICE policy or standards, DHS/ICE policy and standards prevail.

C.10 Quality Assurance Surveillance Plan (QASP)

ICE has developed a Quality Assurance Surveillance Plan (QASP), which sets forth the procedures and guidelines that ICE will use to inspect the technical performance of the Contractor. It presents the financial values and mechanisms for applying adjustments to the Contractor's invoices as dictated by work performance measured to the desired level of accomplishment.

The purpose of the QASP is to:

1. Define the roles and responsibilities of participating Government officials.
2. Define the types of work to be performed.
3. Describe the evaluation methods that will be employed by the Government in accessing the Contractor's performance.
4. Describe the process of performance documentation.

SECTION D - PACKAGING AND MARKING

HSCEDM-10-D-00001

This section is intentionally left blank.

SECTION E – INSPECTION AND ACCEPTANCE

52.246-4 Inspection of Services - Fixed-Price (AUG 1996)

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

E.1 - Inspection by the Government

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

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

E.2 - Methodology to Be Used to Monitor the Contractor’s Performance

100 Percent Inspection: This is the most appropriate method for tasks with stringent performance requirements, e.g., where safety or health is a concern. With this method, performance is inspected and evaluated at each occurrence.

Random Sampling: This is the most appropriate method for frequently recurring tasks. With random sampling, services are sampled sporadically to determine if the level of performance is acceptable.

Planned Inspection: This method is appropriate to evaluate tasks at a set time.

Customer Complaint: This method is based on subjective opinions regarding performance standards and includes data elements necessary to begin an investigation. Any required service can have a valid Customer Complaint as an alternative method of surveillance.

E.3 - Customer Complaint

All Customer Complaints will be reviewed by the COTR. The COTR shall verify the performance and determine the validity of the complaint. The COTR will notify the Project Manager of the customer complaint, annotating the time of the notification on the Customer Complaint. The Project Manager will respond in writing to the COTR within two (2) working days of notification.

SECTION F - DELIVERIES OR PERFORMANCE

52.242-15 Stop-Work Order (AUG 1989)

52.242-17 Government Delay of Work (APR 1984)

F.1 - Period of Performance

The period of performance for the Base Period shall commence upon the start date specified in the Notice to Proceed and continues for a period of twelve (12) months.

F.2 - Notice to the Government of Delays

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

F.3 - Deliverables of Written Documentation

Written documentation and/or deliverables must be submitted as prescribed in Section J-Attachment 4.

F.4 - Reporting Requirements

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

F.5 - Monetary Adjustments for Unsatisfactory and Non Performance of Required Standards

ICE developed a model Quality Assurance Surveillance Plan (QASP) see Section J-Attachment 2, which sets forth the procedures and guidelines that ICE will use to inspect the technical performance of the Contractor. It presents the potential withholdings and mechanisms for applying adjustments to the Contractor's invoices as dictated by work performance measured to the desired level of accomplishment.

1. Define the roles and responsibilities of participating Government officials.
2. Define the types of work to be performed.
3. Describe the evaluation methods that will be employed by the Government in assessing the Contractor's performance.
4. Describe the process of performance documentation

F.6 - Report Cards on Contractor Performance

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

Federal agencies are required to evaluate Contractor performance. The Government completes and forwards the Contractor performance evaluation to the Contractor for review within 30 calendar days at the end of each period of performance or contract year. The Contractor has 30 days to make comments, rebut the statements, or add information that will be made part of the official record. Contractor performance evaluations shall be available to contracting personnel of other Federal agencies to make responsibility determinations on future contract actions.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 - CONTRACT ADMINISTRATION OFFICE

DHS, Immigration & Customs Enforcement
 Office of Acquisition Management-Laguna
 24000 Avila Road, Room 3104
 Laguna Niguel, CA 92677

G.1.1 – CONTRACTING OFFICER’S AUTHORITY

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

In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, including any change beyond the scope of authority given to the duly authorized Contracting Officer’s Representative identified in the contract, the change will be considered to have been made without authority and no adjustment will be made in the contract cost to cover any increase in charges incurred as a result thereof. The Contracting Officer has the authority to perform any and all post-award functions in administering and enforcing this contract in accordance with its terms and condition. The Contracting Officer may execute contract modifications de-obligating unexpended DHS/ICE dollar balances considered excess to known contracting requirements.

All modifications and/or changes to this contract must be in writing, signed and approved by the Contracting Officer.

G.2 - CONTRACTING OFFICER’S TECHNICAL REPRESENTATIVES (COTR(s))

- a. The Contracting Officer’s Technical Representatives (COTR(s)) below are designated to coordinate the technical aspects of this contract and inspect items/services/invoices furnished hereunder, however, he/she shall not be authorized to change any terms and conditions of the resultant contract, including price.
- b. The COTRs are authorized to certify (but not to reject or deny) invoices for payment in accordance with Item G-3. The authority to reject or deny performance and associated invoice payment is expressly reserved for the Contracting Officer.
- c. The Contracting Officer Representatives are:
 Primary: James Gronewold. Tel # (253) 779-6060
 Secondary: Thomas Giles. Tel # (253) 779-6080
 Immigration & Customs Enforcement
 Detention & Removal Operations-Seattle

The COTR(s) are responsible for monitoring the performance of work under this contract. In no event, however, will any understanding, agreement, modification, change order or other matter deviating from the terms and conditions of this contract be effective or binding upon the Government unless formalized by proper contractual documents executed by the Contracting Officer. The COTR(s) may give technical direction to the Contractor that fills in details, requires pursuit of certain lines of inquiry or otherwise serves to facilitate the Contractor’s compliance with the contract.

To be valid, the technical directions by the COTR(s):

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

In the event any Government technical direction is interpreted by the Contractor to fall within the clause of this contract entitled ‘CHANGES” (FAR 52.243-1 Alternate 1), the Contractor shall not implement such

direction but shall notify the Contracting Officer in writing of such interpretation within ten (10) working days after the contractor's receipt of such direction.

If after reviewing the information presented by the Contractor, the Contracting Officer is of the opinion that such direction is within the purview of the "Changes" clause and considers such change desirable, a unilateral direction will be issued to the contractor to proceed pursuant to the authority granted in that clause.

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

G.3 - SUBMISSION OF INVOICES/VOUCHERS FOR PAYMENT OF SERVICES

ICE shall pay for accepted services rendered under this contract. When invoicing on a monthly basis, the Contractor shall include the required information with the actual number of bed days, mileage, stipend, labor hours, and travel costs or as listed contract line items performed at the agreed contract price. Contract Number and/or Task Order Number must be clearly marked on the invoice. All invoices shall be submitted via one of the following methods:

a). By Mail:

DHS, ICE Burlington Finance Center (BFC)
P.O. Box 1620
Williston, VT 05495-1620
Attn: ICE-DRO-FOD-FSE

b). By Fax: 802-288-7658 (include a cover sheet with point of contact and number of pages)

c). By Email: Invoice.Consolidation@dhs.gov

Invoices submitted by other than these three methods will be returned. The Contractor Taxpayer Identification Number (TIN) must be registered in the Central Contractor Registration (<http://www.ccr.gov>) prior to award and shall be notated on every invoice submitted to ICE to ensure prompt payment provisions are met. The ICE program office identified in the delivery order/contract shall also be notated on every invoice.

If deficiencies and errors were found on the invoice, BFC shall return the invoice and will notify the COTR and Contracting Officer regarding invoice deficiencies and errors. For performance issues and deficiencies, the COTR shall notify and forward the invoice to the Contracting Officer for contractual action.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 - CLAUSE AND PROVISION NUMBERING:

The clauses and provisions in this document are in numerical order but may not be numbered sequentially.

H.2 – BACKGROUND AND SECURITY CLEARANCE PROCEDURES

The Contractor shall process all background investigations through the ICE Security Office via the COTR prior to contract start date. ICE shall have complete control over granting, denying, suspending, and terminating employment suitability checks for Contractor employees and prospective employees. If the COTR receives a report indicating the unsuitability of any employee or prospective employees, the COTR shall inform the Contractor that the Government will not allow the individual on site. See Section J-Attachment 10 for the E-QIP instructions and forms.

H.3 - PRICING OF MODIFICATIONS

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

H.4 - ORDERING ACTIVITY

Supplies or services to be furnished under this contract shall be ordered by issuance of task orders issued by a Contracting Officer, Immigration & Customs Enforcement, Office of Acquisition Management, Detention Management (DM)-Laguna, California.

H.5 - INDEMNIFICATION

A. Responsibility for Government Property

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

B. Hold Harmless and Indemnification Agreement

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

C. Government's Right of Recovery

Nothing in the above paragraphs shall be considered to preclude the Government from receiving the benefits of any

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

D. Government Liability

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

SECTION I - CONTRACT CLAUSES**52.252-2 Clauses Incorporated by Reference (FEB 1998)**

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

52.202-1 Definitions (JUL 2004)**52.203-3 Gratuities (APR 1984)****52.203-5 Covenant Against Contingent Fees (APR 1984)****52.203-6 Restrictions on Subcontractor Sales to the Government (SEP 2006)****52.203-7 Anti-Kickback Procedures (JUL 1995)****52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)****52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)****52.203-12 Limitation on Payments to Influence Certain Federal Transactions (SEP 2007)****52.203-13 Contractor Code of Business Ethics and Conduct (DEC 2008)****52.203-14 Display of Hotline Poster(s) (DEC 2007)**

(b) (3) DHS OIG Hotline Poster; http://www.dhs.gov/xoig/assets/DHS_OIG_Hotline.pdf

52.203-15 Whistle Protections under the American Recovery and Reinvestment Act of 2009 (MAR 2009)**52.204-4 Printed or Copied Double-Sided on Recycled Paper (AUG 2000)****52.204-7 Central Contractor Registration (APR 2008)****52.204-9 Personal Identity Verification of Contractor Personnel (SEP 2007)****52.204-10 Reporting Subcontract Awards (SEP 2007)****52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (SEP 2006)****52.215-2 Audit and Records - Negotiation (MAR 2009)****52.215-8 Order of Precedence - Uniform Contract Format (OCT 1997)****52.215-10 Price Reduction for Defective Cost or Pricing Data (OCT 1997)****52.215-11 Price Reduction for Defective Cost or Pricing Data - Modifications (OCT 1997)****52.215-12 Subcontractor Cost or Pricing Data (OCT 1997)****52.215-13 Subcontractor Cost or Pricing Data - Modifications (OCT 1997)**

52.215-14 Integrity of Unit Prices (OCT 1997)

52.215-15 Pension Adjustments and Asset Reversions (OCT 2004)

52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (JUL 2005)

52.215-19 Notification of Ownership Changes (OCT 1997)

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

- (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
- (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall -

- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
- (2) Provide the ACO or designated representative ready access to the records upon request;
- (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
- (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

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

52.215-21 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications (OCT 1997)

52.216-18 Ordering (OCT 1995)

Contract Award; Last Day of 4th Option Period, if exercised.

52.216-19 Order Limitations (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than:

CLIN 1 - Detention Service [REDACTED] Bed-Days

The Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

- (1) Any order for a single item in excess of:
[REDACTED]
- (2) Any order for a combination of items in excess of 100 percent of (b) (1) above; or
- (3) A series of orders from the same ordering office within 5 days that together calls for quantities exceeding the limitations in subparagraph (b) (1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the

Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 Indefinite Quantity (OCT 1995)

The final day of the 4th option period, if exercised.

52.217-8 Option to Extend Services (NOV 1999)

30 days

52.217-9 Option to Extend the Term of the Contract (MAR 2000)

(a) 30 days; 60 days

(c) 60 months under FAR 52.217-8

52.219-8 Utilization of Small Business Concerns (MAY 2004)

52.219-9 Small Business Subcontracting Plan (APR 2008)

52.219-16 Liquidated Damages – Subcontracting Plan (Jan 1999)

- (a) "Failure to make a good faith effort to comply with the subcontracting plan", as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.
- (b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion, or in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.
- (c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.
- (d) With respect to commercial plans; the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by that commercial plan.
- (e) The Contractor shall have the right of appeal, under the clause in this contract entitled, Disputes, from any final decision of the Contracting Officer.
- (f) Liquidated damages shall be in addition to any other remedies that the Government may have.

- 52.219-28 Post-Award Small Business Program Representation (MAR 2009)
- 52.222-1 Notice to the Government of Labor Disputes (FEB 1997)
- 52.222-3 Convict Labor (JUN 2003)
- 52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation (JUL 2005)
- 52.222-21 Prohibition of Segregated Facilities (FEB 1999)
- 52.222-26 Equal Opportunity (MAR 2007)
- 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006)
- 52.222-36 Affirmative Action for Workers with Disabilities (JUN 1998)
- 52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006)
- 52.222-39 Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004)

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

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs.

Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

- (c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.
- (d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.
- (e) The requirement to post the employee notice in paragraph (b) does not apply to--
- (1) Contractors and subcontractors that employ fewer than 15 persons;
 - (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
 - (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
 - (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--
 - (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
 - (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
 - (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.
- (f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--
- (1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;
 - (2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or
 - (3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.
- (g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

52.222-41 Service Contract Act of 1965, as Amended (NOV 2007)

52.222-42 Statement of Equivalent Rates for Federal Hires (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29

CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It is not a Wage Determination

Employee Class	Monetary Wage	Fringe Benefits
Accounting Clerk II (GS-3)	\$12.48	\$3.49
General Clerk (GS-4)	\$14.01	\$3.92
Personnel Assistant II (GS-4)	\$14.01	\$3.92
Personnel Assistant III (GS-5)	\$15.68	\$4.39
Secretary II (GS-5)	\$15.68	\$4.39
Janitor (WG-2)	\$12.44	\$3.48
General Maintenance Wrkr (WG-8)	\$20.70	\$5.80
General Maintenance Wrkr Sup (WG-8/2)	\$21.57	\$6.04
Court Security Officer (GS-6)	\$17.47	\$4.89
Detention Officer (GS-6)	\$17.47	\$4.89
Recreation Specialist (GS-7)	\$19.42	\$5.44
Recreation Specialist Supv (GS-9)	\$23.75	\$6.65
Licensed Practical Nurse II (GS-4)	\$14.01	\$3.92
Laborer, Ground Maintenance (WG-3)	\$13.42	\$3.76
Food Service Worker (WG-2)	\$12.44	\$3.48
Cook I (WG-6)	\$17.90	\$5.01
Cook II (WG-8)	\$20.70	\$5.80
Records Clerk (GS-4)	\$14.01	\$3.92
Stock Clerk (WG-4)	\$14.90	\$4.17
Warehouse Specialist (WG-5)	\$16.41	\$4.59

52.222-43 Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (SEP 2009)

52.222-50 Combating Trafficking in Persons (FEB 2009)

52.222-54 Employment Eligibility Verification (JAN 20096)

52.223-2 Affirmative Procurement of Biobased Products under Service and Construction Contracts (DEC 2007)

52.223-6 Drug-Free Workplace (MAY 2001)

52.223-10 Waste Reduction Program (AUG 2000)

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

Recycling means the series of activities, including collection, separation, and processing, by which products or other materials are recovered from the solid waste stream for use in the form of raw materials in the manufacture of products other than fuel for producing heat or power by combustion.

Waste prevention means any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.

Waste reduction means preventing or decreasing the amount of waste being generated through waste prevention,

recycling, or purchasing recycled and environmentally preferable products.

(b) Consistent with the requirements of Section 701 of Executive Order 13101, the Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor's programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, *et seq.*) and implementing regulations (40 CFR Part 247).

52.223-12 Refrigeration Equipment and Air Conditioners (MAY 1995)

52.223-14 Toxic Chemical Release Reporting (AUG 2003)

52.223-15 Energy Efficiency in Energy-Consuming Products (DEC 2007)

52.223-17 Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts (MAY 2008)

52.224-1 Privacy Act Notification (APR 1984)

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C.552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

52.224-2 Privacy Act (APR 1984)

52.225-1 Buy American Act - Supplies (FEB 2009)

52.225-13 Restrictions on Certain Foreign Purchases (JUN 2008)

52.226-6 Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009)

52.227-1 Authorization and Consent (DEC 2007)

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)

52.227-14 Rights in Data—General (DEC 2007)

52.229-3 Federal, State, and Local Taxes (APR 2003)

52.232-1 Payments (APR 1984)

52.232-8 Discounts for Prompt Payment (FEB 2002)

52.232-9 Limitation on Withholding of Payments (APR 1984)

52.232-11 Extras (APR 1984)

52.232-17 Interest (OCT 2008)

52.232-18 Availability of Funds (APR 1984)

52.232-19 Availability of Funds for the Next Fiscal Year (APR 1984)

September 30, 2009; September 30, 2009

52.232-23 Assignment of Claims (JAN 1986)

52.232-25 Prompt Payment (OCT 2008)

52.232-33 Payment by Electronic Funds Transfer - Central Contractor Registration (OCT 2003)

52.233-1 Disputes (JUL 2002)

52.233-3 Protest after Award. (AUG 1996)**52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)****52.237-3 Continuity of Services (JAN 1991)****52.237-11 Accepting and Dispensing of \$1 Coin (SEP 2008)****52.242-13 Bankruptcy (JUL 1995)****52.243-1 Changes - Fixed-Price (AUG 1987) - Alternate I (APR 1984)****52.244-6 Subcontracts for Commercial Items (AUG 2009)****(a) Definitions.** As used in this clause--

“Commercial item” has the meaning contained Federal Acquisition Regulation 2.101, Definitions.

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

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.**(c) (1)** The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)), if the subcontract exceeds \$5,000,000 and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.

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

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

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

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

(vii) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201), if flow down is required in accordance with paragraph (g) of FAR clause 52.222-39).

(viii) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

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

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

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.**52.245-1 Government Property (JUN 2007)****52.246-25 Limitation of Liability - Services (FEB 1997)****52.245-9 Use and Charges (JUN 2007)****52.248-1 Value Engineering (FEB 2000)**

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.

(b) *Definitions.*

"Acquisition savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include –

- (1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;
- (2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and
- (3) Future contract savings, which are the product of the future unit cost reduction, multiplied by the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increases in quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract

"Collateral costs," as used in this clause, means agency cost of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either –

- (1) Throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated; or
- (2) To the calculation of a lump-sum payment which cannot be revised later.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

"Instant contract," as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

"Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

"Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of

a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

"Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

"Sharing base," as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

"Sharing period," as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at a calendar date or event determined by the contracting officer for each VECP.

"Unit," as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

"Value engineering change proposal (VECP)" means a proposal that –

- (1) Requires a change to this, the instant contract, to implement; and
 - (2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; *provided*, that it does not involve a change –
 - (i) In deliverable end item quantities only;
 - (ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or
 - (iii) To the contract type only.
- (c) *VECP preparation.* As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (c) (1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:
- (1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.
 - (2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.
 - (3) Identification of the unit to which the VECP applies.
 - (4) A separate, detailed cost estimate for
 - (i) the affected portions of the existing contract requirement and
 - (ii) the VECP.

The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.
 - (5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.
 - (6) A prediction of any effects the proposed change would have on collateral costs to the agency.
 - (7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.
 - (8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.
- (d) *Submission.* The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP

simultaneously to the Contracting Officer and to the Administrative Contracting Officer.

(e) *Government action.*

- (1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it will not be liable for any delay in acting upon a VECP.
- (2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.
- (3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) *Sharing rates.* If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon –

- (1) This contract's type (fixed-price, incentive, or cost-reimbursement);
- (2) The sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule); and
- (3) The source of the savings (the instant contract, or concurrent and future contracts), as follows:

CONTRACTOR'S SHARE OF NET ACQUISITION SAVINGS
(Figures in percent)

Contract Type	Incentive (Voluntary)		Program Requirement (Mandatory)	
	Instant Contract Rate	Concurrent and Future Contract Rate	Instant Contract Rate	Concurrent and Future Contract Rate
Fixed-price (includes fixed-price-award-fee; excludes other fixed-price incentive contracts)	■	■	■	■
Incentive (fixed-price or cost) (other than award fee)	■	■	■	■
Cost-reimbursement (includes cost-plus-award-fee; excludes other cost-type incentive Contracts)	■	■	■	■

* The Contracting Officer may increase the Contractor's sharing rate to as high as ■ percent for each VECP.

** Same sharing arrangement as the contract's profit or fee adjustment formula.

*** The Contracting Officer may increase the Contractor's sharing rate to as high as ■ percent for each VECP.

(g) *Calculating net acquisition savings.*

- (1) Acquisition savings are realized when
 - (i) the cost or price is reduced on the instant contract,

- (ii) reductions are negotiated in concurrent contracts,
- (iii) future contracts are awarded, or
- (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i) (4) below).

Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

- (2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.
 - (3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.
 - (4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.
- (h) *Contract adjustment.* The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall –
- (1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;
 - (2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;
 - (3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;
 - (4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and
 - (5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:
 - (i) Fixed-price contracts -- add to contract price.
 - (ii) Cost-reimbursement contracts -- add to contract fee.
- (i) *Concurrent and future contract savings.*
- (1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.
 - (2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by –
 - (i) Subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset; and
 - (ii) Multiplying the result by the Contractor's sharing rate.
 - (3) The Contracting Officer shall calculate the Contractor's share of future contract savings by –
 - (i) Multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period;
 - (ii) Subtracting any Government costs or negative instant contract savings not yet offset; and
 - (iii) Multiplying the result by the Contractor's sharing rate.
 - (4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is

accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h) (3) above) and shall not be subject to subsequent adjustment.

- (5) *Alternate no-cost settlement method.* When, in accordance with subsection 48.104-4 of the Federal Acquisition Regulation, the Government and the Contractor mutually agrees to use the no-cost settlement method, the following applies:
- (i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.
 - (ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.
- (j) *Collateral savings.* If a VECP is accepted, the Contracting Officer will increase the instant contract amount as specified in paragraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.
- (k) *Relationship to other incentives.* Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.
- (l) *Subcontracts.* The Contractor shall include an appropriate value engineering clause in any subcontract of \$100,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.
- (m) *Data.* The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:
- These data, furnished under the Value Engineering clause of contract TBD, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations.
- If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

52.249-2 Termination for Convenience of the Government (Fixed-Price) (MAY 2004)

52.249-8 Default (Fixed-Price Supply and Service) (APR 1984)

52.251-1 Government Supply Sources (APR 1984)

52.253-1 Computer Generated Forms (JAN 1991)

3052.204-70 Security Requirements for Unclassified Information Technology Resources (JUN 2006)

- (a) The Contractor shall be responsible for Information Technology (IT) security for all systems connected to a

envelopes is prohibited by postal regulations. If you receive incoming social or legal mail, it will be opened in your presence and inspected for contraband.

You must use the following address to send or receive mail at this facility:

Your Full Name, Your "A" Number
1623 East J Street, Suite 5
Tacoma, WA 98421

If you do not accept the mail or permit it to be inspected, it will be returned to the sender. **Your mail will not be read; it will only be examined for contraband.**

You will not be allowed to receive packages without advance arrangements, approved by the Warden. You will pay the postage for sending packages for oversized or overweight mail. Please fill out a MR-001 Postage Authorization form and submit it with your package. The contents of any outgoing or incoming packages will be inspected in your presence.

If you are indigent (defined as a detainee who has an account balance of \$15.00 or less and has not exceeded that amount for the previous 10 consecutive days):

- You may send up to three personal letters per week, weighing no more than two ounces each, at no cost to you.
- A reasonable number of legal (special) correspondences may also be sent at no cost to you.
- Please fill out a MR-001 Postage Authorization form and submit it with your letters.

Subscriptions to publications, magazines and catalogs are not allowed. The facility subscribes to certain magazines that are available to you in your unit. Books must be requested in advance via a "Request to Receive a Package or Property" form. The title(s) of the book(s) must appear on the "Request" form. Books must be paperback and must come directly from a publisher or an authorized bookstore / outlet.

Any mail received after you depart the facility will be endorsed, "No Forwarding Address, Return to Sender". All such mail will be returned to the Post Office.

ACCEPTANCE OF DETAINEE PROPERTY (ONLY CLOTHING)

If you have been notified that you are scheduled for removal in the near future, you may be eligible to have family / friends bring in or mail in **clothing**. You should:

- Submit an electronic "Kite" to your ICE Officer explaining your need and requesting authorization. Including the Name, address and telephone # of the person bring in the items.
- If approved, your ICE Officer will complete the process and perform the necessary notifications within seven days of your departure.

SPECIAL CORRESPONDENCE

"**Special correspondence**" is the term for detainees' written communications to or from private attorneys and other legal representatives; government attorneys; judges, courts; embassies and consulates; the President and Vice President of the United States, members of Congress, the Department of Justice (including ICE and the Office of the Inspector General); the I.H.S.C.; administrators of grievance systems; and representatives of the news media.

Correspondence will only be treated as special correspondence if the title and office of the sender (for incoming correspondence) or addressee (for outgoing correspondence) is clearly visible on the envelope, clearly indicating that the correspondence is special.

Staff will not treat outgoing correspondence as special if the name, title, and office of the recipient are not clearly identified on the envelope to provide a clear indication that the mail is special.

DHS network or operated by the Contractor for DHS, regardless of location. This clause applies to all or any part of the contract that includes information technology resources or services for which the Contractor must have physical or electronic access to sensitive information contained in DHS unclassified systems that directly support the agency's mission.

- (b) The Contractor shall provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract.
 - (1) Within 30 days after contract award, the contractor shall submit for approval its IT Security Plan, which shall be consistent with and further detail the approach contained in the Offeror's proposal. The plan, as approved by the Contracting Officer, shall be incorporated into the contract as a compliance document.
 - (2) The Contractor's IT Security Plan shall comply with Federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 et seq.); the Government Information Security Reform Act of 2000; and the Federal Information Security Management Act of 2002; and with Federal policies and procedures that include, but are not limited to, OMB Circular A-130.
 - (3) The security plan shall specifically include instructions regarding handling and protecting sensitive information at the Contractor's site (including any information stored, processed, or transmitted using the Contractor's computer systems), and the secure management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems.
- (c) Examples of tasks that require security provisions include—
 - (1) Acquisition, transmission or analysis of data owned by DHS with significant replacement cost should the contractor's copy be corrupted; and
 - (2) Access to DHS networks or computers at a level beyond that granted the general public (e.g., such as bypassing a firewall).
- (d) At the expiration of the contract, the contractor shall return all sensitive DHS information and IT resources provided to the contractor during the contract, and certify that all non-public DHS information has been purged from any contractor-owned system. Components shall conduct reviews to ensure that the security requirements in the contract are implemented and enforced.
- (e) Within 6 months after contract award, the contractor shall submit written proof of IT Security accreditation to DHS for approval by the DHS Contracting Officer. Accreditation will proceed according to the criteria of the DHS Sensitive System Policy Publication, 4300A (Version 2.1, July 26, 2004) or any replacement publication, which the Contracting Officer will provide upon request. This accreditation will include a final security plan, risk assessment, security test and evaluation, and disaster recovery plan/continuity of operations plan. This accreditation, when accepted by the Contracting Officer, shall be incorporated into the contract as a compliance document. The contractor shall comply with the approved accreditation documentation.

3052.204-71 Contractor Employee Access (JUN 2006)

- (a) "Sensitive Information," as used in this Chapter, means any information, the loss, misuse, disclosure, or unauthorized access to or modification of which could adversely affect the national or homeland security interest, or the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:
 - (1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Pub. L. 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);
 - (2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland

Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

- (3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and
- (4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.
- (b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.
- (c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.
- (d) The Contracting Officer may require the contractor to prohibit individuals from working on the contract if the government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, in subordination, incompetence, or security concerns.
- (e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those contractor employees authorized access to sensitive information, the contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.
- (f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

3052.209-70 Prohibition on Contracts with Corporate Expatriates (JUN 2006)

- (a) Prohibitions. Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.
- (b) Definitions. As used in this clause:
- Expanded Affiliated Group* means an affiliated group as defined in section 1504 (a) of the Internal Revenue Code of 1986 (without regard to section 1504 (b) of such Code), except that section 1504 of such Code shall be applied by substituting "more than 50 percent" for "at least 80 percent" each place it appears.
- Foreign Incorporated Entity* means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.
- Inverted Domestic Corporation* means a foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)
- (1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;
- (2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held
- (i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

- (ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and
 - (3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.
- Person, domestic, and foreign* have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.
- (c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.
 - (1) *Certain Stock Disregarded.* For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:
 - (i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or
 - (ii) stock of such entity which is sold in a public offering related to the acquisition described in subsection (b)(1) of Section 835 of the Homeland Security Act, 6 U.S.C. 395(b)(1).
 - (2) *Plan Deemed In Certain Cases.* If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.
 - (3) *Certain Transfers Disregarded.* The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.
 - (d) *Special Rule for Related Partnerships.* For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.
 - (e) Treatment of Certain Rights.
 - (1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:
 - (i) warrants
 - (ii) options
 - (iii) Contracts to acquire stock
 - (iv) Convertible debt instruments; and
 - (v) Other similar interests.
 - (2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835.
 - (f) *Disclosure.* The Offeror under this solicitation represents that (Check one):
 - it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73;
 - it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it has submitted a request for waiver pursuant to 3009.104-74, which has not been denied; or
 - it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it plans to submit a request for waiver pursuant to 3009.104-74.
 - (g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

3052.215-70 Key Personnel or Facilities (DEC 2003)

The Key Personnel or Facilities under this Contract:

- 1) Warden/Facility Director
- 2) Assistant Warden/Assistant Facility Director
- 3) Supervisory Detention Officers
- 4) Training Officers
- 5) Quality Assurance Manager
- 6) Corporate Security Officer

3052.219-70 Small Business Subcontracting Plan Reporting (JUN 2006)

3052.222-70 Strikes or Picketing Affecting Timely Completion of the Contract Work (DEC 2003)

3052.222-71 Strikes or Picketing Affecting Access to a DHS Facility (DEC 2003)

3052.242-71 Dissemination of Contract Information (DEC 2003)

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3052.245-70 Government Property Reports (JUN 2006)

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U.S. Department of Homeland Security
Immigration and Customs Enforcement

HSCEDM-10-D-00001



Performance Work Statement
Detention Services
Seattle Area Contract Detention Facility

Attachment 1

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I. EXPLANATION OF TERMS/ACRONYMS

1. **ADMINISTRATIVE SEGREGATION**: A form of separation from the general population used when the continued presence of the detainee in the general population would pose a threat to life, property, self, staff, or other detainees or to the security or orderly running of the facility. This housing status also includes detainees who require protective custody, those who cannot be placed in the local population because they are en route to another facility (holdovers), those who are awaiting a hearing before a disciplinary panel, and those requiring separation for medical reasons.
2. **ADULT LOCAL DETENTION FACILITY (ALDF)**: A facility which detains persons over the age of 18.
3. **ALIEN**: Any person who is not a citizen or national of the United States.
4. **AMERICAN CORRECTIONAL ASSOCIATION (ACA)**: The American Correctional Association is the oldest and largest international correctional association in the world. ACA serves all disciplines within the corrections profession and is dedicated to excellence in every aspect of the field.
5. **BED-DAY**: The total billable cost to the Government to maintain and house one detainee for one day. Bed-day means a detainee that occupies a bed in a housing unit or a detainee in custody for at least 4 hours in either a holding cell or staging area (not both). If the detainee is moved from the holding cell or staging area into a housing unit the same day, only one bed day charge is allowable. Bed day means day in not day out, and all days in between. The contractor may charge for day of arrival, but not day of departure.
6. **BED-DAY RATE**: The rate charged for each individual detainee per day. Bed-day rate is an all-inclusive burdened rate to include all costs inclusive of direct costs, indirect costs, overhead and profit necessary to provide the detention and food service requirements described in the PWS.
7. **BOOKING**: It is a procedure for the admission of an ICE detainee, which includes searching, fingerprinting, photographing, medical screening, and collecting personal history data. Booking also includes the inventory and storage of the individual's accompanying personal property.
8. **BUREAU OF PRISONS (BOP)**: The U.S. Federal Bureau of Prisons protects society by confining offenders in the controlled environments of prisons and community-based facilities that are safe, humane, cost-efficient, and appropriately secure, and that provide work and other self-improvement opportunities to assist offenders in becoming law-abiding citizens.
9. **CLASSIFICATION**: A process for determining the needs and requirements of aliens for whom detention has been ordered and for assigning them to housing units and programs according to their needs, security risk level, and existing resources of the facility.
10. **CONTRABAND**: Items that pose a threat to the security of people or property. A contraband item fits into either the category of hard or soft contraband as defined below:
 - a. **Hard Contraband**: Any item that is inherently dangerous as a weapon or tool of violence, e.g., a knife, explosives, a "zipgun," brass knuckles. Because hard contraband presents an immediate physical threat in or to the facility, a detainee found in possession of hard contraband could face disciplinary action or criminal prosecution.
 - b. **Soft Contraband**: Any item that presents a nuisance, which does not pose a direct and immediate threat to an individual's safety. None-the-less, soft contraband has the potential to create dangerous or unsanitary conditions in the facility, such as excess papers that create a fire hazard, food items that are spoiled or retained beyond the point of safe consumption, etc.
11. **CONTRACTING OFFICER (CO)**: An employee of the Government responsible for the complete conduct and integrity of the contracting process, including administration after award. The only individual authorized to issue changes to this contract.
12. **CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**: An employee of the Government responsible for monitoring all technical aspects and assisting in administering the contract.

13. **CONTRACTOR:** The entity, which provides the services, described in this Performance Work Statement.
14. **CONTRACTOR EMPLOYEE:** An employee of a private Contractor hired to perform a variety of detailed services under this contract.
15. **CONTROL ROOM:** Integrates all internal and external security communications networks within a secure room. Activities conducted within the control room have a critical impact on the institution's orderly and secure operation.
16. **CREDENTIALS:** Document providing primary source verification including education, training, licensure, experience, board certification, and expertise of an employee.
17. **DEPARTMENT OF HOMELAND SECURITY (DHS):** A department of the United States Government, which includes U.S. Immigration and Customs Enforcement (ICE).
18. **DEPARTMENT OF JUSTICE (DOJ):** A department of the United States Government, which includes the Executive Office of Immigration Review (EOIR), the Federal Bureau of Investigation (FBI), the Federal Bureau of Prisons (BOP), and the U.S. Marshals Service (USMS).
19. **DESIGNATED SERVICE OFFICIAL:** An employee of U.S. Immigration and Customs Enforcement designated in writing by ICE Officer-In-Charge (OIC) to represent ICE on matters pertaining to the operation of the facility.
20. **DETAINEE:** Any person confined under the auspices and the authority of any Federal agency. Many of those being detained may have substantial and varied criminal histories.
21. **DETAINEE RECORDS:** Information concerning the individual's personal, criminal and medical history, behavior, and activities while in custody, including, but not limited to:
1. Detainee, Personal Property
 2. Receipts, Visitors List, Photographs
 3. Fingerprints, Disciplinary Infractions
 4. Actions Taken, Grievance Reports, Medical
 5. Records, Work Assignments, Program Participation
 6. Miscellaneous Correspondence, etc.
22. **DETENTION AND REMOVAL OPERATIONS (DRO):** A division within ICE, whose mission is the planning, management, and direction of broad programs relating to the supervision, detention, and deportation of detainees who are in the United States illegally.
23. **DETENTION OFFICERS:** Contractor's uniformed staff members responsible for the security, care, transportation, and supervision of detainees during all phases of activity in a detention facility. The officer is also responsible for the safety and security of the facility.
24. **DETENTION STANDARDS COMPLIANCE UNIT (DSCU):** The purpose of the DSCU is to develop and prescribe policies, standards, and procedures for ICE detention operations and to ensure detention facilities are operated in a safe, secure, and humane condition for both detainees and staff.
25. **DIRECT SUPERVISION:** A method of detainee management that ensures continuing direct contact between detainees and staff by posting an officer(s) inside each housing unit. Officers in general housing units are not separated from detainees by a physical barrier. Officers provide frequent, non-scheduled observation of and personal interaction with detainees.
26. **DIRECTIVE:** A document issued by the U.S. Government and signed by the President, Departmental Secretary, or an Assistant Secretary that establishes policy, delegate authority, and/or assigns responsibilities.
27. **DISCIPLINARY SEGREGATION:** A unit housing detainees who commit serious rule violations.

28. **DIVISION OF IMMIGRATION HEALTH SERVICES (DIHS)**: A unit within the U.S. Public Health Service dedicated to providing medical services for ICE facilities.
29. **ENTRY ON DUTY (EOD)**: The first day the employee begins performance at a designated duty station on this contract.
30. **ENVIRONMENTAL ANALYSIS AND EVALUATION (EAE)**: This document initiates the analysis and evaluation of environmental effects of proposed actions, and contemplates alternative proposals. This document is the basis for deciding whether or not an Environmental Assessment is required.
31. **ENVIRONMENTAL ASSESSMENT (EA)**: Specific document summarizing the results of thorough analyses of environmental impacts caused by proposed actions. This document is the basis for deciding whether or not an Environmental Impact Statement is required.
32. **ENVIRONMENTAL IMPACT STATEMENT (EIS)**: Comprehensive document provides full and fair discussion of significant environmental impacts caused by the proposed action(s). It also states the reasonable alternatives, which would avoid or minimize the adverse impact(s) or enhance the quality of the human environment.
33. **EMERGENCY**: Any significant disruption of normal facility procedure, policy, or activity caused by riot, strike, escape, fire, medical exigency, natural disaster, or other serious incident.
34. **EMERGENCY CARE**: Care for an acute illness or unexpected serious health care need that cannot be deferred until the next scheduled sick call.
35. **EXECUTIVE OFFICE OF IMMIGRATION REVIEW (EOIR)**: An agency of DOJ.
36. **FACILITY**: The physical plant and grounds in which the Contractor's services are operated.
37. **FACILITY ADMINISTRATOR**: The official, regardless of local title (e.g., jail administrator, Facility Director, superintendent), who has the ultimate responsibility for managing and operating the contract detention facility. The qualifications for the holder of this office shall be consistent with ACA standards.
38. **FIRST AID**: Health care for a condition that requires immediate assistance from an individual trained in first aid care and the use of the facility's first aid kits.
39. **FLIGHT OPERATIONS UNIT (FOU)**: The FOU, located in Kansas City, MO, is the principal mass air transportation and deportation coordinating entity within DRO. It manages government and contract flights to the southern tier of the United States, Caribbean, and northern South America and orchestrates DRO flight standardization and safety. It works in coordination with JPATS (see definition below).
40. **GOVERNMENT**: Refers to the United States Government.
41. **GRIEVANCE**: A written complaint filed by a detainee with the facility administrator concerning personal health/welfare or the operations and services of the facility.
42. **HEALTH AUTHORITY**: The physician, health administrator, or agency on-site that is responsible for health care services pursuant to a written agreement, contract, or job description.
43. **HEALTH CARE**: The action taken, preventive and therapeutic. To provide for the physical and mental well being of the detainee population. Health care may include medical services, dental services, mental health services, nursing, personal hygiene, dietary services, and environmental conditions at the facility.
44. **HEALTH CARE PERSONNEL**: Duly licensed individuals whose primary duties are to provide health services to detainees in keeping with their respective levels of health care training or experience.
45. **HEALTH UNIT (HU)**: The physical area in the facility and organizational unit set-aside for routine health care and sick call. The HU is the designated part of the facility for the delivery of care to detainees on an ambulatory or observation basis.

46. **IMMIGRATION AND CUSTOMS ENFORCEMENT (ICE)**: A law enforcement agency within the U.S. Department of Homeland Security.
47. **IMMEDIATE RELATIVES**: Spouses, children (including stepchildren and adopted children) and their spouses, parents (including stepparents), brothers and sisters (including stepbrothers and sisters and half-brothers and sisters) and their spouses.
48. **INCIDENT REPORT**: A written document reporting an event, such as minor disturbances, officer misconduct, any detainee rule infraction, etc.
49. **JUSTICE PRISONER AND ALIEN TRANSPORTATION SYSTEM (JPATS)**: DOJ's prisoner transportation system operated by the U.S. Marshal Service (USMS), sometimes referred to as the "airlift." It works in coordination with FOU (see definition above).
50. **JUVENILE DETAINEE**: Any detainee under the age of eighteen (18) years unless the juvenile has been determined to be emancipated in an appropriate state judicial proceeding, or is an individual who has been incarcerated due to a conviction for a criminal offense as an adult.
51. **LIFE SAFETY CODE**: A manual published by The National Fire Protection Association specifying minimum standards for fire safety necessary in the public interest.
52. **LOG BOOK**: The official record of post operations and inspections.
53. **MAN-HOUR**: Man-hour means productive hours when the required services are performed. Only productive hours can be billed and invoiced.
54. **MEDICAL RECORDS**: Separate records of medical examinations and diagnosis maintained by the responsible physician or nurse. The following information from these records shall be transferred to the detainee record: date and time of all medical examinations; and, copies of standing or direct medical orders from the physician to the facility staff.
55. **MEDICAL SCREENING**: A system of structured observation and/or initial health assessment to identify newly-arrived detainees who could pose a health or safety threat to themselves or others.
56. **MILEAGE RATE**: a fully burdened rate inclusive of the mileage rate in accordance with General Service Administration Federal Travel Regulation, vehicle equipment, maintenance, and fuel costs
57. **NON-CONTACT VISITATION**: Visitation that restricts detainees from having physical contact with visitors using physical barriers such as screens and/or glass. Voice communications between the parties are typically accomplished with telephones or speakers.
58. **NON-DEADLY FORCE**: The force a person uses with the purpose of not causing or which would not create a substantial risk of causing death or serious bodily harm.
59. **NOTICE TO PROCEED (NTP)**: Written notification from the Government to the Contractor stating the date that the Contractor may begin work, subject to the conditions of the contract.
60. **OFFICE OF PROFESSIONAL RESPONSIBILITY, PERSONNEL SECURITY UNIT (OPR-PSU)**: The ICE office, which implements a component-wide personnel security program.
61. **ON CALL/REMOTE CUSTODY OFFICER POST**: These posts shall be operated on demand by the COTR and shall include, but is not limited to, escorting and custody of detainees for hearings, ICE interviews, medical watches, and any other location requested by the COTR.
62. **PAT DOWN SEARCH**: A quick patting of the detainee's outer clothing to determine the presence of contraband.
63. **PERFORMANCE WORK STATEMENT (PWS)**: That portion of the contract, which describes the services to be performed under the contract.
64. **POLICY**: A definite written course or method of action, which guides and determines present and future decisions and actions.
65. **POST ORDERS**: Written orders that specify the duties of each position, hour-by-hour, and the procedures the post officer will follow in carrying out those duties.

66. PREVENTIVE MAINTENANCE: A system designed to enhance the longevity and/or usefulness of buildings and equipment in accordance with a planned schedule.
67. PROCEDURE: The detailed and sequential actions that must be executed to ensure that a policy is implemented. It is the method of performing an operation or a manner of proceeding on a course of action. It differs from a policy in that it directs action required to perform a specific task within the guidelines of that policy.
68. PRODUCTIVE HOURS: These are hours when the required services are performed and can be billed.
69. PROJECT MANAGER: Contractor employee responsible for on-site supervision of all Contractor employees, with the authority to act on behalf of the Contractor. The Project Manager cannot simultaneously serve in the role of manager and Detention Officer or Supervisory Detention Officer.
70. PROPERTY: Refers to personal property belonging to a detainee.
71. PROPOSAL: The written plan submitted by the Contractor for consideration by ICE in response to the Request for Proposal (RFP).
72. PUBLIC HEALTH SERVICE (PHS): An agency of the United States Department of Health and Human Services.
73. QUALIFIED HEALTH PROFESSIONAL: Physicians, dentists, and other professional and technical workers who by state law engage in activities that support, complement or supplement the functions of physicians and/or dentists who are licensed, registered, or certified, as appropriate to their qualifications, to practice.
74. QUALITY ASSURANCE: The actions taken by the Government to assure requirements of the Performance Work Statement (PWS) are met.
75. QUALITY ASSURANCE SURVEILLANCE PLAN (QASP): A Government-produced document that is based on the premise that the Contractor, 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 contract and is based on the American Correctional Association (ACA), Standards for Adult Local Detention Facilities (ALDF) and ICE Performance Based National Detention Standards (PBNDS). The role of the Government in quality assurance is to ensure performance standards are achieved and maintained. The QASP validates that the Contractor is complying with DRO-mandated quality standards in operating, maintaining, and repairing detention facilities.
76. QUALITY CONTROL (QC): The Contractor's inspection system, which covers all the services to be performed under the contract. The actions that a Contractor takes to control the production of services so that they meet the requirements stated in the contract.
77. QUALITY CONTROL PLAN (QCP): A Contractor-produced document that addresses critical operational performance standards for services provided.
78. RESPONSIBLE PHYSICIAN: A person licensed to practice medicine with whom the facility enters into a contractual agreement to plan for and provide health care services to the detainee population of the facility.
79. RESTRAINT EQUIPMENT: This includes but is not limited to: handcuffs, belly chains, leg irons, straight jackets, flexi cuffs, soft (leather) cuffs, and leg weights.
80. SAFETY EQUIPMENT: This includes but is not limited to fire fighting equipment, i.e., chemical extinguisher, hoses, nozzles, water supplies, alarm systems, portable breathing devices, gas masks, fans, first aid kits, stretchers, and emergency alarms.
81. SALLYPORT: An enclosure situated either in the perimeter wall or fence to the facility or within the interior of the facility, containing gates or doors at both ends, only one of which opens at a

time. This method of entry and exit helps to ensure that there shall be no breach in the perimeter or interior security of the facility.

82. **SECURITY DEVICES**: Locks, gates, doors, bars, fences, screens, hardened ceilings, floors, walls and barriers used to confine and control detainees. In addition, electronic monitoring equipment, security alarm systems, security light units, auxiliary power supply, and other equipment used to maintain facility security.
83. **SECURITY PERIMETER**: The outer portions of a facility, which actually provide for secure confinement of detainees.
84. **SECURITY RISK – HIGH, MEDIUM, LOW**
 - High Risk Level – (Level 3)** Detainees exhibit behavioral problems, or manifest a pattern of such behavior, or have a history of violent and/or criminal activity.
 - Medium Risk Level – (Level 2)** Detainees exhibit minor behavioral problems or have a history of nonviolent criminal behavior.
 - Low Risk Level – (Level 1)** Detainees exhibit no behavioral problems and have no history of violent criminal behavior
85. **SENSITIVE INFORMATION**: Any information which could affect the national interest, law enforcement activities, the conduct of federal programs, or the privacy to which individuals are entitled under Title 5, U.S. Code, Section 552a. All Detainee records are considered sensitive information.
86. **SIGNIFICANT EVENT NOTIFICATION REPORT (SEN)**: A written document reporting a special event (e.g., the use of force, use of chemical agents, discharge of firearms).
87. **SPECIAL MANAGEMENT UNIT (SMU)**: A housing unit for detainees in administrative or disciplinary segregation.
88. **STANDING MEDICAL ORDERS**: Written orders, by a physician, to medical personnel for the definitive treatment of identified minor, self-limiting conditions and for on-site treatment of emergency conditions.
89. **PERFORMANCE WORK STATEMENT (PWS)**: That portion of the contract, which describes the services to be performed under the contract.
90. **STRIP SEARCH**: An examination of a detainee's naked body for weapons, contraband, and physical abnormalities. This also includes a thorough search of all of the individual's clothing while not being worn.
91. **SUITABILITY CHECK**: Security clearance process for Contractor and all Contractor Employees to determine favorable suitability to work on a Government contract.
92. **TOUR OF DUTY**: No more than 12 hours in any 24-hour period with a minimum of eight hours off between shifts, except as directed by state or local law.
93. **TRAINING**: An organized, planned, and evaluated activity designed to achieve specific learning objectives. Training may occur on site, at an academy of 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. All trainers must be certified and certification shall be approved by the COTR or ICE-designee.
94. **TRANSPORTATION COSTS**: All materials, equipment and labor necessary to respond to requests by designated officials for secure movement of detainees from place to place necessary for processing, hearings, interviews, etc.
95. **TRANSPORTATION SERVICE COST**: An all-inclusive or burdened rate. Cost includes but is not limited to labor, equipment, material, supplies, and other related costs necessary to respond to requests by designated officials for movement of detainees from place to place necessary for

processing, court hearings, interviews, doctor's appointments, JPATs/airports, and transporting in-between detention facilities (counties, state and federal).

96. **TRAVEL COST:** Cost inclusive of lodging and meals and incidental expenses (MI&E) for Transportation Officers exceeding the standard working hours. Cost is based on actual charges per occurrence, not to exceed the allowable Federal Travel Regulation rates/costs in effect on the dates of travel.
97. **WEAPONS:** This includes but is not limited to firearms, ammunition, knives, slappers, billy clubs, electronic defense modules, chemical weapons (mace), and nightsticks.

II. PERFORMANCE WORK STATEMENT

A. Introduction

This Performance Work Statement (PWS) sets forth the contract performance requirements for the management and operation of a Contractor-owned/Contractor-operated detention facility for federal detainees. The Department of Homeland Security (DHS) component, U.S. Immigration and Customs Enforcement (ICE), will award a contract of such to house detainees on a 24 hour per day, seven day per week, 365 day per year basis.

The Contractor shall furnish all personnel, management, equipment, supplies, and services necessary for performance of all aspects of the contract. Unless explicitly stated otherwise, the Contractor is responsible for all costs associated with and incurred as part of providing the services outlined in this contract.

The Contractor shall furnish one facility that will accommodate 1,575 adult detainees. Five percent of the 1,500 beds (75 beds) shall be in a special housing unit (segregation). Existing and/or new construction will be considered for this requirement. It should be noted that the five percent special housing unit is in addition to the 1,500 bed rated capacity required.

At time of contract award, the Contractor shall begin performance for operational capacity of 1,000 beds. Within six months of contract award, the Contractor must be able to begin performance for full operational capacity (1,575 beds) and shall notify the CO that the facility is ready to begin accepting detainees. This may occur earlier at the request of the Contractor, but only if ICE determines the Contractor is capable of accepting detainees.

If an existing facility without expansion is utilized and accepted, the Contractor, within 90 days of contract award, must be able to begin performance for full operational capacity and shall notify the CO that the facility is ready to begin accepting detainees. This may occur earlier at the request of the Contractor, but only if ICE determines the Contractor is capable of accepting detainees.

In either instance, the CO will issue a Notice to Proceed before the facility begins to accept detainees.

The facility shall be located within 30 driving miles of Seattle Tacoma (SeaTac) International Airport in the state of Washington. The facility shall be located within appropriate proximity and access to emergency services (medical, fire protection, law enforcement, etc.).

The Contractor shall ensure that the facility operates in a manner consistent with the mission of the Department of Homeland Security (DHS) and ICE Detention and Removal Operations (DRO). ICE Detention and Removal Operations promotes safety and national security by ensuring the departure from the United States of all removable illegal residents through the fair and effective enforcement of the nation's immigration laws. While in custody, ICE must ensure that such individuals are housed in a safe, secure, and humane environment and their statutory and constitutional rights are safeguarded.

In housing detainees, the Contractor is required to perform in accordance with the ICE Performance Based National Detention Standards (PBNDS), American Correctional Association (ACA), Standards for Adult Local Detention Facilities (ALDF), and Standards Supplement, Standards for Health Services in Jails, National Commission on Correctional Health Care (NCCHC), and state and local laws on firearms for all locations. Some ACA standards are augmented by ICE policy and/or procedure. In cases where other standards conflict with DHS/ICE Policy or Standards, DHS/ICE Policy and Standards prevail. ICE inspectors or Government-contracted staff will conduct periodic and unscheduled inspections of the facilities to assure compliance of the aforementioned standards. In addition, the Contractor shall provide full and complete cooperation for any request or investigation conducted by the Government.

It is essential that the Contractor be fully prepared to accept responsibility for performing the requirements of the contract, thus ensuring the safety and security of the community. Therefore, ICE may perform required assessments to ensure contract compliance prior to issuance of the Notice to Proceed (NTP).

If ICE determines that the Contractor is capable of accepting detainees, the NTP will be issued by the Contracting Officer. The Contractor shall be prepared to begin performance for full operational capacity and accept detainees immediately upon issuance of the NTP.

Detainees are classified as High (Level 3), Medium (Level 2), or Low Risk (Level 1). The male population shall consist of all three levels; however the female population shall consist of only Medium (Level 2) and Low (Level 1). Upon discovery that a detainee may be a juvenile, the Contractor shall immediately notify the COTR or ICE-designee and follow the instructions of the COTR or ICE-designee.

The Contractor shall be responsible for detainee record keeping services and personal property in accordance with Section VI of the PWS. The Contractor shall create and update the records and the Government will store the records. All records will remain the property of the U.S. Government.

Unless otherwise specified, all plans, policies, and procedures, including those identified in the ACA standards, shall be developed by the Contractor and submitted in writing to the CO for review and concurrence prior to issuance of the NTP. Once written concurrence has been granted by the CO, these plans, policies, and procedures shall not be modified without the prior written approval of the CO. The Contractor does not have a right of refusal and shall take all referrals from ICE. Further, the Contractor shall not add any non-ICE detainee population to the facility from any other entity without the expressed prior written approval of the CO.

B. General

The Contractor shall abide by all laws, rules, and regulations applicable to operations and the business entity. The contractor shall pay particular attention to the following rules, duties, and powers listed on Statement of Objective (SOO) C.9.

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

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

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

The Contractor shall have 18 months from commencement of this contract to become ACA accredited. The Contractor shall, within nine months from the date of NTP, formally apply for accreditation to the ACA. The Contractor shall furnish written proof of such application to the COTR within five days of the application. The Contractor shall maintain continual compliance with applicable ACA standards and supplements during the performance of the contract, unless otherwise specified by the CO. Once full accreditation has been obtained, the Contractor shall maintain this accreditation throughout the life of the contract, inclusive of any option periods exercised.

This PWS contains numerous references which direct the Contractor to notify, contact, or provide the CO with information or data. Post-award, the CO may formally designate other Government individuals to assume those responsibilities.

The Contractor is responsible for a Quality Control Plan (QCP), which ensures all requirements of this PWS are achieved. The specific requirements for the QCP are further detailed within this PWS.

All records related to contract performance shall be retained in a retrievable format for three years. Except as otherwise expressly provided in this PWS, the Contractor shall, upon completion or termination of the resulting contract, transmit to the Government any records related to performance of the contract, in a format acceptable to the CO and COTR.

The Contractor shall comply with all statutes, regulations, and guidelines from the National Archives and Records Administration. Records and information management functions are required and

mandated by the following laws and regulations: Chapters 21, 29, 31, and 33 of Title 44, United States Code; 36 CFR 12; 41 CFR 201 subchapters A and B; OMB Circular A-130; and DOJ Order 2710.8A, *Removal and Maintenance of Documents*. Criminal penalties for unlawfully destroying, damaging, removing, or improperly handling or releasing federal records are addressed in Chapters 37 and 101 of Title 18, United States Code.

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

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

The Contractor shall be responsible for all litigation, including the cost of litigation, brought against it, its employees or agents for alleged acts or omissions. The CO shall be notified in writing of all litigation pertaining to this contract and provided copies of any pleadings filed or said litigation within five working days of the filing. The Contractor shall cooperate with Government legal staff and/or the United States Attorney regarding any requests pertaining to federal or Contractor litigation.

Policy and procedures shall be developed which ensure a positive relationship is maintained with all levels of the federal judiciary. The Contractor's procedures shall ensure a tracking system is established which mandates that all judicial inquiries and program recommendations are responded to in a timely and accurate manner. All judicial inquiries and Contractor responses, specifically related to a detainee, shall be made part of the detainee's file.

The Contractor shall notify the COTR when a member of the United States Congress or any media outlet requests information or makes a request to visit the facility, per the ICE PBNDS on News Media Interviews and Tours. The Contractor shall coordinate all public information related issues with the CO. All press statements and releases shall be cleared, in advance, with the ICE Office of Public Affairs, which can be reached through the Internet website: <http://www.ice.gov/about/news/contact.htm>.

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

C. Exclusivity

The Contractor agrees that the facility is to be for the exclusive use of ICE and its detainee population. No other agency will be allowed to use the facility to house its detainees, prisoners, or inmates without prior approval of the COTR or ICE-designated employee. If given approval, a separate bed day rate shall be negotiated with the other agency and ICE shall not be responsible for payment related to beds used by another agency. The other agency will be separately invoiced for the beds it uses. The duration of the use of beds will be determined on a case by case basis.

D. Quality Control

The Contractor is responsible for management and quality control actions necessary to meet the quality standards set forth in the contract. The Contractor shall provide a Quality Control Plan (QCP) to the CO for concurrence not later than the post award conference (or as directed by the CO). The CO will notify the Contractor of concurrence or required modifications to the plan before the contract start date.

The Contractor must make appropriate modifications and obtain concurrence of the plan by the CO before the contract start date. A Notice to Proceed will be issued upon CO concurrence of the QCP, so long as it does not violate any applicable FAR regulation.

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

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

E. Quality Assurance Surveillance Plan (QASP)

ICE developed a Quality Assurance Surveillance Plan (QASP) pursuant to the requirements of the sample PWS. It presents the financial values and mechanisms for applying adjustments to the Contractor's invoices as dictated by work performance measured to the desired level of accomplishment.

1. The purpose of the QASP is to:
 - a. Define the roles and responsibilities of participating Government officials.
 - b. Define the types of work to be performed.
 - c. Describe the evaluation methods that will be employed by the Government in assessing the Contractor's performance.
 - d. Describe the process of performance documentation.
2. Roles and Responsibilities of Participating Government Officials
 - a. The COTR(s) will be responsible for monitoring, assessing, recording, and reporting on the technical performance of the Contractor on a day-to-day basis. The COTR(s) will have primary responsibility for completing "Quality Assurance Surveillance Forms" to document their inspection and evaluation of the Contractor's work performance.
 - b. The Contracting Officer (CO) or designee has overall responsibility for evaluating the Contractor's performance in areas of contract compliance, contract administration, and cost and property control. The CO shall review the COTR's evaluation of the Contractor's performance and invoices. If applicable, deductions will be assessed in accordance with the evaluation of the Contractor's performance, e.g., monetary adjustments for inadequate performance.

F. Contractor's Failure to Perform Required Services

The rights of the Government and remedies described in this section are in addition to all other rights and remedies set forth in the contract. Specifically, the Government reserves its rights under the Inspection of Services and Termination clauses. Any reductions in the Contractor's invoice shall reflect the contract's reduced value resulting from the Contractor's failure to perform required services. The Contractor shall not be relieved of full performance of the services hereunder and may be terminated for default based upon inadequate performance of services, even if a reduction was previously taken for any inadequate performance.

G. Inspection by Regulatory Agencies

Work described in the contract is subject to inspection by other Government agencies. The Contractor shall participate in responding to all requests for information and inspection or review findings by regulatory agencies.

H. Performance Evaluation Meetings

The Contractor's representatives shall meet with the COTR(s) on a weekly basis or as deemed necessary by either party. These meetings will provide a management level review and assessment of Contractor performance, and a discussion and resolution of problems.

I. Contractor's Employee Rules

The Contractor shall provide employee rules, which, at a minimum, addresses the following:

1. Organization
2. Recruiting procedures
3. Opportunities for Equal Employment
4. Qualifying for jobs, job descriptions, responsibilities, salaries, and fringe benefits
5. Screening employees for illegal drug use
6. Holidays, leave, and work hours
7. Personnel records, employee evaluations, promotion, and retirement
8. Training
9. Standards of conduct, disciplinary procedures, and grievance procedures
10. Resignation and termination
11. Employee-management relations
12. Security, safety, health, welfare, and injury incidents

The Contractor shall provide a copy of the rules to the Contractor's employees at the facility. Upon request by the COTR, the Contractor shall document to the Government that all employees have reviewed a copy of the manual.

J. ICE Operations Manual

The Contractor shall maintain Appendix 26-1, Detention Operations Manual (commonly known as Performance Based National Detention Standards) of the Detention and Removal Operations Policy and Procedure Manual (DROPPM) that contains ICE written policy, plans, and procedures. The Contractor shall make the manual available to all employees. Every employee shall certify in writing that he or she has read, fully understands, and agrees to comply with the procedures outlined in the manual. The Contractor shall maintain these certifications and furnish them to the COTR if requested.

K. Facility Staffing Plan and Key Personnel

The Contractor shall provide a staffing plan that addresses at a minimum the staffing requirements and key personnel to be employed in connection with this contract as outlined in the PWS. The Contractor shall staff the post-positions in accordance with the Contractor-submitted and Government-acknowledged Contractor Staffing Plan. The number, type and distribution of staff as described in the contract-staffing plan shall be maintained throughout the term of the contract. Written requests to change the number, type, and/or distribution of staff described in the staffing plan must be submitted to the CO, through the COTR, for approval prior to implementation. Staffing levels shall not fall below a monthly average of 95% of the total ICE-approved staffing plan. The approved staffing levels for detention/correctional officers shall not fall below a monthly average of 95%. If staffing levels fall below 95% in either category, the CO may instigate invoice deductions or with-holdings, as described in the QASP.

Each month, the Contractor shall submit to the COTR the current average monthly vacancy rate, and indicate any individual positions that have been vacant more than 120 days. Failure to fill any individual position within 120 days of the vacancy may result in an equitable adjustment by the CO from the monthly invoice. ICE may calculate the deduction retroactive to day one of the vacancy, excluding the days for ICE's conditional approval process, starting on the day of receipt and concluding on the day conditional approval is granted.

1. Minimum Staffing Requirements

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

2. Supervisory Staffing

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

In the absence of the approved Warden, another qualified person who meets the Warden position and security clearance requirements shall temporarily fill that position. This individual shall perform only job duties of the Warden in providing oversight and direction to contract Detention Officers and interfacing with ICE COTRs and/or designated ICE Officers and the Contracting Officer on all contract-related matters.

3. Key Personnel

The Contracting Officer shall provide written approval before any employee is assigned to perform duties under this contract. The Contractor shall have key personnel employed and available for duty before the Contractor can begin contract performance. Any subsequent changes to key personnel must meet these criteria and be approved in writing by the Contracting Officer. The following are considered key personnel for the contract. The Contractor may use other titles.

- a. **Warden/Facility Director.** The Warden/Facility Director shall hold an accredited bachelor's degree in an appropriate discipline, or significant military or corrections experience of a minimum 15 years, and have at least five years of related administrative experience, and have knowledge of program objectives, policies, procedures, and requirements for managing a secure detention/correctional facility. The degree requirement may be satisfied by completion of a career development program that includes work-related experience, training, or college credits at a level of achievement equivalent to the bachelor's degree, as practiced in the federal hiring process. The official holding this position, even in an acting capacity, shall meet ACA requirements.
- b. **Assistant Warden/Assistant Facility Director.** The Assistant Warden/Facility Director shall hold an accredited bachelor's degree in an appropriate discipline, or have a minimum of three years of related industry experience, and have knowledge of program objectives, policies, procedures, and requirements for managing a secure detention/correctional facility. The official holding this position, even in an acting capacity, shall meet ACA requirements.
- c. **Supervisory Detention Officers.** Supervisors must be trustworthy and must have a minimum of one year of experience as a detention officer and two years of successful experience in field supervision (e.g., civilian community law enforcement, commercial or industrial guard service, or security service supervisory positions). The two-year requirement may be satisfied by completion of a career development program that includes work-related

experience, training, or college credits at a level of achievement equivalent to the basic requirement, as practiced in the federal hiring process.

- d. **Training Officers.** Certified instructors shall conduct all instruction and testing of Contract personnel. A state or national level recognized institution certification of instructors is mandatory unless otherwise approved in writing by the COTR. Certification of instructors may be established by documentation of past experience in teaching positions or by successful completion of a course of training for qualifying personnel as instructors. The COTR must approve the instructor prior to any training.
- e. **Quality Assurance Manager.** The Quality Assurance Manager shall hold an accredited bachelor's degree in an appropriate discipline, or have a minimum of three years of related industry experience, and have knowledge of program objectives, policies, procedures, and requirements for managing a secure detention/correctional facility.
- f. **Corporate Security Officer.** The Corporate Security Officer shall hold an accredited bachelor's degree in an appropriate discipline, or have a minimum of three years of related industry experience, and have knowledge of program objectives, policies, procedures, and requirements for securing a detention/correctional facility. The individual will interface with the OPR-PSU through the COTR on all security matters, to include physical, personnel, and protection of all Government information and data accessed by the Contractor and the position will be located at the facility.

To establish and maintain a congenial line of communication with the Contractor, the Contractor's Warden/Facility Director and the COTR shall work together as a team to ensure that required work is accomplished in an efficient and proper manner. There should be no hesitation to call special meetings to discuss and resolve serious problems.

4. **Organizational Chart**

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

L. **Employee Standards**

All employees shall meet the highest standards of professionalism and personal integrity. Standards of professionalism include competency, training, appearance, and behavior. The Contractor shall perform pre-employment suitability checks for all employees and prospective employees. The Contractor shall take disciplinary action against employees who disregard those standards.

M. **Training Program**

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

N. **Housing, Health and Medical Care, Transportation, and Stationary Guards**

The Contractor shall provide detention services, to include detainee welfare, transportation, and record keeping services for ICE, in support of the detention and removal process, per ICE PBNDS.

1. Detention Site Standards

The Contractor shall ensure that detention sites conform to ACA and DHS Standards. A fire and emergency plan shall exist and shall be aggressively managed. The Contractor shall ensure facilities conformance to the following:

- a. Be clean and vermin/pest free.
- b. Have a suitable waste disposal program.
- c. The Contractor shall provide and distribute suitable linens (sheets, pillow cases, towels, etc.). The Contractor shall launder and change linens per ICE PBNDs.
- d. The Contractor shall provide and distribute appropriate clean blankets.
- e. The Contractor shall ensure fire and emergency exits remain unimpeded to permit prompt evacuation of detainees and staff members in an emergency.
- f. The Contractor shall provide and distribute articles of personal hygiene (e.g., soap, personal deodorant, toothbrush, toothpaste, comb, toilet paper, shaving equipment, and female sanitary items).

For safety, security, and sanitation purposes, an inspection of the detainee housing areas shall be conducted by a supervisor at a minimum of once per shift. The inspection shall be logged into the security logbook and be available for review by the COTR or ICE designee.

All locks, windows, walls, floors, ventilators, covers, access panels, and doors shall be checked daily for operational wear and detainee tampering. The Contractor shall take immediate action to repair all defective equipment.

The facility shall be subject to periodic and random inspections by the COTR, ICE designee, or other officials to insure compliance with ICE Standards. Deficiencies shall be immediately rectified or a plan for correction submitted by the Contractor to the COTR for approval.

2. Health and Medical Care

The Contractor shall comply with written policies and procedures for appropriately addressing the health needs of detainees in ICE custody. Written policies and procedures shall include, but not be limited to, the following:

- a. Policies and procedures for accessing 24-hour emergency medical care for ICE detainees.
- b. Policies and procedures for prompt summoning of emergency medical personnel.
- c. Policies and procedures for evacuation of detainees, if deemed necessary by qualified medical personnel.
- d. Policies, procedures, and post procedures for duty officers to ensure that medical emergencies are recognized and promptly attended to.
- e. The Contractor shall notify the COTR and/or ICE designee of all detainee requests for the need of medical treatment. These requests shall be addressed with urgency.

3. Medical Services

The Contractor shall not be responsible for the provision of health care services for ICE detainees at the facility. Such services shall be provided by Division of Immigration Health Services (DIHS).

The Contractor shall ensure that its employees solicit each detainee for health complaints and deliver complaints in writing to the medical and health care staff.

The DIHS acts as the agent and final health authority for ICE on all off-site detainee medical and health-related matters. The relationship of the DIHS to the detainee equals that of physician to patient. The Contractor shall solicit DIHS approval before proceeding with non-emergency, off-site medical care (e.g., off site lab testing, eyeglasses, cosmetic dental prosthetics, and dental care for cosmetic purposes). The Contractor shall submit supporting documentation for non-routine,

off-site medical/health services to DIHS. For medical care provided outside the facility, the DIHS may determine that an alternative medical provider or institution is more cost-effective or more aptly meets the needs of ICE and the detainee. ICE may refuse to reimburse the Contractor for non-emergency medical costs incurred that were not pre-approved by the DIHS. The Contractor shall send requests for pre-approval for non-emergency off-site care to:

United States Public Health Service
 Division of Immigration Health Services
 1220 L Street NW, Suite 500
 Washington, DC 20005
 Phone: (202) 732-0100 Fax: (202) 732-0095

The Contractor is to notify all medical providers approved to furnish off-site health care of detainees to submit their bills in accordance with instructions provided to:

VA Financial Service Center
 Attn: Ms Angela Eppard
 Claims Division
 1651 Woodward Street
 Austin, TX 78772
 Phone: (512) 460-5656 Fax: (512) 460-5158

The Contractor agrees to accept and provide for the secure custody, care, and safekeeping of detainees in accordance with the State, and local laws, standards, policies, procedures, or court orders applicable to the operations of the facility.

Facility Requirements for Infectious Disease Screening

The Contractor will ensure that there is adequate space to provide medical intake screening including a tuberculosis (TB) screening chest x-ray within the intake processing area. In order to prevent the spread of airborne infectious disease or cross contamination of zones within the facility, the HVAC system in the intake screening area will be constructed to exhaust to the exterior and prevent air exchange between the intake screening area and any other area within the facility.

Infectious Disease Screening

In order to prevent the transmission of TB to the resident population of a detention facility, the Contractor will provide adequate space to perform TB screening as part of the routine infectious disease screening process. Detainees will remain isolated from the rest of the facility population (remain in the intake screening area) until the chest x-ray report is obtained and the interpretation verifies that the detainee is free of infectious TB (turnaround time for chest x-ray interpretation should be four hours or less). Detainees who are found to be infected or where there is a possibility that they are infected will be assigned to a respiratory isolation unit until treatment or further testing is done and the detainee is no longer infectious.

Teleradiology Medical Provider

The Contractor shall provide adequate space for the use of services of the ICE Teleradiology Service Provider (ITSP). The cost of the equipment; maintenance of the equipment; training of staff; arrangements for interpretation of the x-rays by credentialed radiologists; and transmission of data to and from the Detention Facility are provided by the ITSP and charged directly to ICE. The Contractor shall coordinate with the ITSP to ensure adequate space is provided for the equipment, connectivity and electrical services are installed, immediate 24/7 access to equipment for service and maintenance by ITSP technicians is granted, a teleradiology coordinator is appointed and available for training by the ITSP, and medical staff is available to perform the screening exams and receive reports.

4. Armed Transportation Services:

- a. The Contractor shall provide all such ground transportation services as may be required to transport detainees securely, in a timely manner, to locations as directed by the COTR or designated ICE official, including the transportation of detainees to various appointments. When officers are not providing transportation services, the Contractor shall assign the employees to supplement security duties within the facility as directed by the COTR or designated ICE official. However, the primary function of these officers is transportation. Duties as directed by the COTR utilizing these officers shall not incur any additional expenses to the Government.

The Contractor shall assign, at a minimum, two person teams of transportation officers on a daily basis distributed throughout a 24 hour period 7 days a week including weekends and holidays. The COTR shall approve the number of teams assigned to any shift or period of time in order to meet the needs of ICE transportation requirements.

The COTR may determine on a case-by-case basis, per the ICE PBNDS on Transportation by Land (taking into account the distance traveled, the status of detainees transported, number of stops, etc.) that a two-person team is not necessary for some transportation routes. In all other cases, a minimum of two officers shall be assigned, as described above.

- b. The Contractor shall furnish suitable vehicles in good condition, approved by the Government, to safely provide the required transportation services per facility as listed below. The Contractor shall comply with all federal and state laws with regard to inspections, licensing, and registration for all vehicles used for transportation. The Contractor shall provide parking spaces for the required vehicles at or directly adjacent to the facility.

Nothing in this contract shall restrict the Contractor from acquiring additional vehicles as deemed necessary by the Contractor at no cost to the Government. The Contractor shall not allow employees to use their privately owned vehicles to transport detainees. The Contractor shall furnish vehicles equipped with interior security features in accordance with ICE PBNDS including physical separation of detainees from guards. The Contractor shall provide the interior security specification of the vehicles to ICE for review and approval prior to installation. Vehicles furnished by the Contractor shall be equipped with interior security features such as, but not limited to: door lock controls, window locks, a wire cage with acrylic panel between the driver seat and the rear passenger seats, and provide physical separation of detainees from Detention Officers.

In the event of transportation services involving distances that exceed a standard eight hour workday to complete, the Contractor shall be reimbursed for related costs of lodging and meals commensurate with the U.S. General Services Administration rates for such within the geographical area of occurrence. Any incurred overtime pay for such services will be reimbursed in accordance with Section B of the contract. The Contractor shall comply with ICE transportation standards related to the number of hours the Contractor employee may operate a vehicle. Overnight lodging resulting from transportation services shall be approved in advance by the COTR or designated ICE official.

The transportation shall be accomplished in the most economical manner. For example, it may be non-economical and inappropriate for four detainees to be transported in a 48-person vehicle.

The Contractor personnel provided for the above services shall be of the same qualifications, receive the same training, complete the same security clearances, and wear the same uniforms as those Contractor personnel provided in the other areas of this contract. Transportation officers shall have the required state licenses for commercial drivers with the proper endorsement limited to vehicles with Automatic Transmission and meet the federal and Washington State Department of Licensing for Medical Certifications at www.dol.wa.gov/driverslicense/cdlmedical.html.

All transportation Detention Officers shall be armed in the performance of these duties.

The Contractor shall supply and maintain restraining equipment, per the ICE PBNDS on Transportation. ICE personnel reserve the right to approve such restraining equipment, as well as the right to inspect such restraining equipment.

The Contractor shall, upon order of the COTR, or upon his or her own decision in an urgent medical situation, transport a detainee to a hospital location. An officer, or officers, shall keep the detainee under constant supervision 24 hours per day until the detainee is ordered released from the hospital, or at the order of the COTR. The Contractor shall then transport the detainee to the detention site.

The COTR may direct the Contractor to transport detainees to unspecified, miscellaneous locations. As a part of the release process, upon the release of a detainee from the facility (e.g., release on bond, supervised release, or case termination), the Contractor, when requested by the COTR or ICE-designated official, shall transport the released detainee to a local transportation area, such as a bus station or taxi stand.

When the COTR provides documents to the Contractor concerning the detainee(s) to be transported and/or escorted, the Contractor shall deliver these documents only to the named authorized recipients or his or her designee. The Contractor shall ensure the material is kept confidential and not viewed by any person other than the authorized recipient.

The Contractor shall establish a fully operational communication system compatible with ICE communication equipment that has direct and immediate contact with all transportation vehicles and post assignments. Upon demand, the COTR shall be provided with current status of all vehicles and post assignment employees.

Failure of the Contractor to comply fully with the detainee(s) departure as pre-scheduled shall result in the Contractor having deductions and/or with-holdings made for non-performance.

As directed by the COTR, the Contractor shall escort detainee(s) to and from the Anchorage, Alaska (ANC) Airport at the cost of the Government.

ICE anticipates normal transportation requirements other than hospital visits and local needs consisting of the following. The mileage is based on a start location of Seattle Tacoma (SeaTac) International Airport in the state of Washington, plus 30 miles per route to allow for geographic diversity:

Seattle area transportation includes, but is not limited to below schedules and routes. The COTR may direct the Contractor to transport detainees to unspecified miscellaneous locations with the same conditions as listed in Sub-Section 4 Armed Transportation Services.

Route	Destination	Frequency	Round-trip mileage per trip
1.	Blaine, Washington	2 times every weekday*	310
2.	Spokane, Washington	Up to 3 times per week	620
3.	Wenatchee, Washington	Up to 3 times per week	300
4.	Tri-Cities (via Yakima), Washington	Every Weekdays*	510
5.	Portland, Oregon	Every weekday*	390
6.	Medford, Oregon	Up to 3 times per week	930
7.	Seattle local runs **	Every weekday*	500
8.	Portland local runs **	Every weekday*	500
9.	Eugene local runs **	Every weekday*	500
10.	Flight Operations Unit Support (JPATs and successor entity):		80 (King);
	1. King County International Airport or	Up to 3 times per week	140 (Paine)
	2. Paine Field Airport		

* Every weekday means non-holiday work days; on occasion, a route may be required on a weekend day, thus excluding a route during a weekday.

** Local Runs: A local run begins and ends in the city designated or at an agreed location by the COTR. i.e. The Seattle local run (mileage) begins at the Seattle Field Office or other approved location near Seattle. Jail pick-ups or detainee transportation takes place throughout the metro area and at the conclusion of the day's work the local run is concluded at the start location or at a COTR approved location. This same method would be used for Portland and Eugene, in that the local run (mileage) for Portland and Eugene would begin and end in those locations at a COTR approved location.

5. Stationary Detention Services:

- a. The Contractor agrees to provide stationary guard services on demand by the COTR and shall include, but is not limited to, escorting and guarding detainees to medical or doctor's appointments, hearings, ICE interviews, and any other remote location requested by the COTR, including hotel watches as necessary. Officers performing these duties shall be armed transportation officers. Qualified detention officer personnel employed by the Contractor under its policies, procedures, and practices will perform such services. The Contractor agrees to augment such practices as may be requested by ICE to enhance specific requirements for security, detainee monitoring, visitation, and contraband control. Public contact is prohibited unless authorized in advance by the COTR.
- b. The Contractor shall be authorized two officers for each such remote location, unless additional officers are required, per the direction of the COTR or designated Agency official.

6. Effectuating Departure of Detainees

Contract employees shall effectuate departures. Effectuating departure requires Contract employees to perform detainee-related activity included but not limited to: positive identification, documentation preparation and review, transportation, escorting, inspecting and evaluating aircraft to ascertain unobservable exits do not exist which could allow escape, placing detainee on proper departing aircraft, remaining at the gate until aircraft is airborne and verifying verbally with carrier gate attendant that aircraft is in flight, certify departure in writing to the COTR, and returning all DHS documentation to the appropriate DHS supervisor upon completing the escort assignment. In addition, Contract employees shall, when required by proper authority, affirm, swear, and witness to all actions of effectuating departure that were accomplished, performed, carried-out, and done and in transactions involving the detainee(s), when required in a legal setting, deposition, or court of law.

III. PERSONNEL

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

A. Minimum Standards of Employee Conduct

The Contractor shall develop standards of employee conduct and corresponding disciplinary actions that are consistent with the following standards of conduct. All employees shall certify in writing that they have read and understand the standards. A record of this certificate must be provided to the COTR prior to the employees beginning work under this contract. The Contractor shall hold employees accountable for their conduct based on these standards, which are not restricted to, but must include:

1. Employees shall not display favoritism or preferential treatment to one detainee, or group of detainees, over another.
2. Employees shall not discuss or disclose information from detainee files or immigration cases, except when necessary in the performance of duties under this contract.
3. The employee may not interact with any detainee except in a relationship that supports the approved goals of the facility. Specifically, employees shall not receive nor accept any personal (tangible or intangible) gift, favor, or service, from any detainee, any detainee's family, or associate no matter how trivial the gift, favor, or service may seem, for themselves or any members of their family. In addition, the employee shall not give any gift, favor, or service to detainees, detainee's family, or associates.
4. The employee shall not enter into any business relationship with detainees or their families (e.g., selling, buying, or trading personal property).
5. The employee shall not have any outside or social contact with any detainee, his or her family, or associates, except for those activities, which are part of the facility program and a part of the employee's job description.
6. All employees are required to immediately report to the Warden/Facility Director or ICE Supervisor any criminal or non-criminal violation or attempted violation of these standards.
7. The Contractor shall report all violations or attempted violations of the standards of conduct or any criminal activity immediately to the COTR. Violations may result in employee removal from the facility. Failure on the part of the Contractor either to report a known violation or to take appropriate disciplinary action against offending employee or employees shall subject the Contractor to appropriate action including possible termination of the contract for default.
8. The Contractor shall not employ any person whose employment would present an actual or apparent conflict of interest. The Contractor is specifically prohibited from hiring active duty military personnel and civilians employment by the Government to perform work under this contract.

B. Minimum Personnel Qualification Standards

The Contractor must agree that each person employed by the firm or any subcontractor(s) shall have a social security card issued and approved by the Social Security Administration and shall be a United States citizen or a person lawfully admitted into the United States for permanent residence, have resided in the U.S. for the last five years (unless abroad on official U.S. government duty), possess a high school diploma or equivalent (GED), and obtain a favorable Suitability for Employment determination. Each employee of the Contractor and of any subcontractor(s) must complete and sign a Form I-9, "Employment Eligibility Verification," before commencing work. The Contractor shall retain the original Form I-9 and shall furnish the COTR with a copy of the Form I-9 before the employee commences work. The Contractor shall be responsible for acts and omissions of its employees and of any subcontractor(s) and their employees.

In addition, each contract employee shall meet the following requirements in accordance with the contract requirements:

1. All employees shall be a minimum of 21 years of age.
2. Employees shall have general experience that demonstrates the following:
 - a. The ability to greet and deal tactfully with the general public;
 - b. Capability of understanding and applying written and verbal orders, rules, and regulations. All personnel shall be literate and be able to interpret printed rules and regulations, detailed written orders, training instructions and materials, and must be able to compose reports;
 - c. Good judgment, courage, alertness, an even temperament, and render satisfactory performance through knowledge of his/her position responsibilities;

d. Ability to maintain poise and self-control during situations that involve mental stress, such as fires, explosions, civil disturbances, and building evacuations.

3. All employees on this contract must maintain current/physical residency in the continental United States.

C. Health Requirements for All Detention Officers

The Contractor shall assign only employees who are in good health to work under this contract. Employees shall be without physical defects or abnormalities that would interfere with performing duties. All Detention Officers who work under this contract shall pass a medical examination conducted by a licensed physician within 30 days prior to initial assignment.

The Contractor shall have a collaborative agreement with a fully licensed certified independent clinic and laboratory for the purpose of accomplishing the Standard Form 88, Medical Record – Report of Medical Examination. Transportation officers will require both SF 88 and DOT 649F (DOT physical).

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

1. Detention Officers must be free from any serious physical illnesses, ailments, or maladies, including epilepsy. This also includes other diseases that may be transmitted to and result in the disablement of other persons.
2. Detention Officers are required to have the following: (a) correctable distant vision must be equal to or better than 20/20 in each eye; (b) binocular distant vision must be correctable to 20/20; (c) monocular vision is generally disqualifying; depth perception must be equal to or better than 70 seconds of arc; (d) peripheral vision must be normal; (e) color vision must be normal. Acceptable measure of color discrimination is the Ishihara color (14 plates). X-chrome lenses are not acceptable to ICE as a means of correcting color deficiencies. Any disease or condition, which interferes with a person's vision, may be considered disqualifying. Cases will be reviewed on a case-by-case basis by the COTR.
3. Detention Officers are required to be able to hear in the frequency range from 500-2000 hertz (Hz), the deficit should not exceed 30 decibels in either ear. At 3000 Hz, the deficit should not exceed 40 decibels in either ear. Any disease or condition, which interferes with the ability to hear, may be considered disqualifying. Cases will be reviewed on a case-by-case basis by the COTR.
4. Detention Officers shall not have heart, lung, skeletal, or other physical defects that would impair their ability to perform effectively in either normal or emergency situations.
5. Detention Officers shall possess unimpaired use of hands, arms, legs, and feet. Detention Officers shall be able to run when necessary and be capable of handling portable fire extinguishers, building fire hoses, and related equipment.
6. Detention Officers shall be able to wear all necessary equipment, or other protective items.
7. Officers shall be mentally alert and emotionally stable with an absence of detectable neurotic or psychoneurotic conditions that would affect their ability to act during a stressful situation involving mental stress.
8. As required by the Occupational Safety and Health Administration, 29 CFR, Part 1910.1035 (Occupational Exposure to Tuberculosis), all employees in occupations with high-risk exposure are required to have a TB Skin Test completed annually. The Contractor shall accomplish a baseline test on all newly hired employees. Each employee must have a TB Skin Test Certificate prior to entering on his/her first day of duty. The Contractor shall be responsible for re-testing of employees annually.

9. The Contractor shall report immediately any changes to (1) through (8) above, in a Detention Officer's health status to the COTR. If the COTR determines that Contractor employees do not meet minimum health standards, the Contractor's employee must undergo a "Fitness for Duty" examination at no cost to the Government.

D. Random Drug Testing

The Contractor shall have a random drug-screening program. ICE may require drug screening for cause at any time. The Contractor shall order and accomplish drug screening at the Contractor's expense. A laboratory approved by the National Institute of Drug Abuse (NIDA) must perform the screening. The Contractor shall provide the results of all such drug screening to the COTR within 24 hours after receipt.

E. Contraband Program and Inspection

A contraband control program shall be established in accordance with ICE PBNDS on Contraband and the ACA standards on the control of contraband.

The Contractor's employees are subject to random contraband inspection in accordance with facility standards and policies. ICE may require contraband screening and inspection for cause at any time. Upon notification of a violation by the COTR, the Contractor shall immediately remove the employee from performing duties under this contract. The Contractor shall revoke employees' credentials, complete required disposition, and immediately notify the COTR when the employee is removed from duty.

F. Removal from Duty

If the COTR or the Contractor receives and confirms disqualifying information concerning a Contractor employee, the Contractor shall, upon notification by the COTR, immediately remove the employee from performing duties under this contract. The Contractor shall revoke the employee's identification credentials and complete any required dispositions. The Contractor shall immediately notify the COTR when the employee is removed from duty. Disqualifying information includes but is not limited to the following:

1. Conviction of a felony, a crime of violence, domestic violence, or a serious misdemeanor within the last five (5) years.
2. Possessing a record of arrests for continuing offenses.
3. Falsification of information entered on suitability forms.
4. Non-payment of court ordered payments (child support, liens, etc.) or excessive delinquent debt as determined by credit check.
5. Misconduct or negligence in prior employment, which would, have a bearing on efficient service in the position in question, or would interfere with or prevent effective accomplishment by the employing agency of its duties and responsibilities.
6. Alcohol abuse of a nature and duration, which suggests that the applicant or appointee would be prevented from performing the duties of the position in question, or would constitute a direct threat to the property or safety of others.
7. Illegal use of narcotics, drugs, or other controlled substances, without evidence of substantial rehabilitation.
8. Introduction of contraband into or onto the facility.

ICE may direct the Contractor to remove any employee who has been disqualified either for security reasons or for being unfit to perform his/her duties as determined by the COTR or the Contracting Officer. The Contractor shall take action immediately and notify the COTR when the employee is removed from duty. A determination of being unfit for duty may be made from, but is not limited to, incidents of delinquency set forth below:

1. Violation of the Rules and Regulations Governing Detention facilities set forth in ICE Publications entitled "Detention Officer Handbook;"
2. Violation of the Rules and Regulations Governing Public Buildings and Grounds, 41 CFR 101-20.3;
3. Neglect of duty, including sleeping while on duty, loafing, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during official time, leaving post without relief, and refusing to render assistance or cooperation in upholding the integrity of the security program at the work sites;
4. Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records;
5. Theft, vandalism, immoral conduct, or any other criminal actions;
6. Possessing, selling, consuming, or being under the influence of intoxicants, drugs, contraband, or substances which produce similar effects;
7. Unethical or improper use of official authority or credentials;
8. Unauthorized use of communication equipment or government property;
9. Misuse of equipment or weapons;
10. Violations of security procedures or regulations;
11. Recurring tardiness;
12. Undue fraternization with detainees as determined by the COTR;
13. Repeated failure to comply with visitor procedures as determined by the COTR;
14. Performance, as determined by investigation by the Contracting Officer, involving acquiescence, negligence, misconduct, lack of diligence, good judgment, and/or good common sense resulting in, or contributing to, a detainee escape;
15. Failure to maintain acceptable levels of proficiency or to fulfill training requirements;
16. Changes in an employee's ability to meet the physical and/or mental health requirements of this contract;
17. Contractor employee who is under investigation by any law enforcement agency will be removed from duties pending outcome of the disposition.

At the direction of the COTR, the Contractor shall reassign contract employees who have been arrested or who have alleged misconduct to duties that do not permit direct contact with detainees pending the disposition of the charges. Any alleged misconduct shall be reported immediately to the COTR. If such reassignments are not available, the Contractor shall remove the employee from work under this contract and other ICE contracts.

G. Tour of Duty Restrictions

The Contractor shall not utilize any uniformed contract employee to perform duties under this contract for more than 12 hours in any 24-hour period, and shall ensure that such employees have a minimum of eight hours off between shifts. Authorization is required from the COTR prior to an employee performing services that exceed 12 hours. If an employee is performing other duties for either the Contractor or another employer, those hours shall count against the 12-hour limitation.

H. Dual Positions

In the event that a supervisory detention officer is not available for duty the Contractor shall provide a full-time supervisor as a replacement.

A contract employee shall not hold the position of Detention Officer and Supervisory Detention Officer simultaneously. The COTR will document and refer to the Contracting Officer the failure of the Contractor to provide necessary personnel to cover positions.

I. Post Relief

As indicated in the post orders, the Detention Officer shall not leave his or her post until relieved by another Detention Officer. When the Contractor or Contractor's Supervisors authorize rest or relief periods, the Contractor shall assign undesignated officers to perform the duties of the Detention Officers on break.

J. Personnel Files

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

K. Uniform Requirements

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

1. Uniforms:

The Contractor shall provide uniforms to its employees. The design and color of the Contractor's uniforms, patches, badges, and other identifiable markings shall not be similar in color or style to those worn by ICE officers. All officers performing under this contract shall wear uniforms of the same style and color while on duty. Lettered breast badges and cap insignia must indicate the rank of authority and be prominently displayed as part of each uniform. A shoulder patch on the left shoulder should distinctly identify the Contractor. The officer shall not wear any other identification of the Contractor on the uniform. Each officer shall wear an identification nametag over the right breast shirt pocket.

Uniforms and equipment do not have to be new, but shall be in good condition and meet the standards at start of duty. Officers not in proper uniform shall be considered "not ready for duty/not on duty" until properly uniformed. All uniforms shall be clean, neat, and in good order. Uniforms that are frayed, stained, faded, or considered too worn by the COTR shall be replaced by the Contractor.

The complete uniform consists of seasonal attire that includes appropriate shirt, pants, belt (mandatory), cap (mandatory), jacket, shoes or boots (mandatory), duty belt, mini-mag flashlight and holder, handheld radio handcuff holder, and key-holder. The Contractor shall ensure that each officer has a complete uniform while performing assignments under this contract.

Prior to the contract performance date, the Contractor shall document to the COTR the uniform and equipment items that have been issued to each employee. The COTR shall approve or disapprove any uniform apparel. The Contractor shall provide a submittal of the uniform or any uniform changes to the COTR for approval.

2. Identification Credentials:

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

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

- c. To avoid the appearance of having Government issued badges, the contractor shall not possess wallet type badges or credentials. All credentials shall be approved by the COTR or other ICE designated official.

L. Permits and Licenses

1. Business Permits and Licenses

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

2. Licensing of Employees

The Contractor shall ensure each employee has registration, commissions, permits, and licenses as required by the district, municipality, county, and state in which ICE work site is performed prior to EOD. The Contractor shall verify all licenses and certifications. If applicable, all Contractor staff shall possess a current license/registration, in the state in which they are practicing.

3. Jurisdiction

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

M. Encroachment

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

N. Work Schedules

The Contractor shall follow the criteria described below when establishing work schedules, contact relief, rest periods, and starting and stopping work.

1. Post Work Schedules

One week in advance, the Contractor shall prepare supervisory and Detention Officer work-schedules, for a two-week period, and shall post them in work areas or locker rooms. A manpower report shall be submitted to the COTR on a monthly basis. Schedules shall be prepared on a form designated by ICE. Changes in duty hours shall also be posted on this form in sufficient time to ensure 24-hour advance notice. At the completion of each shift, the Contractor shall, upon request of the COTR, also provide an employment report listing (copies of the sign-in sheets [GSA Form 139, Record of Arrival and Departure from Buildings during Security Hours] for each shift) for each employee who actually worked, work classification, post assignments, and hours worked, as well as total hours worked by supervisory and non-supervisory employees to the COTR. A Contractor Supervisor shall conduct regular post checks to ensure personnel are on duty. When a contract employee is not being utilized at a given post, the Contractor at the direction of the COTR or ICE Supervisor on Duty may reassign him/her to another post.

2. Starting and Stopping Work

The Contractor is responsible for all employees to be dressed in full uniform and ready to begin work promptly at the beginning of each shift. Each employee shall remain at the duty locations until the shift is completed.

3. Recording Presence

The Contractor shall direct its employees to sign in when reporting for work, and to sign out when leaving at the end of their period of duty. The Contractor's supervisory and regular personnel are required to register at the applicable work site(s) and shall use GSA Form 139. The Government shall specify the registration points, which will be at the protected premises, and the Contractor shall utilize those points for this purpose.

Officers, working as supervisors, shall make the designation "Supervisor" in the rank column on GSA Form 139; all others will enter "On Duty." The applicable post or position numbers may be entered in the "relief" column after mutual concurrence between ICE and the Contractor.

Each line on GSA Form 139, or other forms designated by ICE must be completed in chronological order, without exception. Lines may not be left blank between signatures. If an entire line is used to enter a calendar date to separate individual workdays, a one-line limit for each date entered will be followed. Erasures, obliterations, superimposed, or double entries of any type on any one line are unacceptable and will not be processed for payment. If errors are made in signatures, times, post numbers, or duty status on this form, the next line immediately following the line containing such errors, will be used to record all corrected information. A single line will be drawn through the entire line on which such mistakes appear. The Contractor must attach a detailed memorandum explaining the reasons for the mistakes to each form containing erroneous entries.

4. Rest Periods

When the Contractor, or a contract supervisor, authorizes rest and relief periods for the contract employees, a substitute officer shall be assigned to the duty location.

5. Work Relief

When the work assignments require that the Contractor's employees do not leave the assigned duty locations until a substitute officer has provided relief, this condition shall be explicitly stated on GSA Form 2580, Guard Post Assignment Record, or other forms designated by ICE COTR. The Contractor shall enforce the procedure without exceptions.

IV. BACKGROUND AND CLEARANCE PROCEDURES**A. Security Requirements**

DHS has determined that performance of the tasks as described in this Performance Work Statement and any subsequent contract and modifications or amendments thereto requires that the Contractor, subcontractor(s), vendor(s), etc. (herein known as Contractor) have access to sensitive DHS information, and that the Contractor will adhere to the following.

B. Suitability Determination

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

facility or facility used in furtherance of DHS activities without a favorable EOD decision or suitability determination by the OPR-PSU.

C. Background Investigations and Required Forms

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

1. Standard Form 85P, "Questionnaire for Public Trust Positions" Form and the Standard Form 85 PS will be submitted via e-QIP (electronic Questionnaires for Investigation Processing)
2. E-Quip Signature Forms (3), Signature Form, Release of Information Form and Release of Medical Information Form (2 copies of each)
3. FD Form 258, "Fingerprint Card" (2 Cards)
4. Foreign National Relatives or Associates Statement
5. DHS 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act"
6. Optional Form 306 Declaration for Federal Employment (applies to Contractors as well).

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

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

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

D. Continued Eligibility

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

OPR-PSU may require drug screening for probable cause at any time and/or when the Contractor independently identifies circumstances where probable cause exists. The Contractor must post the ICE "Drug Free Workplace Policy" in all contract work areas.

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

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

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

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

E. Employment Eligibility

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

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

F. Security Management

The Contractor shall appoint a senior official to act as the Corporate Security Officer. The individual will interface with the OPR-PSU through the COTR on all security matters, to include physical, personnel, and protection of all Government information and data accessed by the Contractor.

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

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

G. Information Technology Security Clearance

When sensitive government information is processed on department telecommunications and automated information systems, the Contractor agrees to provide for the administrative control of sensitive data being processed and to adhere to the procedures governing such data. Contractor personnel must have favorably adjudicated background investigations.

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

H. Information Technology Security Training and Oversight

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

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

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

V. TRAINING

All training shall be conducted in accordance with the ICE PBNDIS on Staff Training. Detention Officers shall not perform duties under this contract until they have successfully completed all initial training and the COTR receives written certification from the Contractor. Any remuneration or pay due to the Contractor employee in accordance with U.S. Department of Labor regulations for any training time is the responsibility of the Contractor. Alternative or E-training techniques, unless approved in writing by the CO via the COTR, shall not be used. The training sit shall be provided at no additional cost to the Government.

A. General Training Requirements

All Officers must have the training described in the ACA Standards and in this sub-section. The Contractor shall provide the required refresher courses or have an institution acceptable to the COTR to provide the training. Failure of any employee to complete training successfully is sufficient reason to disqualify him or her from duty.

All new Detention Officers will receive 60 hours of basic training, not to include firearms, prior to EOD and 40 hours of on-the-job training. The Contractor's Training Officer will be responsible for administering an on-the-job training program for new employees. A senior Detention Officer, at all times during this latter 40-hour period, must accompany the Detention Officers. The Contractor's Training Officer shall send a copy of the documentation to the COTR upon successful completion of the employee's on-the-job training.

In addition, after completion of the first 100 hours of training, the Contractor has 60 days to complete an additional 40 hours of training for each employee. During the remainder of the first year on duty, the Contractor shall cause the employee to have an additional 40 hours of training for a total of 180 hours within the first year of employment. The training program must directly relate to the employee's assigned position and afford application of necessary job skills.

1. Basic Training Subjects

Officers must complete the following list of basic training subjects. The course title is followed by the estimated hours of training for that subject and shall be in accordance with the ACA and ICE PBNDIS.

- a. In-service Orientation/Social Diversity 2 HRS
- b. Counseling Techniques/Suicide Prevention and Intervention* 2 HRS
- c. Conduct/Duties/Ethics and Courtroom Demeanor 2 HRS
- d. Bomb Defense and Threats 1 HR
- e. Telephone Communications/Radio Procedures 1 HR
- f. Annual IT Security Training 1 HR
- g. Fire and other Emergency Procedures 2 HRS
- h. Treatment and Supervision of Detainees 2 HRS

i. ICE Use of Force Policy	2 HRS
j. Security Methods/Key Control/Count	1 HR
k. Procedures/Observational Techniques	4 HRS
l. EEO/Sexual Harassment	2 HRS
m. Detainee Escort Techniques	1 HR
n. ICE Paperwork/Report Writing	2 HRS
o. Detainee Searches/Detainee Personal Property	4 HRS
p. Property/Contraband	2 HRS
q. Detainee Rules and Regulations	2 HRS
r. First Aid*	4 HRS
s. Cardiopulmonary Resuscitation (CPR)*	4 HRS
t. Blood-borne Pathogens*	2 HRS
u. Self Defense	8 HRS
v. Use of Restraints	5 HRS
w. Firearms Training	**
x. Sexual Abuse/Assault Prevention and Intervention*	2 HRS
y. ICE Performance Based National Detention Standards	2 HRS

All training shall be conducted in a classroom or on-the-job training environment and shall be in accordance with the ACA and PBNDS. On-line training is specifically prohibited to meet these requirements, unless approved in writing by the COTR.

** Critical Training Subjects*

*** Firearm Training for Detention Officers who are required to provide Armed Transportation shall be in accordance with state licensing requirements. The Contractor shall certify proficiency every quarter.*

2. Refresher Training

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

The Contractor shall coordinate recertification in CPR and First Aid with the ICE training staff. This training shall be provided at no cost to the Government. Annually, upon completion, the Contractor shall provide documentation of refresher training to the COTR.

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

3. On-the-Job Training

After completion of the minimum of 60 hours basic training, all Detention Officers will receive an additional 40 hours of on-the-job training at specific post positions. This training includes:

- a. Authority of supervisors and organizational code of conduct.
- b. General information and special orders.
- c. Security systems operational procedures.
- d. Facility self-protection plan or emergency operational procedures.
- e. Disturbance Control Team training.

4. Training during Initial 60 Day Period

The Contractor shall provide an additional 40 hours of training for Detention Officers within 60 days after completion of first 100 hours of training. The Contractor shall provide the training format and subjects, for approval by the COTR and/or CO, prior to the commencement of training.

5. Basic First Aid and CPR Training

All Contractor employees shall be trained in basic first aid and CPR. They must be able to:

- a. Respond to emergency situations within three minutes.
- b. Perform cardiopulmonary resuscitation (CPR).
- c. Recognize warning signs of impending medical emergencies.
- d. Know how to obtain medical assistance.
- e. Recognize signs and symptoms of mental illness.
- f. Administer medication.
- g. Know the universal precautions for protection against blood-borne diseases.

B. Supervisory Training

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

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

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

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

C. Proficiency Testing

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

D. Certified Instructors

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

E. Training Documentation

The Contractor shall submit a training forecast and lesson plans to the COTR or ICE designee, at least 30 days prior to all training. The training forecast shall provide date, time, and location of scheduled training and afford the COTR observation/evaluation opportunity.

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

VI. REQUIRED SERVICES - ADMINISTRATION AND MANAGEMENT**A. Manage Information System for Collecting, Retrieving, Storing, and Reporting Detainee Detention**

All detainee files are to be prepared, maintained, retired, and disposed of in accordance with ICE policy. Policy and procedures shall be developed to ensure the confidentiality and security of all detainee files.

B. Manage the Receiving and Discharge of Detainees

In accordance with ICE PBNDS, the Contractor will provide for the admitting and releasing of detainees to protect the health, safety, and welfare of each individual. During the admissions process, detainees undergo screening for medical purposes, have their files reviewed for classification purposes, submit to a standard body search, and are personally observed and certified regarding the examination, categorization, inventorying, and safeguarding of all personal belongings. This shall include fingerprinting of detainees.

The Contractor shall comply with the ICE policy on Admission and Release when entering detainee admission and release data.

The intake process shall include, at a minimum, a medical and social screening prior to detainee release into the general population.

The Contractor shall provide a detainee classification system that adheres to the requirements of the ICE policy on Detainee Classification, and ensures detainees are classified appropriately using objective criteria. Detainees will be classified and kept physically separate from detainees in other categories. Detainees will be classified upon arrival, before being admitted to the general detainee population. The Contractor will periodically re-classify detainees, in accordance with the ICE PBNDS. When female detainees are housed, they will be issued a separate color uniform than male detainees.

C. Manage and Account for Detainee Assets (Funds, Property)

The Contractor will provide for the control and safeguarding of detainees' personal property. This will include: the secure storage and return of funds, valuables, baggage, and other personal property; a procedure for documentation and receipting of surrendered property; and the initial and regularly scheduled inventories of all funds, valuables, and other property. In accordance with the PBNDS, every housing area shall include a designated storage area. This area shall contain a lockable or other securable space for storing detainees' authorized personal property.

The Contractor shall have written standard procedures for inventory and receipt of detainee funds and valuables that adheres to the requirements of ICE policy on Funds and Personal Property; and Detention and Removal Operations Policy and Procedure Manual (DROPPM) Update: Chapter 30: Detainee Property Management. Written procedures shall be established for returning funds,

valuables, and personal property to a detainee being transferred or released that adheres to the requirements of ICE policy. The Contractor shall ensure that all detainees who are scheduled for either transfer or release are given all funds (in cash) immediately prior to leaving the facility. Confiscated foreign currency funds are to be returned to the detainee. This includes the out-processing of detainees on all removal flights. For such removal flights, the Contractor will provide all necessary items for removal processing.

D. Securely Operate the Facility

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

Staff responsible for lock maintenance shall receive training and be certified from a Government approved training program specializing in the operation of locks and locking mechanisms.

The Contractor shall provide constant armed perimeter surveillance of the facility. Surveillance may be provided via a minimum of one motorized security patrol.

In accordance with ICE Policy, the Contractor shall develop policies and procedures regarding detainee use of those classified controlled tools and equipment most likely to be used in an escape or as a weapon. Further, the Contractor shall ensure that detainee usage of those classified controlled tools and equipment is only under direct Contractor staff supervision.

E. Establish and Maintain a Program for the Prevention of Sexual Abuse/Assault

The Contractor shall develop and implement a comprehensive sexual abuse/assault prevention and intervention program in accordance with the ICE PBNDs on Sexual Abuse and Assault Prevention and Intervention. This program shall include training and/or information that is given separately to both staff and detainees.

F. Establish and Maintain a Program for Suicide Prevention and Intervention

The Contractor shall develop and implement a comprehensive suicide prevention and intervention program in accordance with ICE policy. This program shall include training and/or information that is given separately to both staff and detainees.

G. Enforce the Detainee Disciplinary Policy

The Contractor shall comply with ICE PBNDs disciplinary policy. Facility authorities shall take disciplinary action against any detainee who is not in compliance with the rules and procedures of the facility.

H. Maintain Detainee Accountability

At least four counts will be conducted every 24 hours with at least one per shift. All counts shall be documented in separate logs maintained in the applicable locations where detainees are housed, the control center, and shift supervisor's office and shall be maintained for a minimum of 30 days. Count records must be available for review and secured away from the detainee population. The Contractor shall develop and implement a comprehensive population count program, in accordance with ICE policy.

I. Collect and Disseminate Intelligence Information

Policy and procedures for collecting, analyzing, and disseminating intelligence information regarding issues affecting safety, security, and the orderly running of the facility shall be developed. This

information shall include, but not be limited to: gang affiliations; domestic terrorist groups; tracking of detainees having advanced skills in areas of concern (locksmiths, gunsmiths, explosives, and computers, etc.); narcotics trafficking; mail and correspondences; detainee financial information; detainee telephone calls; visiting room activity; and actions of high profile detainees. The Contractor shall share all intelligence information with the Government.

J. Provide Security Inspection System

The Contractor will develop and maintain a security inspection system with the aim of controlling the introduction of contraband into the facility, ensure facility safety, security and good order, prevent escapes, maintain sanitary standards, and eliminate fire and safety hazards. The Contractor's inspections program will meet the requirements of ICE PBNDS for Facility Security and Control.

The Contractor shall report all criminal activity related to the performance of this contract to the appropriate law enforcement investigative agency and to the COTR.

The Government may investigate any incident pertaining to performance of this contract. The Contractor shall cooperate with the Government on all such investigations. The Contractor shall immediately report all serious incidents to the COTR. Serious incidents 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/protests); staff uses of force including use of lethal and less-lethal force (includes detainees in restraints more than eight hours); assaults on staff/detainees resulting in injuries that require medical attention (does not include routine medical evaluation after the incident); fires; fights resulting in injuries requiring medical attention; 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; fence damage; power outages; bomb threats; high profile detainee cases admitted to a hospital; significant environmental problems that impact the facility operations; transportation accidents (e.g., airlift, bus) resulting in injuries, death or property damage; and sexual assaults.

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

K. Maintain Institutional Emergency Readiness

The Contractor shall submit an institutional emergency plan that will be operational prior to issuance of the NTP, per the ICE PBNDS on Emergency Plans. The plan shall receive the concurrence of the COTR prior to implementation and shall not be modified without the further written concurrence of the CO.

The Contractor shall have written agreements with appropriate state and local authorities that will allow the Contractor to make requests for assistance in the event of any emergency incident that would adversely affect the community.

Likewise, the Contractor shall have in place, an internal corporate nation-wide staff contingency plan consisting of employees who possess the same expertise and skills required of staff working directly on this contract. At the discretion of ICE, these employees would be required to respond to an institutional emergency at the contracted facility if deemed necessary.

The emergency plans shall include provisions for two or more disturbance control teams. Protective clothing and equipment for each team member and 30 percent of all additional facility staff members shall be provided by the Contractor, and maintained in a secure location outside the secure perimeter of the facility.

Any decision by ICE or other federal agencies to provide and/or direct emergency assistance will be at the discretion of the Government. The Contractor shall reimburse the Government for any and all expenses incurred in providing such assistance.

Attempts to apprehend any escapee(s) shall be in accordance with the Emergency Plan, which shall comply with ICE PBNDS regarding Emergency Plans.

The Contractor shall submit to the COTR a proposed inventory of intervention equipment (e.g., weapons, munitions, chemical agents) intended for use during performance of this contract. In accordance with ICE policy, the use of electro-muscular disruption (EMD) devices is prohibited. The COTR, prior to issuance of the NTP, shall provide concurrence of the intervention equipment. The approved intervention equipment inventory shall not be modified without prior written concurrence of the CO.

The Contractor shall obtain the appropriate authority from state or local law enforcement agencies to use force as necessary to maintain the security of the facility. The use of force by the Contractor shall at all times be consistent with all applicable policies of ICE PBNDS on Use of Force.

L. Manage Computer Equipment and Services in Accordance with all Operational Security Requirements

The Contractor shall comply with all federal security and privacy laws and regulations established to protect federal systems and data. The Contractor shall inform all personnel of the confidential nature of ICE detainee information.

The Contractor shall restrict access of data information pertaining to ICE detainees to authorized employees with no appropriate clearance who require this information in the course of their official duties.

In accordance with the *Freedom of Information/Privacy Act (FOIA/PA)*, the Contractor may not disclose information obtained pertaining to ICE detainees to a third party without written permission from the COTR.

The Contractor shall develop a procedural system to identify and record unauthorized access, or attempts to access ICE detainee information. The Contractor shall notify the COTR or ICE-designee within four hours of a security incident.

VII. FACILITY SECURITY AND CONTROL

A. Security and Control (General)

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

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

The Contractor shall comply with all ICE PBNDS pertaining to the security and control of the detention facilities. The Contractor shall adhere to local operating procedures within each facility.

B. Unauthorized Access

The Contractor shall detect and detain persons attempting to gain unauthorized access to the site(s) identified in this contract.

C. Direct Supervision of Detainees

The Contractor shall provide supervision of all detainees in all areas, including supervision in detainee housing and activity areas, to permit Detention Officers to hear and respond promptly to emergencies. The Contractor shall assign a minimum of one officer to directly supervise and monitor each occupied housing unit. This position is separate from the housing control post.

D. Log Books

The Contractor shall be responsible for completion and documentation of, for each shift, the following information in the logbooks:

1. Activities that have an impact on the detainee population (e.g., detainee counts, shakedowns, detainee movement in and out of the site, and escorts to and from court).
2. Shift activities (e.g., security checks, meals, recreation, religious services, property lockers, medical visits).
3. Entry and exit of vehicles and persons other than detainees, ICE staff, or Contractor staff (e.g., attorneys and other visitors).
4. Fire drills and unusual occurrences.

E. Records and Reports

The Contractor shall furnish, on a daily basis, a manifest of all detainees currently detained in the facility. The manifest shall contain the following information for each detainee: "A" File Number (system of numbering supplied by ICE); office received from; name; date of birth; gender; nationality; date of arrival; number of days the detainee has been in the facility; and type of release, if applicable. The manifest shall be transmitted in a Microsoft Excel format.

The Contractor shall provide monthly status reports to the COTR or ICE designee. Such reports shall include a monthly key indicator report, which indicates the key personnel positions of the facility (e.g., position title, name of the employee, vacancies and length of vacancies, dates of service, additional comments). These monthly reports shall be submitted to the COTR or ICE designee by the fifth of each month for the previous month's activities and staffing.

The Contractor shall prepare required orders, instructions, and reports of accidents, security violations, fires, and bomb threats. The reports shall be maintained, on file, concerning all activities in connection with duties and responsibilities for the services performed under this contract. All such records shall be kept using a system with a written policy, which allows the reports to be made available to the Government for inspection.

The Contractor shall, at the request of ICE, prepare any special or other reports, or issue further orders and instruction as may be required in support of work within the scope of this contract. The distribution, format, and time elements for these reports shall be directed by Government requirements.

F. Detainee Counts

The Contractor shall monitor detainee movement and physically count detainees as directed in the ICE Detentions Operations Manual and post orders. (For the ICE Detention Operations Manual, please see <http://www.ice.gov/partners/dro/PBNDIS/index.htm>) The Contractor shall be responsible for documenting the physical detainee counts in the logbook. The Contractor shall ensure ICE procedures are followed when the physical detainee count does not show all detainees are accounted for. At a minimum, official detainee counts shall take place four times per day and at least once per shift or as directed by the COTR or ICE designee. All counts shall be documented in separate logs maintained in the applicable locations where detainees are housed, control center, and shift supervisor's office and shall be maintained for a minimum of 30 days.

G. Daily Inspections

The Detention Officers shall conduct daily inspections of all security aspects of the site. They shall check all bars, locks, windows, walls, floors, ventilation covers, glass panels, access plates, protective screens, doors, lights, and equipment for operational wear and detainee tampering. The Detention Officers shall also report slippery floor surfaces. This documentation shall be made daily in a logbook. Problems discovered during these inspections shall be clearly identified in the documentation.

The Contractor shall also notify the COTR of any abnormalities or problems. The Contractor shall immediately notify the COTR or ICE designee on duty of any physical facility damage. Written documentation of any problem areas shall be submitted to the COTR by the end of the shift.

H. Control of Contraband

The Contractor shall conduct searches for contraband at least once daily, in all areas in which detainees have access. Searches shall be random and unannounced. During the searches, detainee possessions shall be disturbed as little as possible. Contraband items shall be immediately confiscated, logged into the Contraband logbook in accordance with ICE PBNDS, and turned over to the COTR or ICE-designee on duty. The Contractor shall document records of the searches in a logbook and forward a report to the COTR within 24 hours after discovery of the contraband items.

I. Keys and Access Control Devices

The Contractor shall adhere to key control policies, in accordance with ICE PBNDS Key and Lock Control: The Contractor shall operate and enforce the personnel admitting and identification systems, and package inspection procedures in accordance with security guidelines at the protected premises prescribed by ICE PBNDS.

The Contractor shall accept registered mail and parcels, in accordance with ICE-approved procedures. The Contractor shall be responsible for the distribution of all received mail and parcels.

J. Control of Chemicals

The Contractor shall adhere to ICE PBNDS, ACA, and OSHA established procedures, applicable laws, and regulations governing the storage and inventory of all flammable, toxic, and caustic materials used for janitorial cleaning, laundry maintenance, vehicle maintenance, and other applications.

K. Post Orders

The Contractor shall develop post orders, policies and procedures, and instructions necessary for proper performance at each duty post. Each post will have a separate post order. The Contractor is responsible for compliance with all such orders, policies and procedures, and instructions. ICE shall approve all post orders prior to implementation of them.

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

L. Deviation from Prescribed Schedule Assignments

The Contractor is authorized to deviate from the scheduled assignment when unusual conditions or circumstances so demand, and if prior approval is received from the COTR. All deviations shall be recorded in the daily logbook. When the COTR is not available, the Contractor shall notify ICE-designee immediately or as soon as is practically possible.

M. Use of Force Policy

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

1. In no case shall physical force be used as punishment or discipline.
2. The Contractor shall adhere to ICE Policy Statement on the use of deadly and non-deadly force to include the use of intermediate and deadly weapons.

3. The respective Detention Officer shall immediately report all instances of use of physical force to his or her immediate supervisor. Prior to leaving his or her shift, the Supervisory Detention Officer shall prepare a written report and submit it to the Warden/Facility Director, who shall review, approve, and provide the report to the COTR or ICE-designee within 24 hours of the incident.
4. The physical force report shall include:
 - a. An accounting of the events leading to the use of force.
 - b. A precise description of the incident to include date, time, place, type of force used, and reasons for employing force.
 - c. A description of the person (Detention Officers or detainees) who suffered described injuries, if any, and the treatment given.
 - d. A list of all participants and witnesses (Contractors, detainees, and ICE personnel) to the incident.
5. The calculated use of force must be in accordance with the ICE PBNDS and requires, at a minimum, the following:
 - a. The formulation of an After Action Review Team, which must include the participation of the COTR.
 - b. An After Action Report submitted to the COTR within 30 days of the incident, with corrective actions noted, if applicable.
 - c. Video footage of the incident must be made available for ICE review.

N. Use of Restraints Policy

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

O. Intelligence Information

The Contractor shall notify the COTR or ICE-designee immediately on issues which could impact the safety, security, and the orderly operation of the facility.

P. Notification and Public Disclosures

There shall be no public disclosures regarding this contract made by the Contractor (or any subcontractors) without review and approval of such disclosure by ICE Public Affairs and express permission granted by the ICE Contracting Officer. The Government considers such information privileged or confidential.

Q. Lost and Found

The Contractor shall log and maintain all lost and found articles and shall report all items to the COTR or ICE-designee. The Contractor shall adhere to the requirements contained in the ICE PBNDS for Funds and Personal Property.

R. Escapes

The Contractor shall take all appropriate measures to prevent escapes. The Contractor shall notify the COTR or ICE-designee immediately if an escape or an attempted escape has occurred. The Contractor shall provide the COTR and ICE-designee with a written report prior to the end of the shift. The Contractor shall be held to the following standards concerning escapes:

1. The Contractor assumes absolute liability for the escape of any detainee in its control.
2. The Contractor shall provide written policies and procedures regarding the actions to be taken in the event of an escape. This document must include reporting requirements for all contract employees, escorts, supervisors, and management personnel. These procedures shall meet the approval of the COTR, be reviewed at least annually, and updated as necessary.
3. Escapes shall be grounds for removing the responsible Contractor Employee(s) from duty if the Contractor Employee(s) is/are determined by the Contractor or the COTR to be negligent, reckless, or intentional. Notice of removal shall be provided to the Contracting Officer.
4. Corrective actions to prevent future escapes or attempted escapes shall be taken immediately and communicated to the COTR for approval. A written report of the remedial action shall be due to the COTR within 24 hours of an escape or attempted escape.
5. An escape is deemed an egregious violation of any applicable ICE PBNDS and subject to an expedited processing of a Contract Discrepancy Report resulting in a deduction or with-holding.

S. Correspondence and Other Mail

In accordance with ICE PBNDS, the Contractor shall ensure that detainees are able to send and receive correspondence in a timely manner subject to limitations required for the safety, security, and orderly operation of the facility. The Contractor shall distribute detainee mail within 24 hours of its arrival at the facility.

T. Evacuation Plan

The Contractor shall furnish 24 hour emergency evacuation procedures.

The Contractor shall develop a written evacuation and alternate staging plan for use in the event of a fire or major emergency, per ICE PBNDS regarding emergency plans.

U. Injury, Illness, and Reports

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

The Contractor shall immediately notify the COTR or ICE-designee about all incidents that result in physical harm to or threaten the safety, health, or welfare of any person at the site including job-related injuries. If a detainee requires immediate medical attention, the Detention Officer shall notify the medical provider as well as the COTR and/or ICE-designee.

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

The Contractor shall submit a monthly injury report summary containing, but not limited to, name, time/date, location, circumstances, care rendered, current status, Worker's Compensation status, and reference to identification of initial report.

V. Protection of Employees

The Contractor shall develop plans that comply with ICE comprehensive plans and procedures to safeguard employees against exposure of blood borne pathogens. The ICE plan is based upon OSHA standards found in the Employee Occupational Safety and Health (EOSH) Manual.

W. Medical Requests

The Contractor shall adhere to ICE policies and procedures regarding detainee medical requests at http://www.ice.gov/doclib/pbnbs/pdf/medical_care.pdf. If a detainee requires immediate medical attention, the Detention Officer shall immediately notify his or her Supervisor via radio or telephone. The Contractor's Supervisor will, in turn, notify the medical provider as well as the COTR and/or ICE-designee.

X. Emergency Medical Evacuation

The Contractor shall develop and implement written policies and procedures that define emergency health care evacuation of detainees from within the facility.

Y. Sanitation and Hygienic Living Conditions

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

VIII. DETAINEE RIGHTS, RULES, DISCIPLINE, AND PRIVILEGES**A. General**

The Contractor shall supervise, observe, and protect detainees from personal abuse, discrimination, corporal punishment, personal injury, property damage, harassment, or violation of detainee's civil rights. Contract personnel shall adhere to ICE policies and procedures, and the PBNDS.

In accordance with ICE PBNDS, the Contractor shall permit detainees to: access the law library, legal materials, facilities, and equipment; have document copy privileges; and have the opportunity to prepare legal documents.

IX. MANAGE A DETAINEE WORK PROGRAM**A. General**

Detainee labor shall be used in accordance with the detainee work plan developed by the Contractor, and will adhere to the ICE PBNDS on Voluntary Work Program. The detainee work plan must be voluntary, and may include work or program assignments for industrial, maintenance, custodial, service, or other jobs. The detainee work program shall not conflict with any other requirements of the contract and must comply with all applicable laws and regulations.

Detainees shall not be used to perform the responsibilities or duties of an employee of the Contractor. Detainees shall not be used to perform work in areas where sensitive documents are maintained (designated ICE workspace). Custodial/janitorial services to be performed in designated ICE work space will be the responsibility of the Contractor.

Appropriate safety/protective clothing and equipment shall be provided to detainee workers. Detainees shall not be assigned work that is considered hazardous or dangerous. This includes, but is not limited to, areas or assignments requiring great heights, extreme temperatures, use of toxic substances, and unusual physical demands.

The Contractor shall supply sufficient Detention Officers to monitor and control detainee work details. Unless approved by the COTR, these work details must be within the security perimeter.

It will be the sole responsibility of ICE to determine whether a detainee will be allowed to perform on voluntary work details and at what classification level. All detainees shall be searched when they are returned from work details.

X. HEALTH SERVICES

Health services will be provided by the Government. The Contractor shall provide adequate space for such health services.

A. Hospitalization of Detainees

Upon order of the COTR or designated ICE officer, or in an emergency situation, the Contractor shall take custody of and safeguard detainee(s) at a hospital or clinic when the detainee(s) are undergoing

medical examination. The contract employee will remain until relieved by another contract employee. Twenty-four hour custody shall be maintained, with constant visual observation when practicable. The detainees shall not use the telephones unless the Contractor receives prior approval from the COTR or other designated ICE official. The contract employees shall not fraternize with clinic/hospital staff or with casual visitors to the clinic/hospital. Detainee visitation is not permitted at the hospital. To prevent any situation which could result in a breach of security, requests for visitation while the detainee is in detention, including hospital detention shall be pre-approved by the COTR(s) or other designated ICE official prior to allowing access to the detainee. The Contractor is obligated to relay messages as requested by the detainee to ICE COTR or other designated ICE official.

B. Manage a Detainee Death

The Contractor shall comply with ICE PBNDS regarding Terminal Illness, Advanced Directives, and Death in the event of a detainee injury or death. In the event of a detainee death, the Contractor shall immediately notify the COTR or ICE designated official and submit a written report within 24 hours. The Contractor shall fingerprint the deceased. Staff members performing the fingerprinting shall date and sign the fingerprint card to ensure that a positive identification has been made and file the card in the detainee's file. Personal property of the deceased shall be inventoried and forwarded to the designated family member, the nearest of kin, or the Consular Officer of the detainee's country of legal residence.

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

The Contractor shall establish coroner notification procedures outlining such issues as performance of an autopsy; that will perform the autopsy, obtaining state-approved death certificates, and local transportation of the body.

The Contractor, in coordination with the COTR or ICE-designee, shall ensure the body is turned over to the designated family member, the nearest of kin, or the Consular Officer of the detainee's country of legal residence.

XI. FOOD SERVICE

A. Manage Food Service Program in a Safe and Sanitary Environment

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

The Contractor shall provide a sack meal for detainees in custody and those who are absent during any meal. Further, the Contractor shall provide sack meals as requested by ICE staff. The contents of the sack meals must be approved by COTR or designee.

At the COTR's request, the Contractor shall provide sack meals for detainees in ICE custody, but not yet on the Contractor's premises.

The Contractor shall identify, develop, and manage food service program policy, procedures, and practices in accordance with the ICE PBNDS on Food Service.

XII. DETAINEE SERVICES AND PROGRAMS

A. Manage Detainee Clothing, Linens, and Bedding

The Contractor shall issue and exchange detainee clothing, linen, and bedding in accordance with the ICE PBNDS on Personal Hygiene.

B. Manage Multi-Denominational Religious Services Program

The Contractor shall ensure detainees of different religious beliefs will be provided reasonable and equitable opportunity to practice their respective faiths. The religious services program shall comply with all elements of the ICE PBNDS on Religious Practices. The Contractor shall provide a full-time FTE non-denominational chaplain.

C. Provide for a Detainee Recreation Program

The Contractor shall develop adequate and meaningful recreation programs for detainees at the facility. The Contractor shall ensure that sufficient Detention Officers are assigned to supervise all recreation activities. The detainee recreation program will comply with all elements of the ICE PBNDS on Recreation.

D. Manage and Maintain a Commissary

A commissary shall be operated by the Contractor as a privilege to detainees who will have the opportunity to purchase from the commissary at least once per week. These items will not include those items prohibited by the Warden/Facility Director. All items available at the commissary must be approved by the COTR or ICE-designee. The commissary inventory shall be provided to the COTR upon request. Notice of any price increases must be provided to the COTR. The Contractor may assess sales tax to the price of items, if state sales tax is applicable.

Revenues shall be maintained in a separate account and not commingled with any other funds. If funds are placed in an interest bearing account, the interest earned shall be credited to the detainees. Any expenditure of funds from the account shall only be made with the approval of the Contracting Officer. Any revenues earned in excess of those needed for commissary operations shall be used solely to benefit detainees at the facility.

At the end of the contract period, or as directed by the Contracting Officer, a check for any balance remaining in this account shall be made payable to the Treasury General Trust Fund and given/transmitted to the Contracting Officer.

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

E. Manage and Maintain a Detainee Telephone System

The Contractor shall provide detainees with reasonable and equitable access to telephones as specified in ICE PBNDS on Telephone Access. Telephones shall be located in an area that provides for a reasonable degree of privacy and a minimal amount of environmental noise during phone calls.

If authorized to do so under applicable law, the Contractor shall monitor and record detainee conversations. If detainee telephone conversations can be monitored under applicable law, the Contractor shall provide notice to detainees of the potential for monitoring. However, the Contractor shall also provide procedures at the facility for detainees to be able to place unmonitored telephone calls to their attorneys.

Telephone rates shall not exceed the dominant carrier tariff rate and shall conform to all applicable federal, state, and local telephone regulations.

The ICE designated Detainee Telephone Services (DTS) vendor will be the exclusive provider of detainee telephones for this facility. The DTS contractor shall be allowed to install vending debit machines and shall receive 100 percent of all revenues collected by sale of prepaid debit services. The DTS provider shall be responsible for furnishing all inventory and supply of prepaid debit cards to the Contractor. The DTS provider shall be responsible for the costs incurred for installation of the equipment, any monthly telephone charges incurred from the operation of DTS, and the maintenance and operation of the system. The Contractor shall not be entitled to any commissions, fees, or revenues generated by the use of the DTS or the detainee telephones.

The Contractor shall inspect telephones for serviceability, in accordance with ICE policies and procedures. The Contractor shall notify the COTR or ICE designees of any inoperable telephones.

F. Provide for the Special Needs of the Female Detainee Population

The Contractor shall provide programs and services to meet the special needs of the female detainee population, including the provision of feminine hygiene products for the female detainee population.

G. Law Library

The Contractor shall provide secure space within the secure perimeter, either a dedicated room or a multipurpose room for books and materials to provide a reading area – “Law Library” – in accordance with the ICE PBNDS on Law Libraries and Legal Material.

H. Physical Plant

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

The facility, whether new construction expansion or an existing physical plant, shall be designed, constructed, operated, and maintained in accordance with all applicable federal, state, and local laws, regulations, codes, guidelines, and policies. In the event of a conflict between federal, state, or local codes, regulations or requirements, the most stringent shall apply. In the event there is more than one reference to a safety, health, or environmental requirement in an applicable law, standard, code, regulation or Government policy, the most stringent requirement shall apply.

The facility shall provide housing configurations commensurate with the security needs of the population.

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

1. The Uniform Building Code (UBC), with the State of facility location’s Amendments
2. The Building Officials and Code Administrators (BOCA) National Building Code (NBC)
3. The Standard Building Code (SBC)

In the event the jurisdiction in which the facility is located does not mandate use of UBC, BOCA NBC or SBC, then the facility shall comply with the BOCA NBC. Whether the facility is new construction or an expansion of an existing physical plant fire protection and life safety issues shall be governed by the latest edition of the National Fire Protection Association (NFPA) 101 Code for Safety to Life from Fire in Buildings and Structures and applicable National Fire Codes (NFC). Should conflicts occur between NBC and NFC, NFC shall apply.

E.O. 12699, as amended by E.O. 13286 - Whether new construction expansion or existing physical plant, the facility shall comply with the Seismic Safety of Federal and Federally Assisted or Regulated New Building Construction. The seismic safety requirements as set forth in either the 1991 International Conference of Building Officials, the UBC, the 1992 BOCA, NBC (or the 1992 Amendments to the Southern Building Code Congress) or SBC are the minimum standards. Should the code applicable for the state in which the facility is located be more stringent than the other codes set forth herein; the state code shall prevail.

The facility, whether new construction expansion or existing physical plant, shall comply with the requirements of the *Architectural Barriers Act of 1968* as amended and the *Rehabilitation Act of 1973* as amended. The standards for facility accessibility by physically handicapped persons as set forth in “Uniform Federal Accessibility Standards/Fed Std. - 795 4/01/88 Edition” (UFAS) shall apply. All areas of the buildings and site shall meet these requirements.

Activities, which are implemented in whole or in part with federal funds, must comply with applicable legislation and regulations established to protect the human or physical environment and to ensure public opportunity for review. The Contractor shall remain in compliance with federal statutes during

performance of the contract including, but not limited to, the following Acts: *Clean Air, Clean Water, Endangered Species, Resources Conservation and Recovery*; and other applicable laws, regulations and requirements. The Contractor shall also comply with all applicable limitations and mitigation identified in any Environmental Assessment or Environmental Impact Statement prepared in conjunction with the contract pursuant to the *National Environmental Policy Act*, 42 U.S.C. 4321.

The Contractor shall be responsible for and shall indemnify and hold the Government harmless for any and all spills, releases, emission, disposal and discharges of any toxic or hazardous substance, any pollutant, or any waste, whether sudden or gradual, caused by or arising under the performance of the contract or any substance, material, equipment, or facility utilized. For the purposes of any environmental statute or regulation, the Contractor shall be considered the "owner and operator" for any facility utilized in the performance of the contract, and shall indemnify and hold the Government harmless for the failure to adhere to any applicable law or regulation established to protect the human or physical environment. The Contractor shall be responsible in the same manner as above regardless of whether activities leading to or causing a spill, release, emission or discharge are performed by the Contractor, its agent or designee, a detainee, visitors, or any third party.

If a spill(s) or release(s) of any substance into the environment occur, the Contractor shall immediately report the incident to the COTR or ICE designated official. The liability for the spill or release of such substances rests solely with the Contractor and its agent.

A safety program shall be maintained in compliance with all applicable Federal, state and local laws, statutes, regulations and codes. The Contractor shall comply with the requirements of the *Occupational Safety and Health Act of 1970* and all codes and regulations associated with 29 CFR 1910 and 1926.

Fire Alarm Systems and Equipment - All fire detection, communication, alarm, annunciation, suppression and related equipment shall be operated, inspected, maintained and tested in accordance with the most current edition of the applicable NEC and Life Safety Codes.

The Contractor shall provide outside lighting sufficient to illuminate the entire facility and secure perimeter with at least 1.5 candlepower per square foot in all areas.

For new construction expansion or existing physical plant, final and completed, the Contractor prior to issuance of the NTP shall submit design/construction documents to the COTR. For all new construction expansion, the construction schedule shall be updated to reflect current progress and submitted to the COTR on a monthly basis. Government staff will make periodic visits during construction to verify Contractor progress and compliance with contract requirements. As-built drawings and current drawings of the buildings and site utilities shall be maintained in a secure location during construction and contract performance. These updates shall be provided to the COTR within 30 days of any changes made. Site utilities include, but are not limited to: water and sewer lines; gas lines; tunnels; steam lines; chilled water lines; recording layouts; elevations; modifications; additions; etc. Two copies of the as-built drawings shall be provided to the COTR in AUTOCAD release 14.0 on a CD-ROM no later than 90 days after issuance of the NTP.

Promptly after the occurrence of any physical damage to the facility (including disturbances), the Contractor shall report such damage to the COTR or ICE designated official. It shall be the responsibility of the Contractor to repair such damage, to rebuild or restore the institution.

A number of Government staff will be on-site to monitor contract performance and manage other Government interests associated with operation of the facility. Government staff will have full access to all areas of the facility. Contractor access to Government required space must be pre-approved by the COTR. In cases of emergency the Contractor shall notify the COTR promptly.

The Contractor shall provide operational space for ICE, Office of Principal Legal Advisor (OPLA), and Executive Office for Immigration Review (EOIR) operations. Supplied design drawings are to be used as a guide regarding space for EOIR functions. ICE will make evaluations of each individual offer regarding EOIR space and make determinations of best value to the Government. All office and multiple use space shall be complete with appropriate electrical, communication, and phone connections.

1. ICE Support Space

Refer to ICE Design Standards for specific office and workstation sizes and specific furnishing requirements for 1,575 beds. The Standards include but are not limited to the following:

A total of 44 offices and 55 workstations as outlined below:

- 1 Office - Assistant Field Office Director
- 1 Office - Officer in Charge
- 1 Office - Assistant Officer in Charge
- 1 Office - Intelligence Officer
- 1 Office - Chief Immigration Enforcement Agent
- 1 Office - Mission Support Specialist
- 2 Offices - Contracting Officer's Technical Representative
- 2 Workstations - Mission Support Assistant
- 1 Workstation – Receptionist
- 1 Office - Intelligence Research Specialists
- 1 Workstation - OIC Secretary
- 6 Offices - Supervisory Detention and Deportation Officers
- 24 Offices - Deportation Officers
- 24 Workstations - Deportation Removal Assistants
- 1 Office - Training Officer
- 1 Office - Detention Operations Supervisor
- 3 Offices - Supervisory Immigration Enforcement Agents
- 27 Workstations - Immigration Enforcement Agents
- File rooms (see Standards for size and quantity)
- Conference rooms adjacent to or within ICE area (see Standards for size and quantity)
- Employee break rooms (see Standards for size and quantity)
- Employee gun lockers that meet the PBNDS
- Employee fitness center/weight room that includes adequate locker room area with showers and restrooms
- ICE Armory per the Detention Standards
- Training room
- Consulate Affairs room

2. OPLA Space

OPLA Space Requirements - based on a 1,575 Bed Correctional Detention Facility (if OPLA shall be located or relocated elsewhere in the complex):

Refer to ICE/OPLA Design Standards for specific office and workstation sizes and specific furnishing and utility requirements for a 1,575 bed Contract Detention Facility. All furniture and case goods shall be furnished by the Contractor in accordance with ICE/OPLA Design Standards. The Standards include but are not limited to the following:

- Supervisory Attorney hard walled office (see Standards for size)
- 12 - Attorney hard walled offices (see Standards for size)

- 4 - Legal Technician workstations (see Standards for size)
- 1 - Mail/File Clerk workstation (see Standards for size)
- 1 - Conference room/Law Library (see Standards for size)
- 1 - Break room (see Standards for size)
- 1 - Supply room (see Standards for size)
- 1 - Storage/Copier room (see Standards for size)
- 1 - Support workstation for fax/scanner/network printer (see Standards for size)
- Separate entrance for OPLA staff is requested with access to parking lot, which must be ADA compliant.
- OPLA Support Space must be provided per the ICE/OPLA Design Standards
- OPLA space shall be contiguous.

3. EOIR Space

EOIR Space Requirements - based on a 1,575 Bed CDF (if the court shall be located or relocated elsewhere in the complex):

Refer to ICE/EOIR Design Standards for specific office and workstation sizes and specific furnishing and utility requirements for a 1,575 bed Contract Detention Facility. All furniture and case goods shall be furnished by the Contractor in accordance with ICE/EOIR Design Standards. The Standards include but are not limited to the following:

- 5 Courtrooms and accompanying office and support space shall be as per the ICE/EOIR Design Standards. The courtrooms shall be sized as follows: 3 courtrooms shall be at the size per the design guide at 850 square feet, and 2 shall be at 650 square feet. Each courtroom should have the capability to hold live court as well as conduct hearings via tele-video. All furniture and case goods shall be furnished by the Contractor in accordance with ICE/EOIR Design Guide and specifications. Any expansion space shall be contiguous to existing court space/function.
- 5 Courtroom Sub-Lobby (see Standards for size)
- 1 Judges' secure corridor (see Standards for size)
- 1 Public/detainee secure corridor (see Standards for size)
- 15 Offices/enclosed spaces/functions (see Standards for size)
- 15 Workstations (see Standards for size)
- 1 Visitation space (pro-bono room) must be provided to meet the ACA and NDS standards
- Separate entrance for judges and staff is required with complete security system and access to parking lot, which must be ADA compliant
- EOIR Support Space must be provided per the ICE/EOIR Design Standards
- EOIR space shall be contiguous.

For further EOIR space requirements, please see *Executive Office for Immigration Review – Design Standards for ICE/DRO Service Processing Centers and Contract Detention Facilities*, May 12, 2006.

For further ICE and OPLA space requirements, please see *Contract Detention Facility (CDF) Design Standards for Immigration and Customs Enforcement (ICE)*, May 14, 2007; addendums: ICE Cabling Standards; Phone Specifications.

Government space shall be climate controlled and located consistent with the administrative office space for the Contractor's staff. Government-occupied space shall be separate from, but accessible to, detainee housing units and the centralized visiting area. Government-occupied space shall also be

secure and inaccessible to Contractor staff, except when specific permission is granted by on-site ICE, EOIR, or OPLA staff. The Contractor shall be responsible for all maintenance, security, and janitorial costs associated with space designated for Government staff.

4. Additional Requirements

a. Furniture

All furniture and case goods shall be furnished by the Contractor in accordance with ICE Design Guide and specifications, which include ICE support space and all operational components which include EOIR, OPLA, and DIHS space as required in accordance with the ICE Design Standards.

b. ICE IT Equipment

ICE will provide and install IT equipment in office spaces for ICE personnel only, to include computer workstations and screens, printers, and fax machines. All infrastructure, cabling, and interfacing equipment shall be provided by the Contractor at time of construction/expansion.

NOTE: ICE IT system must be a complete, independent, and physically separate system from the Contractor's IT system. The system shall serve all operational components: ICE, OPLA, and DIHS. EOIR shall have a separate system within EOIR IT space as per the EOIR Design Standards.

c. Communication Equipment

The Contractor shall purchase, install and maintain a complete and operating communication system, which includes but is not limited to: cabling, fiber optics, patch panels, landing blocks, circuits, PBX and voice mail, phone sets and other supporting infrastructure and supporting system in compliance with ICE specifications. Separate billing to ICE shall be established on all recurring service fees for communications and IT. Systems shall be installed specifically for ICE use.

NOTE: ICE communication system must be a complete, independent, and physically separate system from the Contractor's communication system, and billed separately. The system shall serve all operational components: ICE, OPLA, and DIHS. EOIR shall have a separate system within EOIR IT space as per the EOIR Design Standards.

d. Visitation and Holding Space

Sufficient space shall be provided for contact and non-contact visitation and group and individual holding rooms, including designated space to permit appropriate screening and searching of both detainees and visitors in visitation areas. The Contractor shall provide at a minimum 25 non-contact rooms (at least 60 square feet each) and a minimum of 10 private, non-monitored attorney-client (detainee) rooms (at least 100 square feet each). Space shall be provided for the storage of visitors' personal items not allowed into the visiting area.

e. ICE Detention Standards

The Contractor shall provide a facility that will support and deliver all of the environmental and physical requirements to ensure total compliance with the current ICE PBNDS. A facility includes all service and support detention areas.

NOTE: ICE will review and approve all design documents, and maintain approval of final inspection of the facility before occupancy.

f. Parking Spaces

The Contractor shall provide no less than 100 parking spaces on-site at the facility exclusively for Government use.

The Contractor shall ensure that video cameras monitor hallways, exits, and common areas. A qualified individual shall be responsible for monitoring this system inside and outside the building. Considering that the videos will be recordings of residents who may be seeking asylum or other considerations under U.S. immigration law, the Contractor is required to maintain the tapes and may not release them to anyone, unless approved by DHS. The Contractor shall develop a plan for keeping the videos for the duration of the project period and destruction of them upon completion of the program.

XIII. PROPERTY ACCOUNTABILITY

A. General

The Contractor personnel shall not permit any Government property to be taken away or removed from the premises.

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

All Government property furnished under this contract shall remain property of the Government throughout the contract term. ICE shall maintain a written inventory of all Government property issued to the Contractor for performance hereunder. Upon expiration or termination of this contract, the Contractor shall render a written accounting to the COTR of all such property. The Contractor shall assume all risk, and shall be responsible for any damage to or loss of Government furnished property used by Contractor employees. Normal wear and tear will be allowed.

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

B. Facility, Equipment, Materials, Supplies, and Instructions Furnished by the Government

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

Copies of the detention standards cited in the PWS and one copy of all pertinent operational manuals shall be provided prior to starting work under the contract. The Contractor shall be responsible for duplication of these standards for Contractor employees.

Administrative forms, Equal Employment Opportunity, Occupational Safety and Health Administration, Service Contract Act, Drug Free Posters, and DHS OIG hotline poster, as required in this contract. As applicable Department of Homeland Security (DHS) work orders will be issued to the Contractor via DHS Form I-203, Order to Detain or Release Alien.

ICE office space equipment, such as, but not limited to: office telephones, copying machines, fax machines, computer equipment, and typewriters for Government use. The Government shall be responsible for installation of conduit and data lines within the dedicated Government office space.

XIV. FIREARMS / BODY ARMOR

A. Firearms Requirements

The Contractor shall provide new firearms and maintain sufficient licensed firearms and ammunition to equip each armed Detention Officer and armed supervisor(s) with a licensed weapon while on duty. Firearms may be re-issued to new replacement employees throughout the life of the contract as long as the firearm is in serviceable condition.

Personal firearms shall not be used. A licensed gunsmith, in writing, shall certify all firearms safe and accurate.

Firearms shall be standard police service-type, semi-automatic capable of firing hollow-point ammunition that meets the recommendations of the firearms manufacturer. Ammunition will be factory load only – no reloads. The Contractor shall adhere to the manufacturer's specifications regarding ammunition retention, e.g., ammunition shall be properly rotated and older ammunition utilized prior to utilization of newer ammunition.

The Contractor shall provide sufficient ammunition for each armed Detention Officer, including uniformed contract supervisor(s); they shall be issued three full magazines.

The Contractor shall account for all firearms and ammunition daily.

If any weapons or ammunition are missing from the inventory, the COTR shall be notified immediately.

All firearms shall be licensed by the State.

Firearms shall be inspected. This shall be documented by the Warden/Facility Director.

Loading, unloading, and cleaning of the firearms shall only take place in designated areas.

The firearms shall be cleaned and oiled as appropriate to ensure optimum operating conditions.

Firearms shall be carried with the safety on, if applicable, with a round in the chamber.

The Contractor shall maintain appropriate and ample supplies of firearms' upkeep and maintenance equipment (cleaning solvents, lubricating oil, rods, brushes, patches, and other normal maintenance tools).

The Contractor shall provide a complete listing of licensed firearms by serial numbers and by each safe location to the COTR prior to beginning performance under this contract.

These lists shall be kept current through the terms of the contract and posted within each firearm's safe.

The Contractor shall obtain and maintain on file appropriate State and municipality permits and weapons permits for each officer.

A copy of this permit shall be provided to the COTR at least three working days prior to the anticipated assignment date of any individual.

The Contractor shall ensure that its employees have all permits and licenses in their possession at all times while in performance of this contract.

The Contractor shall provide safes/vaults for storage of firearms and ammunition, for each location where firearms are issued or exchanged, which meet agency requirements and are approved for the storage of firearms and ammunition.

The COTR is responsible for approving the proposed safes/vaults prior to usage. Contract supervisors and guards shall make accurate receipt and return entries on a Firearms and Equipment Control Register.

Except when issuing or returning ammunition or firearms, each safe/vault shall remain locked at all times.

The Contractor shall be responsible for having the combination of each safe/vault changed at least once every six months, or more often if circumstances warrant.

The Contractor shall certify firearms training to the COTR.

The Contractor shall certify proficiency every quarter.

The Contractor shall provide an ICE approved intermediate weapon(s).

The Contractor shall assign one or more contractor staff to the positions of: 1) Ammunition Control Officer and 2) Firearms Control Officer, per ICE PBNDS.

B. Body Armor Requirements

The Contractor shall provide body armor to all armed Detention Officers and armed supervisor(s).

Body armor shall be worn while on armed duty.

The body armor shall meet all requirements as set forth in the ICE Body Armor Policy. See Section J, Attachment 4.

The Contractor shall procure replacement body armor if the body armor becomes unserviceable, ill-fitting, worn/damaged, or at the expiration of service life.

All armed Detention Officers and armed supervisors need to be made aware of the health risks associated with the wearing of body armor in high heat/high humidity conditions and/or during strenuous exertion. When Detention Officers and supervisors are required to wear body armor, they shall be provided opportunities to re-hydrate and remove the body armor as necessary.

The use of personally owned body armor is not authorized.

U.S. Department of Homeland Security
Immigration and Customs Enforcement

HSCEDM-10-D-00001



Quality Assurance Surveillance Plan
Detention Services
Seattle Area Contract Detention Facility

Attachment 2

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**QUALITY ASSURANCE SURVEILLANCE PLAN
IMMIGRATION AND CUSTOMS ENFORCEMENT (ICE)
OFFICE OF DETENTION AND REMOVAL OPERATIONS (DRO)**

1. INTRODUCTION

The Government's Quality Assurance Surveillance Plan (QASP) is based on the premise that the Contractors, and not the Government, are responsible for the day-to-day operation of the CDF, the delivery of secure housing of the detainees, Stationary Detention Services and Transportation of detainees, and all the management and quality control actions required to meet the terms of the contract. The role of the Government in quality assurance is to ensure performance standards are achieved and maintained. The Contractor is required to develop a comprehensive program of inspections and monitoring actions and to document its approach in a Quality Control Plan (QCP). The Contractor's QCP, upon approval by the Government, will be made a part of the resultant contract.

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

This QASP is based on the principle that the Government must validate that the Contractor is complying with Immigration and Customs Enforcement, Detention and Removal Operations (ICE/DRO) mandated quality standards in providing security, detention, and transportation services. Performance standards address all facets of guard services, detainee handling, including the related administrative, safety, health, facility, records management, food, transportation, etc. Efficient management by the Contractor and use of an approved QCP will ensure that the facility is operating within acceptable quality levels.

2. DEFINITIONS

Acceptable Quality Level: The minimum level of quality that will be accepted by the Government in order to meet the performance standards.

Contracting Officer's Technical Representative (COTR): The COTR interacts with the Contractor to inspect and accept services/work performed in accordance with the technical standards prescribed in the contract. 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.

Deduction: Funds may be deducted from a monthly invoice for an egregious act or event, or if the same deficiency continues to occur. The Contractor will be notified immediately if such a situation arises. The Contracting Officer in consultation with the Program Office will determine the amount of the deduction. Amounts deducted are not recoverable. The assessment of deductions does not preclude the Contracting Officer from initiating other applicable contract actions and remedies, if applicable.

Functional Area: A logical grouping of performance standards.

Measures: The method for evaluating compliance with the standards.

PBNS: Performance Based National Detention Standards

Performance Requirements Summary (Attachment A): The Performance Requirements Summary (PRS) depicts what the Government intends to qualitatively inspect. The PRS is based on the statutory, regulatory, policy and operational considerations that will impact the contract as listed on the SOO, Section C.9.

The PRS identifies performance standards grouped into seven functional areas, and quality levels essential for successful performance of each requirement. The PRS is used by the Government reviewers (or their designated representative) when conducting quality assurance surveillance to guide them through the inspection and review processes for assessing compliance in meeting Government standards.

Performance Standards: The performance standards are established in the DRO ICE Performance Based National Detention Standards (PBNDS) and contained in the Detention Operations Manual, at <http://www.ice.gov/partners/dro/opsmanual/index.htm>, as well as the ACA standards for Adult Local Detention Facilities (ALDF). Other standards may also be defined in the contract.

Withholding: Amount of monthly invoice payment withheld pending correction of a deficiency. See Attachment A for information on percentage of invoice amount that may be withheld for each functional area. Funds withheld from payment are recoverable (see Sections 5 and 6) if the COTR and Contracting Officer confirm resolution/correction and approve in writing, and should be included in the next month's invoice.

3. QUALITY CONTROL PLAN

As a part of its agreement with the Government, the Contractor is required to develop, implement, and maintain a Quality Control Plan (QCP) that describes the methods it will use to review its performance to ensure it conforms to the performance requirements. Such reviews are performed by the Contractor in order to validate its operations, and assure the Government that the services meet the performance standards.

The Contractor'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 DRO. The reports and other results generated by the Contractor's QCP activities shall be provided to the COTR as requested.

The frequency and type of the Contractor's reviews should be consistent with what is necessary to ensure compliance with the performance standards, but no less frequently than what is described in the Government's monitoring instrument/worksheets (see Attachment C).

The Contractor is encouraged not to limit its inspection to only the processes outlined in the Government's standard; however, certain key documents must be produced by the Contractor to assure the Government that the services meet the performance standards. Some of the documentation that must be generated and made available to the COTR for inspections is listed below. The list is intended as illustrative and is not all-inclusive. The Contractor must 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 ensuring ongoing operational compliance with the standards (e.g., inventories, logbooks, register of receipts, reports)
- Staff training records
- Contract Discrepancy Reports (CDR)
- Investigative reports
- Medical records
- Records of investigative actions taken
- Equipment inspections

4. METHODS OF SURVEILLANCE

The Government will inspect the facility and operations using worksheets it developed for this purpose. All facilities will be subject to an annual full facility review using the procedures outlined in the Detention Management Control Program (DMCP), as well as the ACA Standards for ALDF. More frequent

inspections may be required by the COTR. The Government's annual full facility reviews will use the monitoring checklists (see Attachment C) embedded in the standards to assess overall performance, by reviewing specific items within the seven functional areas on a daily, weekly, monthly, and/or quarterly basis. Both annual and routine inspections will include a review of the Contractor's QCP activities including the reports and results generated by them.

The COTR or designee will evaluate the Contractor's performance by (a) conducting site visits to assess the facility and detainee health and welfare conditions, (b) reviewing documentation, and (c) interviewing the Contractor'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 Deficiency Reports (CDR); (see Attachment B) and the "Contract Performance Monitoring Tool" set forth in Attachment C. Where ICE/DRO standards are referenced for annual review purposes, the "Monitoring Instruments" and "Verification Sources" identified in the ICE/DRO 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 deficiencies are effectively addressed and corrected as quickly as possible. All Government facilities will have an on-site COTR designee. Routine reviews may involve direct observation of the Contractor's personnel performing tasks, interacting with detainees and other staff members, and/or reviewing documentation that demonstrates compliance with the DRO performance based national detention standards. On-site inspections may be performed by the ICE COTR or by other parties designated as representatives of ICE. Inspections may be planned (e.g., annual inspections and the regularly scheduled inspections identified in Attachment C) or ad-hoc.

4.2 Ad-Hoc: These inspections are unscheduled and will be conducted as a result of special interests or unexpected conditions arising from routine monitoring of the Contractor'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 Contractor as appropriate.

When visiting a site, either the COTR or a designated third party may conduct their own inspections of Contractor's performance activities, or accompany the Contractor'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 must be corrected within a reasonable amount of time in the CDR (see Attachment B).

4.3 Review of Documentation: The Contractor must develop and maintain all documentation as prescribed in the performance standards (e.g., post logs, policies, and records of corrective actions). In addition to the documentation prescribed by the standards, the Contractor must 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 Contractor's documentation, the Government may review 100 percent 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 will interview key members of the Contractor'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 seven functional areas corresponding to the requirements in the Performance Work Statement (PWS). Each functional area represents a proportionate share (i.e., weight) of the monthly invoice amount payable to the

Contractor based on meeting the performance standards. Payment withholdings will be based on these percentages and weights applied to the overall monthly invoice.

ICE may unilaterally change the functional areas and associated standards affiliated with a specific functional area. The Contracting Officer will notify the Contractor at least 30 calendar days in advance of implementation of the new standard(s). If the Contractor is not provided with the notification, adjustment to the new standards must be made within 30 calendar days after notification. If any change affects pricing, the Contractor 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 advance notice to the Contractor, so long as the standards are not more stringent than those being replaced, unless agreed upon by the parties.

6. FAILURE TO MEET PERFORMANCE STANDARDS

Performance of services in conformance with the PRS standards is essential for the Contractor to receive full payment as identified in the contract. The Contracting Officer may take deductions against the monthly invoices for unsatisfactory performance documented through surveillance of the Contractor's activities gained through site inspections, reviews of documentation (including monthly QCP reports), interviews, and other feedback. As a result of its surveillance, the Contractor 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 and 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 Contractor's monthly invoice as prescribed in Attachment A.

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 Contractor's monthly invoice. This may happen when an event occurs, such as an escape, traffic accident due to Contractor's negligence, or sexual abuse, when a particular deficiency is noted three or more times without correction, or when the Contractor has failed to take timely action on a deficiency about which he/she 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 Contractor has either corrected the deficiency, or made substantial progress in the correction.

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

7. NOTIFICATIONS

- (a) Based on the inspection of the Contractor's performance, the COTR will document instances of deficient or at-risk performance (e.g., noncompliance with the standard) using the CDR form located at Attachment B. To the extent practicable, issues should be resolved informally, with the COTR and Contractor 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 Contractor with a date when a response is due. Upon receipt of a CDR, the Contractor must immediately assess the situation and either correct the deficiency as quickly as possible or prepare a corrective action plan. In either event, the Contractor must return the CDR with the action planned or taken noted. After the COTR reviews the Contractor's response to the CDR including its plan/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 should not be used as a substitute for quality control by the Contractor.
- (c) The COTR and CO, in addition to any other designated ICE official, shall be notified immediately in the event of all emergencies. 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/protests); staff use of force including use of lethal and less-lethal force (includes detainees in restraints more than eight hours); assaults on staff/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/snow storms, heat waves, tornadoes); fence damage; power outages; bomb threats; central detainee monitoring cases admitted to a community hospital; witness security cases taken outside the facility; significant environmental problems that impact the facility operations; transportation accidents (airlift, bus, etc.) 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 must include the complete CDR (with official response from Contractor) in its monthly report to DRO Headquarters, with a copy to the Contracting Officer. The CDR must be accompanied by the COTR's investigation report and written recommendation for any withholding. If contractual action including a withholding or deduction is appropriate, DRO headquarters will forward the CDR and supporting information to the Contracting Officer for action. The Contracting Officer will consider the COTR's recommendation and forward the CDR along with any relevant supporting information to the Contractor in order to confirm or further discuss the prospective cure, including the Government's proposed course of action. As described in Section 6 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 Contractor's notification that the correction has been made, the COTR may re-inspect the facility. Based upon the COTR's findings, he/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 Contractor terminates the contract, those funds will not be released. The Contractor may only receive withheld payments upon successful correction of an instance of non-compliance. Further, the Contractor is not relieved of full performance of the required services hereunder; the contract may be terminated upon adequate notice from the Government based upon any one 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/MEMBER OF PUBLIC COMPLAINTS

The detainee and the public are the ultimate recipients of the services identified in this contract. Any complaints made known to the COTR will be logged and forwarded to the Contractor for remedy. Upon

notification, the Contractor will be given a pre-specified number of hours after verbal notification from the COTR to address the issue. The Contractor will submit documentation to the COTR regarding the actions taken to remedy the situation. If the complaint is found to be invalid, the Contractor will document its findings and notify the COTR.

9. ATTACHMENTS

- A. Performance Requirements Summary
- B. Contract Discrepancy Report
- C. On-Site Performance Monitoring Tool
- D. Staffing Plan

Attachment A- Performance Requirements Summary

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD (NDS, ICE POLICIES, PWS)	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
<p>Safety (20%) (Addresses a safe work environment for staff, volunteers, contractors and detainees)</p>	<p>PBND References: Part 1 - SAFETY 1) Emergency Plans; 2) Environmental Health and Safety; 3) Transportation (by Land). PWS Section References: II-N.1 Detention Site Standards II-N.2 Health and Medical Care II-N.3 Medical Services II-N.4 Armed Transportation Services VI-J Provide Security Inspection System VII-J Control of Chemicals VII-T Evacuation Plan XI-A Food Service</p>	<p>Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard Periodic reviews in accordance with the contract performance monitoring tool (see attached)</p>	<ul style="list-style-type: none"> • Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard • Periodic reviews in accordance with the attached performance monitoring tool • Monthly review of corrective action plan results • Ad-hoc reviews as needed • CDRs 	<p>Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP)</p>	<p>A Contract Discrepancy Report that cites violations of cited PBNDs and PWS (contract) sections that provide a safe work environment for staff, volunteers, contractors and detainees, permits the Contract Officer to withhold or deduct up to 20% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.</p>
<p>Security (25%) (Addresses protect the community, staff, contractors, volunteers, and detainees from harm)</p>	<p>PBND References: Part 2 - SECURITY 4) Admission and Release; 5) Classification System; 6) Contraband; 7) Facility Security and Control; 8) Funds and Personal Property; 9) Hold Rooms in Detention Facilities; 10) Key and Lock Control; 11) Population Counts; 12) Post Orders; 13) Searches of Detainees; 14) Sexual Abuse and Assault Prevention and Intervention; 15) Special Management Units; 16) Staff-Detainee Communication; 17) Tool Control; 18) Use of Force and Restraints. PWS Section References: II-N.5 Detention Services (Stationary)</p>	<p>Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard Periodic reviews in accordance with the contract performance monitoring tool (see attached)</p>	<ul style="list-style-type: none"> • Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard • Periodic reviews in accordance with the attached performance monitoring tool • Monthly review of corrective action plan results • Ad-hoc reviews as needed • CDRs 	<p>Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP)</p>	<p>A Contract Discrepancy Report that cites violations of PBNDs and PWS (contract) sections that protect the community, staff, contractors, volunteers, and detainees from harm, permits the Contract Officer to withhold or deduct up to 25% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.</p>

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD (NDS, ICE POLICIES, PWS)	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
	II-N.6 Effectuating Departure of Detainees III Personnel III-I Keys and Access Control Devices III-K Post Orders III-E Contraband Program and Inspection VI-A Manage and Account for Detainee Assets VI-B Manage the Receiving and Discharge of Detainees VI-E Establish and Maintain a Program for Prevention of Sexual Abuse/Assault VI-K Maintain Institutional Emergency Readiness VII Facility Security and Control XIV-A Firearms Requirements XIV-B Body Armor XI-A Food Service				
<p>Order (10%)</p> <p>(Addresses contractor responsibility to maintain an orderly environment with clear expectations of behavior and systems of accountability)</p>	<p>PBNDIS Reference: Part 3 - ORDER 19 Disciplinary System.</p> <p>PWS Section References: VIII Detainee Rights, Rules, Discipline, and Privileges</p>	<p>Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR</p> <p>Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard</p> <p>Periodic reviews in accordance with the contract performance monitoring tool (see attached)</p>	<ul style="list-style-type: none"> • Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard • Periodic reviews in accordance with the attached performance monitoring tool • Monthly review of corrective action plan results • Ad-hoc reviews as needed • CDRs 	<p>Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP)</p>	<p>A Contract Discrepancy Report that cites violations of PBNDIS and PWS (contract) sections that maintain an orderly environment with clear expectations of behavior and systems of accountability permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.</p>

<p>Care (25%) (Addresses contractor responsibility to provide for the basic needs and personal care of detainees)</p>	<p>PBND References: Part 4 - CARE 20) Food Service; 21) Hunger Strikes; 22) Medical Care; 23) Personal Hygiene; 24) Suicide Prevention and Intervention; 25) Terminal Illness, Advanced Directives, and Death.</p> <p>PWS Section References: VI-F Establish & Maintain Program for Suicide Prevention and Intervention VII.U Injury, Illness, and Reports VII.W Medical Requests VII.X Emergency Medical Evacuation VII.Y Sanitation and Hygienic Living Conditions IX.B Manage a Detainee Death X.A Hospitalization of Detainees XI Food Services XII.F Provide for Special Needs of Female Detainee Population XII-A Manage Detainee Clothing, Linen, and Bedding</p>	<p>Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR</p> <p>Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard</p> <p>Periodic reviews in accordance with the contract performance monitoring tool (see attached)</p>	<ul style="list-style-type: none"> • Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard • Periodic reviews in accordance with the attached performance monitoring tool • Monthly review of corrective action plan results • Ad-hoc reviews as needed • CDRs 	<p>Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP)</p>	<p>A Contract Discrepancy Report that cites violations of PBNDs and PWS(contract) sections that provide for the basic needs and personal care of detainees, permits the Contract Officer to withhold or deduct up to 25% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.</p>
<p>Activities (10%) (Addresses contractor responsibilities to reduce the negative effects of confinement)</p>	<p>PBND References: Part 5 - ACTIVITIES 26) Correspondence and Other Mail; 27) Escorted Trips for Non-Medical Emergencies; 28) Marriage Requests; 29) Recreation; 30) Religious Practices; 31) Telephone Access; 32) Visitation; 33) Voluntary Work Program.</p> <p>PWS Section References: II-N.4 Armed Transportation Services VII.S Correspondence and Other Mail IX Manage a Detainee Work Program XII Detainee Services and Programs XII.E Detainee Telephone System</p>	<p>Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR</p> <p>Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard</p> <p>Periodic reviews in accordance with the contract performance monitoring tool (see attached)</p>	<ul style="list-style-type: none"> • Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard • Periodic reviews in accordance with the attached performance monitoring tool • Monthly review of corrective action plan results • Ad-hoc reviews as needed • CDRs 	<p>Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP)</p>	<p>A Contract Discrepancy Report that cites violations of PBNDs and PWS (contract) sections that reduce the negative effects of confinement permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.</p>

<p>Justice (0%) (Addresses contractor responsibilities to treat detainees fairly and respect their legal rights-At this Contract Detention Facility, performance of the applicable PBNS are the responsibility of ICE and are not the responsibility of the Contractor)</p>	<p>PBNS References: Part 6 - JUSTICE 34) Detainee Handbook; 35) Grievance System; 36) Law Libraries and Legal Materials; 37) Legal Rights Group Presentations. PWS references: XII-G Law Library</p>	<p>Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR</p>	<ul style="list-style-type: none"> • Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard • Periodic reviews in accordance with the attached performance monitoring tool • Monthly review of corrective action plan results • Ad-hoc reviews as needed • CDRs 	<p>Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP)</p>	<p>A Contract Discrepancy Report that cites violations of PBNS and PWS sections that treat detainees fairly and respect their legal rights, permits the Contract Officer to withhold or deduct up to zero% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.</p>
<p>Administration and Management (10%) (Addresses contractor responsibilities to administer and manage the facility in a professional and responsible manner consistent with legal requirements)</p>	<p>PBNS References: Part 7 --ADMIN & MANAGEMENT 38) Detention Files; 39) News Media Interviews and Tours; 40) Staff Training; 41) Transfer of Detainees; PWS references: II-D Quality Control Plan II-E Quality Assurance Surveillance Plan II-I Contractor's Employee Manual II-J ICE Operations Manual II-K Facility Staffing Plan and Key Personnel II-L Employee Standards II-M Training Program V Training VI-A Manage Information System for Collecting, Retrieving, Storing and Reporting Detainee Detention VII-P Notification and Public Disclosures VII- A through Y except H and J- VII-O Intelligence Information VII-Q Lost and Found VII-U Injury Illness and Reports VII-V Protection of Employees XI-A Food Services</p>	<p>Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR</p>	<ul style="list-style-type: none"> • Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard • Periodic reviews in accordance with the attached performance monitoring tool • Monthly review of corrective action plan results • Ad-hoc reviews as needed • CDRs 	<p>Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP)</p>	<p>A Contract Discrepancy Report that cites violations of PBNS and PWS sections that require the Contractor's administration and management of the facility in a professional and responsible manner consistent with legal requirements, permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.</p>

Attachment B - Contract Discrepancy Report

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



**U.S. Immigration
and Customs
Enforcement**

**Attachment C – On-Site Compliance Monitoring Tool
Detention and Removal Operations
Facility Name: Seattle Washington Area Month/Year: 10/09**

Frequency			PERFORMANCE MONITORING MEASURE	Rating A/D/R/NA	Corrective Action Required//Comments	Due Date
D	W	M				
			1. Emergency Plans			
			A. Staff trained, and able to identify signs of detainee unrest			
			B. Written plans locate emergency shut off valves and switches			
			C. Evacuation routes primary and secondary			
			D. A complete set of emergency plans is available			
			Facility conducts mock emergency exercises throughout the year to test specific plans			
			E. Staff work stoppage plan is available			
			F. The facility meets annually with local, state, & federal officials to discuss MOUs and cooperative contingency plans			
			G. Staff work stoppage plan is available			
			2. Environmental Health and Safety			
			A. System for storing/issuing/maintaining hazardous materials			
			B. Complete inventories of hazardous materials maintained			
			C. A complete list of MSDS readily accessible to staff and detainees			
			D. Fire prevention/control/evacuation plan			
			E. Conduct fire/evacuation drills according to schedule/standard			
			F. Staff trained to prevent contact with blood and bodily fluids			
			G. Emergency generators are tested bi-weekly			
			H. Every employee and detainee using flammable, toxic, or caustic materials receives advance training in their use, storage, and disposal			
			I. Safety Office (or officer) maintains files of inspection reports; including corrective actions taken			
			J. Facility appears clean and well maintained			
			K. All flammable and combustible materials (liquid and aerosol) are stored and used according to label recommendations			

A = ACCEPTABLE D = DEFICIENT R = RISK N/A = NOT APPLICABLE

Frequency		PERFORMANCE MONITORING MEASURE	Rating A/D/R/NA	Corrective Action Required // Comments	Due Date
D	M				
		3. Transportation (By Land)			
		A. Documentation indicating safety repairs are completed immediately and vehicles are not used until they have been repaired and inspected, is available for review			
		B. Officers use a checklist during every vehicle inspection			
		C. Transporting officers limit driving time to 10 hours in any 15 hour period when transporting detainees			
		D. Two officers with valid Commercial Drivers Licenses, (CDL's) required in any bus transporting detainees			
		E. Policies and procedures are in place addressing the use of restraining equipment on transportation vehicles			
		F. Vehicles have 2 way radios, cellular telephones, equipment boxes in accordance with the Use of Force standard			
		G. Vehicles have written contingency plans on board			
		4. Admission and Release			
		A. ICE information is available for initial classification			
		B. Medical screening taking place within timeframes			
		C. Inventory detainee personal effects			
		D. Detainee funds accountability in place for admin/release			
		E. All visual searches documented and are not routine in procedure			
		F. Appropriate clothing and bedding issued			
		G. Orientation material in English, Spanish or most prevalent second language			
		5. Classification System			
		A. All detainees classified appropriately upon arrival			
		B. Reassessment and reclassification process in place			
		C. Housing assignments are based upon classification			
		D. Work assignments are based upon classification system			
		E. Detainees are assigned color coded uniforms/wrist bands to reflect classification level			

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Frequency		PERFORMANCE MONITORING MEASURE	Rating A/D/R/NA	Corrective Action Required / Comments	Due Date
D	M				
		6. Contraband			
		A. Policy in place for handling contraband			
		B. Contraband disposed of properly and documented			
		C. Facility staff make a concerted effort to control contraband			
		7. Facility Security and Control			
		A. Staff are required to conduct security check of assigned areas			
		B. All visitors officially recorded in a visitor log book			
		C. Front entrance staff inspect ID of everyone entering/exiting			
		D. Maintain a log of all incoming and departing vehicles			
		E. Housing unit searches occur at irregular times			
		F. Area searches documented in log book			
		G. Daily/Monthly fence checks completed and logged			
		H. Facility administrator or designee and department heads visit housing units and activity areas weekly			
		I. Comprehensive staffing analysis determines staffing needs and plans			
		J. Essential posts and positions are filled with qualified personnel			
		K. Officers monitor all vehicular traffic entering and leaving the facility			
		L. The facility has a written policy and procedures to prevent the introduction of contraband into the facility or any of its components			
		M. Security officer posts located in or immediately adjacent to detainee living areas to permit officers to see or hear and respond promptly to emergency situations. Personal contact and interaction between staff and detainees is required and facilitated			
		N. Daily procedures include: perimeter alarm system tests; physical checks of the perimeter fence; documenting the results			
		O. Tools taken into the secure area of the facility are inspected and inventoried before entering and prior to departure			
		P. The facility has in place a procedure and practice to gather, analyze and utilize intelligence information to include areas such as STGs, narcotics trafficking, financial info, telephone surveillance, high profile detainees, visiting room activities, etc			
		Q. The facility shares intelligence information with ICE			

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Quality Assurance Plan – Attachment C

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Frequency			PERFORMANCE MONITORING MEASURE	Rating A/D/R/NA	Corrective Action Required / Comments	Due Date
D	W	M				
			8. Funds and Personal Property			
			A. Inventory personal property/funds is maintained			
			B. Funds/valuables documented on receipt			
			C. Detainees property searched for contraband			
			D. Staff forward arriving detainees medication to medical staff			
			E. Detainee funds are deposited into the cash box			
			F. Staff secure every container used to store property with a tamper-proof numbered strap			
			G. Quarterly audits of detainee baggage & luggage are conducted, verified, and logged			
			9. Hold Rooms in Detention Facilities			
			A. Detainees are not held in hold rooms longer than 12 hours			
			B. All detainees pat searched prior to placement in hold room			
			C. Maintain detention log for each detainee in hold room			
			D. Written evacuation plan posted for each hold room			
			E. Hold rooms contain sufficient seating for the number of detainees held			
			F. The maximum occupancy for the hold room will be posted			
			G. No bunks/cots/beds or other related make shift sleeping apparatuses are permitted inside hold rooms			
			H. Male and females are segregated from each other at all times			
			I. Detainees are provided with basic personal hygiene items such as water, soap, toilet paper, cups for water, feminine hygiene items, diapers and wipes			
			J. Officers closely supervise the detention hold rooms. Hold rooms are irregularly monitored every 15 minutes			
			10. Key and Lock Control			
			A. Maintain inventories of all keys/locks/locking devices			
			B. Emergency keys are available for all areas of the facility			
			C. Chit system used to issue security equip./keys/radios			
			D. Policy regarding restricted keys present and followed by staff			
			E. Facility has a key accountability policy and procedures to ensure key accountability. The keys are physically counted daily			
			F. Locks and locking devices are continually inspected, maintained, and inventoried			

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Quality Assurance Plan – Attachment C

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Frequency				PERFORMANCE MONITORING MEASURE	Rating A/D/R/ NA	Corrective Action Required / Comments	Due Date
D	W	M					
				11. Population Counts			
				A. Staff conduct formal count at least once per 8 hour shift/ 3x per day			
				B. At least two officers participate in count for each area			
				C. Recount conducted when incorrect count is reported			
				D. Face to photo count conducted as necessary			
				E. Each detainee positively identified during count			
				12. Post Orders			
				A. Every post has a post order, current & signed by the facility administrator			
				B. Housing unit officers record all detainee activity in a log			
				C. Supervisor visits each housing area once per shift			
				D. Staff sign post orders, regardless of whether the assignment is temporary, permanent, or due to an emergency			
				E. Anyone assigned to an armed post qualifies with the post weapons before assuming post duty			
				13. Searches of Detainees			
				A. Unit shakedowns are conducted			
				B. Random shakedowns conducted & documented			
				C. The facility employs a schedule to insure that all areas of the facility are routinely searched			
				D. Canines are not used for force, intimidation, or control of detainees.			
				14. Sexual Abuse and Assault Prevention and Intervention			
				A. The facility has a Sexual Abuse and Assault Prevention and Intervention Program			
				B. Detainees are advised of the program			
				C. All staff are trained, initially and in annual refresher training, in the prevention and intervention areas			
				D. Sexual Assault Awareness Notice is posted on all housing unit bulletin boards			

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Frequency			PERFORMANCE MONITORING MEASURE	Rating A/D/R/NA	Corrective Action Required /Comments	Due Date
D	W	M				
			15. Special Management Units			
			A. Written order accompany detainee placed in SMU			
			B. SMU reviews are conducted in a timely manner (3,7,14,30,60)			
			C. Admin SMU detainees enjoy same privileges as general population			
			D. Detainees in SMU have access to legal materials			
			E. Detainees in SMU retain visiting privileges			
			F. Maintain a permanent log regarding detainee related activities			
			G. Written order accompany detainee placed in disciplinary SMU			
			H. Detainees in disciplinary SMU have access to legal materials			
			I. Detainees in disciplinary SMU retain visiting privileges			
			J. Disciplinary SMU phone access limited to legal/consular calls			
			K. Detainees in SMUs may shave and shower three times weekly and receive other basic services (laundry, hair care, barbering, clothing, bedding, linen) on the same basis as the general population			
			L. The facility administrator (or designee) visits each SMU daily			
			M. A health care provider visits every detainee in a SMU at least 3x week, and detainees are provided any medications prescribed for them			
			N. Detainees in the SMU are offered at least one hour of recreation per day, scheduled at a reasonable time, at least five days per week. Where cover is not provided to mitigate inclement weather, detainees are provided weather-appropriate equipment and attire			
			O. When a detainee has been held in Admin Segregation for more than 30 days, the facility administrator notifies the Field Office Director, who notifies the ICE/DRO Deputy Assistant Director, DMD			
			16. Staff-Detainee Communication			
			A. Housing unit rounds conducted daily by security staff			
			B. Housing unit rounds conducted daily by Deportation Staff			
			C. Detainee requests answered within 72 hours			
			D. ICE SDC visit schedules are posted in housing unit			
			E. Request forms are available to detainees			
			F. There is a secure box available for detainees to place requests in for ICE staff that is checked on a daily basis			
			G. Unannounced ICE staff housing unit visits occur weekly			
			H. Visiting staff observe, document and communicate current climate and conditions of confinement			

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Quality Assurance Plan – Attachment C

Frequency			PERFORMANCE MONITORING MEASURE	Rating A/D/R/NA	Corrective Action Required /Comments	Due Date
D	W	M				
			17. Tool Control			
			A. Tool inventories conducted as specified			
			B. Tools marked and readily identifiable			
			C. Procedures for issuance of tools to staff and detainees			
			D. Inventory made of all tools by contractors prior to enter and exit			
			E. There is an individual who is responsible for developing a tool control procedure and an inspection system to insure accountability			
			F. A metal or plastic chit is taken in exchange for all tools issued, and when a tool is issued from a shadow board the receipt chit shall be visible on the shadow board			
			G. Broken or worn out tools are surveyed and disposed of in an appropriate and secure manner			
			H. Department heads are responsible for implementing proper tool control procedures as described in the standard			
			18. Use of Physical Force and Restraints			
			A. Policy governing immediate/calculated use of force			
			B. All use of force incidents documented and reviewed			
			C. Video tapes of incidents preserved/catalogued for 2 1/2 yrs			
			D. Detainee is seen by medical immediately after incident			
			E. Facility subscribes to prescribed confrontation avoidance procedures			
			F. Staff trained in use of force techniques			
			G. Appropriate procedures in place for using 4 and/or 5 point restraints			
			H. Medical staff consulted prior to deploying OC spray in calculated use of force situations			
			I. All electronic stun devices inventoried and used by facility must be approved by ICE National Firearms and Tactical Training Unit			
			19. Disciplinary System			
			A. Rules of conduct/sanctions provided in writing			
			B. Incident reports investigated within 24 hours			
			C. Disciplinary panel adjudicate infractions			
			D. Disciplinary sanctions are in accordance with standards			
			E. Staff representation available			

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Frequency			PERFORMANCE MONITORING MEASURE	Rating A/D/R/NA	Corrective Action Required/ Comments	Due Date
D	W	M				
			20. Food Service			
			A. Appropriate security measures for sharps are in place			
			B. Appropriate food temperatures are maintained for both hot and cold food			
			C. Food Service department maintained at a high level of sanitation			
			Detainees receive safety and appropriate equipment training prior to			
			D. beginning work in department			
			E. A minimum of two hot meals served daily			
			F. Facility has a standard 35 day cycle menu			
			G. A registered dietician conducts nutritional analysis			
			H. All menu changes documented			
			I. Common fare menu for authorized detainees			
			J. Weekly inspections conducted and documented			
			21. Hunger Strikes			
			Procedures for referring detainee to medical if verbally refused or observed			
			refusing to eat beyond 72 hours			
			B. Staff receive training in identification of hunger strike			
			C. Process for determining reason for hunger strike			
			22. Medical Care			
			A. Intake process includes medical and mental health screening			
			B. Sick call procedures established			
			C. Adequate medical staff available proportionate to population			
			D. Pharmaceuticals stored in a secure area			
			All detainees receive physical examination/assessment within 14 days of			
			E. arrival			
			F. Sick call slips available in English, Spanish and/or most prevalent second			
			language			
			G. The facility has a written plan for 24 hour emergency health care when no			
			medical staff are on-duty or when immediate outside medical attention is			
			required			
			H. Medical records are available and transferred with the detainee			
			I. Records are maintained of medication distribution			
			J. All sharps are under strict control and accountability			
			K. A sharps container is used to dispose of used sharps			
			L. The medical department is maintained at a high level of sanitation			

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Quality Assurance Plan – Attachment C

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Frequency			PERFORMANCE MONITORING MEASURE	Rating A/D/R/NA	Corrective Action Required / Comments	Due Date
D	W	M				
			23. Personal Hygiene			
			A. Clothing provided upon intake and exchanged weekly			
			B. Sheets and towels exchanged weekly			
			C. Climate appropriate clothing issued and maintained in good repair			
			Facility provides and replenishes personal hygiene items as needed, at no cost to detainee			
			D. Showers operate between 100 degrees and 120 degrees			
			E. Showers meet ADA standards and requirements			
			F. Food Service detainee volunteers exchange garments daily			
			G. Food Service detainee volunteers exchange garments daily			
			24. Suicide Prevention and Intervention			
			A. The facility has a written suicide prevention and intervention program approved and signed by the health authority and facility administrator which is reviewed annually			
			B. Every new staff member receives suicide-prevention training. Suicide-prevention training occurs during the employee orientation program and annually thereafter			
			C. The facility has a designated and approved isolation room for evaluation and treatment			
			D. Staff observes and documents the status of a suicide-watch detainee at least once every 15 minutes			
			25. Terminal Illness, Advanced Directives, and Death			
			A. Detainees who are chronically or terminally ill are transferred to an appropriate off-site facility			
			B. The facility has written plans for addressing organ donations			
			C. There is a policy addressing Do Not Resuscitate Orders			
			D. The facility has written procedures detailing the proper notifications			
			26. Correspondence and Other Mail			
			A. Incoming mail screened and delivered daily			
			B. Outgoing mail screened for contraband			
			C. Legal mail opened in front of detainee			
			D. Incoming funds processed properly			
			E. Rules for correspondence and other mail posted in housing unit or common areas, and detainee handbook			
			F. Facility has a system for detainees to purchase stamps			
			G. SMU has same correspondence privileges as general population			

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Frequency				PERFORMANCE MONITORING MEASURE	Rating A/D/R/NA	Corrective Action Required / Comments	Due Date
D	W	M					
				27. Escorted Trips for Non-Medical Emergencies			
				A. The Field Office Director considers and approves, on a case-by-case basis, trips to visit an immediate family member in accordance with standards			
				28. Marriage Requests			
				A. Marriage written requests approved by FOD			
				29. Recreation			
				A. Outdoor/indoor recreation is provided			
				B. Access to recreation activities 1 hour x 5 days			
				C. Staff conduct daily searches of recreation areas			
				D. In unit sedentary activities are available			
				30. Religious Practices			
				A. Detainees are allowed to engage in religious services			
				B. Authorized religious items are allowed in detainee possession			
				31. Telephone Access			
				A. Upon intake, detainees are made aware of phone policies			
				B. Out of order phones reported to service provider			
				C. Telephones inspected regularly by staff			
				D. Telephone access rules posted in each housing unit			
				E. The number for the ICE OIG is posted in housing units			
				F. The pro bono list is posted in housing units			
				G. Emergency phone call messages delivered to detainees			
				H. Special access calls are available to detainees			
				I. Notification of telephone monitoring posted by unit phones			
				32. Visitation			
				A. Written visitation schedule posted and accessible to the public			
				B. General visitation log book maintained			
				C. Visitor dress code enforced			
				D. Legal visitation available 7 days a week			
				E. Facility complies with visitation schedule			
				F. Visitors are searched and identified per standards			
				G. Current list of Pro Bono services posted in detainee housing			

A = ACCEPTABLE D = DEFICIENT R = RISK N/A = NOT APPLICABLE

Frequency			PERFORMANCE MONITORING MEASURE	Rating A/D/R/NA	Corrective Action Required/ Comments	Due Date
D	W	M				
			33. Voluntary Work Program			
			A. Facility has a voluntary work program			
			B. Maintain a written chart with work assignments/classification level			
			C. Facility complies with work hour and pay requirements for detainees			
			D. Detainees are medically screened to participate			
			E. Detainees receive proper training and safety equipment			
			F. Detainee housekeeping meets standards for neatness, cleanliness and sanitation			
			34. Detainee Handbook			
			A. Staff aware of handbook contents and follow procedures			
			B. Available in both English and Spanish and/or second most prevalent language			
			C. Handbook is updated as necessary			
			D. Orientation material available to illiterate detainees			
			35. Grievance System			
			A. Grievance procedures in place			
			B. Staff awareness of procedures for emergency grievances			
			C. Grievance log is utilized			
			D. Staff forward any grievances that include staff misconduct to ICE			
			E. Informal resolution to a detainee grievance documented in detention file			
			36. Law Libraries and Legal Material			
			A. Adequate equipment is available for detainees			
			B. Legal materials/law library current and available for detainees			
			C. Detainee access provided to include SMU			
			D. Denials documented			
			E. Schedule for use implemented 5 hours weekly per detainee			
			F. Access to legal material within 24 hours of written request			
			G. Indigent detainees provided free stamps/envelopes for legal matters			
			37. Legal Rights Group Presentations			
			A. ICE/DRO approved videos played for all incoming detainees			
			B. Posters announcing presentation appear in common areas at least 48 hours prior to presentation			
			C. Detainees in SMU receive separate presentation			
			D. Facility ensures adequate presentations so all detainees wanting to attend have the opportunity			

A = ACCEPTABLE D = DEFICIENT R = RISK N/A = NOT APPLICABLE

Frequency				PERFORMANCE MONITORING MEASURE	Rating A/D/R/NA	Corrective Action Required / Comments	Due Date
D	W	M					
				38. Detention Files			
				A. Detention file created for each new arrival			
				B. Detention files contain documents generated during custody			
				C. Detention files maintained in a secure area			
				39. News Media Interviews and Tours			
				A. The facility has a procedure to address news media interview and tours in accordance with NDS			
				40. Staff Training			
				A. The facility conducts appropriate orientation, initial training, and annual training for all staff, contractors, and volunteers			
				B. Staff training is conducted according to a regular schedule with sufficient classes to maintain pre-service and in-service training hour compliance			
				41. Transfer of Detainees			
				A. Detainee provided with detainee transfer notification form			
				B. Health records/transfer summary accompany detainee			
				C. Funds and personal property accompany detainee			
				D. A-File/work folder accompany detainee			

A = ACCEPTABLE D = DEFICIENT R = RISK N/A = NOT APPLICABLE

**Sample QAP Contract Performance Monitoring Instrument
– Key Indicators**

Monthly Key Operational Indicators	Current Month	Previous Month	Difference
Average Daily Population			
Average Daily Population- Facility			
Average Daily Population- Facility			
Average Days in Custody			
# Detainees Received			
# Detainees Transferred			
Classification			
Detainee Classification # Level 1 End of Month (EOM)			
Detainee Classification # Level 2 EOM			
Detainee Classification # Level 3 EOM			
Special Management			
Special Housing: # Placed AS			
Special Housing: # Placed DS			
# Temporary Beds in Use			
Detainee Behavior - Number of Incidents			
Assaults - Detainee-on-Detainee			
Assaults - Detainee-on-Staff			
Drug- or Alcohol-related			
Disturbances			
Hunger Strikes			
Escape Attempts*			
Escapes*			
Suicide Attempts*			
Deaths (Suicide, homicide, natural causes)*			
Incidents of sexual abuse or assault			
Gang related incidents			
<i>Hard contraband attach a summary report on types & quantities recovered</i>			
Number of Detainee Grievances			
Allegations of staff misconduct			
Conditions of confinement			
Food			
Medical			
Discipline			
Group Grievances			

Number of Use of Force Incidents			
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Immediate			
Calculated			
# Uses of Chemical Agents			
# Uses of Non-Lethal Weapons			
# Uses of 4/5 Point Restraints			
Personnel			
Number Authorized Positions (all)			
Number Employees on Board (all)			
Number Authorized Positions - Security/Custody Staff			
Number Security/Custody Staff on Board			
Other			
Have there been any interviews by reporters, other news media representatives, academics and others? Attach supplemental info			
Has there been any positive or negative facility or detainee media coverage? Attach supplemental info			
There are weekly meetings between key ICE and facility staff Y/N			
Facility Quality Control Plan is in place Y/N. Attach comments if necessary			

When the facility houses males and females complete a separate Operational Indicators section for each gender.

Attachment D – Staffing Plan

Title	F.T.E.'s
Warden/Facility Administrator	1.00
Fire & Safety Manager	1.00
Quality Assurance/Compliance Administrator	1.00
Training Administrator	1.00
Executive Secretary-Secretary III 01313	1.00
Administrative Assistant-Secretary II-01312	1.00
HR Specialist-Personnel Assistant III-01263	1.00
HR Assistant-Personnel Assistant I-01261	1.00
Training Coord.-Personnel Assistant II-01262	1.00
Intelligence Officer-Pers Assist II-01262	2.00
Business Manager	1.00
Assistant Business Manager	1.00
Account Clerk-Accounting Clerk II-01012	2.00
Payroll Clerk-General Clerk III-01113	1.00
MIS Specialist-Personal Comp. Sup. Tech.-14160	1.00
Warehouse Specialist-21410	1.00
Mailroom Clerk-General Clerk I-01111	1.00
Janitor-11150	3.00
Manager - Facility Maintenance	1.00
Maintenance Technician-Detention Officer-27040	5.00
Maintenance Clerk-General Clerk I-01111	1.00
Food Service Manager	1.00
Food Service Production Supervisor	1.00
Food Services Officer-Detention Officer-27040	8.00
Food Service Clerk-General Clerk I-01111	1.00
Chaplain	1.00
Classification Officer-Detention Officer-27040	2.00
Recreation Officer-Detention Officer-27040	3.00
Records Technician-General Clerk III-01112	2.00
Programs Clerk-General Clerk I-01111	1.00
Assistant Warden-Security	1.00
Chief of Security (Major)	1.00
Administration / Hearings Lieutenant	1.00
Grievance Lieutenant	1.00
Transportation Manager	1.00
Shift Supervisor-Captains	5.00
Lieutenant	5.00
Booking-Lieutenant	2.00

SHU Lieutenant	1.00
Transportation Supervisor	1.00
Transportation-Motor Veh Mechanic-05190	1.00
Transportation-Clerk-Gen. Clerk II-01112	1.00
Transportation-Dispatch Officer-27040	5.00
Court Security Officer	3.60
Laundry Officer	2.40
Gate 1	1.20
Armory/Locksmith Officer	1.20
Library Officer	1.20
Master Control Officer	9.72
Housing Unit A 1 (116 beds)	9.72
Housing Unit A 2 (80 beds)	4.86
Housing Unit A 3 (80 beds)	4.86
Housing Unit B 1 (116 beds)	9.72
Housing Unit B 2 (80 beds)	4.86
Housing Unit B 3 (80 beds)	4.86
Housing Unit C 1 (116 beds)	9.72
Housing Unit C 2 (80 beds)	4.86
Housing Unit C 3 (80 beds)	4.86
Housing Unit D 1 (114 beds)	9.72
Housing Unit D 2 (80 beds)	4.86
Housing Unit D 3 (39 beds-additional seg)	8.10
Housing Unit E 1 (64 beds)	4.86
Housing Unit E 2 (64 beds)	4.86
Housing Unit E 3 (76 beds)	4.86
Housing Unit E 4 (75 beds)	4.86
Housing Unit F 1 (64 beds)	4.86
Housing Unit F 2 (64 beds)	4.86
Housing Unit F 3 (75 beds)	4.86
Housing Unit F 4 (75 beds)	4.86
Housing Unit G (40-segregation)	8.10
Rover Escort Officer	21.06
Rover Escort Officer	4.86
Perimeter Officer	4.86
Property Officer	3.24
Medical Officer	8.10
Medical Officer	1.62
Medical Triage Officer	1.62
Visiting Officer	6.48
Lobby / Public Entrance Officer	6.48

Intake/Release Officer	16.20
Work Crew Supervision Officer	4.86
rounding	0.32
TOTALS	302.00

U.S. Department of Homeland Security
Immigration and Customs Enforcement

HSCEDM-10-D-00001



Wage Determination
Detention Services
Seattle Area Contract Detention Facility

Attachment 3

WD 05-2567 (Rev.-12) was first posted on www.wdol.gov on 07/07/2009

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Shirley F. Ebbesen Division of
Director Wage Determinations

Wage Determination No.: 2005-2567
Revision No.: 12
Date Of Revision: 07/01/2009

State: Washington

Area: Washington Counties of Lewis, Pierce, Thurston

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.50
01012 - Accounting Clerk II		17.40
01013 - Accounting Clerk III		19.47
01020 - Administrative Assistant		23.37
01040 - Court Reporter		18.37
01051 - Data Entry Operator I		14.10
01052 - Data Entry Operator II		15.38
01060 - Dispatcher, Motor Vehicle		21.14
01070 - Document Preparation Clerk		13.39
01090 - Duplicating Machine Operator		13.39
01111 - General Clerk I		12.68
01112 - General Clerk II		14.80
01113 - General Clerk III		16.82
01120 - Housing Referral Assistant		21.81
01141 - Messenger Courier		12.95
01191 - Order Clerk I		14.24
01192 - Order Clerk II		15.55
01261 - Personnel Assistant (Employment) I		16.56
01262 - Personnel Assistant (Employment) II		18.53
01263 - Personnel Assistant (Employment) III		20.66
01270 - Production Control Clerk		20.85
01280 - Receptionist		14.47
01290 - Rental Clerk		16.18
01300 - Scheduler, Maintenance		17.49
01311 - Secretary I		17.49
01312 - Secretary II		19.57
01313 - Secretary III		21.81
01320 - Service Order Dispatcher		17.13
01410 - Supply Technician		23.37
01420 - Survey Worker		18.37
01531 - Travel Clerk I		13.32
01532 - Travel Clerk II		14.50
01533 - Travel Clerk III		15.60
01611 - Word Processor I		16.20

01612 - Word Processor II	18.19
01613 - Word Processor III	19.61
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	21.78
05010 - Automotive Electrician	21.78
05040 - Automotive Glass Installer	18.03
05070 - Automotive Worker	20.46
05110 - Mobile Equipment Servicer	18.55
05130 - Motor Equipment Metal Mechanic	21.78
05160 - Motor Equipment Metal Worker	20.46
05190 - Motor Vehicle Mechanic	21.89
05220 - Motor Vehicle Mechanic Helper	18.55
05250 - Motor Vehicle Upholstery Worker	20.46
05280 - Motor Vehicle Wrecker	20.46
05310 - Painter, Automotive	21.12
05340 - Radiator Repair Specialist	20.46
05370 - Tire Repairer	14.81
05400 - Transmission Repair Specialist	21.78
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.13
07041 - Cook I	13.11
07042 - Cook II	14.32
07070 - Dishwasher	9.68
07130 - Food Service Worker	11.19
07210 - Meat Cutter	20.42
07260 - Waiter/Waitress	11.22
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.45
09040 - Furniture Handler	15.33
09080 - Furniture Refinisher	17.45
09090 - Furniture Refinisher Helper	15.33
09110 - Furniture Repairer, Minor	16.37
09130 - Upholsterer	18.05
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.95
11060 - Elevator Operator	11.95
11090 - Gardener	16.64
11122 - Housekeeping Aide	13.21
11150 - Janitor	14.73
11210 - Laborer, Grounds Maintenance	15.07
11240 - Maid or Houseman	10.53
11260 - Pruner	13.17
11270 - Tractor Operator	17.43
11330 - Trail Maintenance Worker	15.07
11360 - Window Cleaner	15.80
12000 - Health Occupations	
12010 - Ambulance Driver	21.63
12011 - Breath Alcohol Technician	19.31
12012 - Certified Occupational Therapist Assistant	22.95
12015 - Certified Physical Therapist Assistant	21.99
12020 - Dental Assistant	18.72
12025 - Dental Hygienist	44.22
12030 - EKG Technician	28.89
12035 - Electroneurodiagnostic Technologist	28.89

12040 - Emergency Medical Technician	21.26
12071 - Licensed Practical Nurse I	17.87
12072 - Licensed Practical Nurse II	20.00
12073 - Licensed Practical Nurse III	22.29
12100 - Medical Assistant	16.40
12130 - Medical Laboratory Technician	19.38
12160 - Medical Record Clerk	16.10
12190 - Medical Record Technician	17.96
12195 - Medical Transcriptionist	19.48
12210 - Nuclear Medicine Technologist	37.17
12221 - Nursing Assistant I	11.21
12222 - Nursing Assistant II	12.61
12223 - Nursing Assistant III	13.76
12224 - Nursing Assistant IV	16.59
12235 - Optical Dispenser	18.16
12236 - Optical Technician	17.87
12250 - Pharmacy Technician	17.24
12280 - Phlebotomist	16.59
12305 - Radiologic Technologist	32.53
12311 - Registered Nurse I	27.78
12312 - Registered Nurse II	33.98
12313 - Registered Nurse II, Specialist	33.98
12314 - Registered Nurse III	42.51
12315 - Registered Nurse III, Anesthetist	42.51
12316 - Registered Nurse IV	50.95
12317 - Scheduler (Drug and Alcohol Testing)	23.93
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.34
13012 - Exhibits Specialist II	23.84
13013 - Exhibits Specialist III	29.15
13041 - Illustrator I	19.95
13042 - Illustrator II	24.71
13043 - Illustrator III	30.22
13047 - Librarian	31.19
13050 - Library Aide/Clerk	12.96
13054 - Library Information Technology Systems Administrator	25.61
13058 - Library Technician	17.95
13061 - Media Specialist I	16.65
13062 - Media Specialist II	18.66
13063 - Media Specialist III	20.79
13071 - Photographer I	19.82
13072 - Photographer II	22.17
13073 - Photographer III	27.47
13074 - Photographer IV	33.59
13075 - Photographer V	40.65
13110 - Video Teleconference Technician	19.41
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.46
14042 - Computer Operator II	19.54
14043 - Computer Operator III	21.86
14044 - Computer Operator IV	24.20
14045 - Computer Operator V	26.80
14071 - Computer Programmer I	22.79

(see 1)

14072 - Computer Programmer II	(see 1)	
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		17.46
14160 - Personal Computer Support Technician		24.20
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		32.12
15020 - Aircrew Training Devices Instructor (Rated)		38.87
15030 - Air Crew Training Devices Instructor (Pilot)		46.59
15050 - Computer Based Training Specialist / Instructor		32.12
15060 - Educational Technologist		30.07
15070 - Flight Instructor (Pilot)		46.59
15080 - Graphic Artist		24.38
15090 - Technical Instructor		25.33
15095 - Technical Instructor/Course Developer		27.51
15110 - Test Proctor		19.58
15120 - Tutor		19.58
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.87
16030 - Counter Attendant		9.87
16040 - Dry Cleaner		12.41
16070 - Finisher, Flatwork, Machine		9.87
16090 - Presser, Hand		9.87
16110 - Presser, Machine, Drycleaning		9.87
16130 - Presser, Machine, Shirts		9.87
16160 - Presser, Machine, Wearing Apparel, Laundry		9.87
16190 - Sewing Machine Operator		13.23
16220 - Tailor		14.03
16250 - Washer, Machine		10.81
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		25.86
19040 - Tool And Die Maker		29.25
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		19.87
21030 - Material Coordinator		20.85
21040 - Material Expediter		20.85
21050 - Material Handling Laborer		15.41
21071 - Order Filler		14.16
21080 - Production Line Worker (Food Processing)		19.87
21110 - Shipping Packer		18.13
21130 - Shipping/Receiving Clerk		18.13
21140 - Store Worker I		15.39
21150 - Stock Clerk		19.42
21210 - Tools And Parts Attendant		19.87
21410 - Warehouse Specialist		19.87
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		29.37
23021 - Aircraft Mechanic I		28.50
23022 - Aircraft Mechanic II		29.37
23023 - Aircraft Mechanic III		30.25
23040 - Aircraft Mechanic Helper		22.11

23050 - Aircraft, Painter	25.14
23060 - Aircraft Servicer	24.97
23080 - Aircraft Worker	26.38
23110 - Appliance Mechanic	22.41
23120 - Bicycle Repairer	14.81
23125 - Cable Splicer	29.90
23130 - Carpenter, Maintenance	26.29
23140 - Carpet Layer	23.70
23160 - Electrician, Maintenance	28.34
23181 - Electronics Technician Maintenance I	26.96
23182 - Electronics Technician Maintenance II	28.14
23183 - Electronics Technician Maintenance III	29.14
23260 - Fabric Worker	22.67
23290 - Fire Alarm System Mechanic	24.48
23310 - Fire Extinguisher Repairer	21.36
23311 - Fuel Distribution System Mechanic	26.36
23312 - Fuel Distribution System Operator	24.00
23370 - General Maintenance Worker	21.99
23380 - Ground Support Equipment Mechanic	28.50
23381 - Ground Support Equipment Servicer	24.97
23382 - Ground Support Equipment Worker	26.38
23391 - Gunsmith I	21.36
23392 - Gunsmith II	23.95
23393 - Gunsmith III	25.87
23410 - Heating, Ventilation And Air-Conditioning Mechanic	26.59
23411 - Heating, Ventilation And Air Contdditioning Mechanic (Research Facility)	27.44
23430 - Heavy Equipment Mechanic	25.87
23440 - Heavy Equipment Operator	28.59
23460 - Instrument Mechanic	28.27
23465 - Laboratory/Shelter Mechanic	24.99
23470 - Laborer	13.77
23510 - Locksmith	23.28
23530 - Machinery Maintenance Mechanic	27.15
23550 - Machinist, Maintenance	23.64
23580 - Maintenance Trades Helper	14.81
23591 - Metrology Technician I	28.27
23592 - Metrology Technician II	29.18
23593 - Metrology Technician III	30.03
23640 - Millwright	26.49
23710 - Office Appliance Repairer	23.55
23760 - Painter, Maintenance	24.99
23790 - Pipefitter, Maintenance	27.56
23810 - Plumber, Maintenance	24.93
23820 - Pneudraulic Systems Mechanic	25.78
23850 - Rigger	25.78
23870 - Scale Mechanic	23.95
23890 - Sheet-Metal Worker, Maintenance	26.77
23910 - Small Engine Mechanic	21.77
23931 - Telecommunications Mechanic I	25.80
23932 - Telecommunications Mechanic II	27.05
23950 - Telephone Lineman	23.22
23960 - Welder, Combination, Maintenance	23.93

23965 - Well Driller	31.23
23970 - Woodcraft Worker	25.87
23980 - Woodworker	20.46
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	12.29
24580 - Child Care Center Clerk	15.32
24610 - Chore Aide	10.63
24620 - Family Readiness And Support Services Coordinator	13.93
24630 - Homemaker	18.02
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	25.39
25040 - Sewage Plant Operator	27.04
25070 - Stationary Engineer	25.39
25190 - Ventilation Equipment Tender	19.55
25210 - Water Treatment Plant Operator	27.04
27000 - Protective Service Occupations	
27004 - Alarm Monitor	22.54
27007 - Baggage Inspector	13.70
27008 - Corrections Officer	22.50
27010 - Court Security Officer	28.16
27030 - Detection Dog Handler	15.06
27040 - Detention Officer	23.51
27070 - Firefighter	29.75
27101 - Guard I	13.70
27102 - Guard II	22.04
27131 - Police Officer I	32.22
27132 - Police Officer II	35.82
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.26
28042 - Carnival Equipment Repairer	13.04
28043 - Carnival Equipment Worker	9.88
28210 - Gate Attendant/Gate Tender	14.44
28310 - Lifeguard	11.39
28350 - Park Attendant (Aide)	14.56
28510 - Recreation Aide/Health Facility Attendant	10.89
28515 - Recreation Specialist	16.78
28630 - Sports Official	11.39
28690 - Swimming Pool Operator	15.27
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	27.37
29020 - Hatch Tender	27.37
29030 - Line Handler	27.37
29041 - Stevedore I	25.91
29042 - Stevedore II	28.56
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	37.37
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.77
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.38
30021 - Archeological Technician I	20.54
30022 - Archeological Technician II	24.01
30023 - Archeological Technician III	29.74
30030 - Cartographic Technician	29.74
30040 - Civil Engineering Technician	25.47

30061 - Drafter/CAD Operator I	21.45
30062 - Drafter/CAD Operator II	24.01
30063 - Drafter/CAD Operator III	26.75
30064 - Drafter/CAD Operator IV	32.94
30081 - Engineering Technician I	19.18
30082 - Engineering Technician II	21.53
30083 - Engineering Technician III	24.10
30084 - Engineering Technician IV	29.85
30085 - Engineering Technician V	36.40
30086 - Engineering Technician VI	44.17
30090 - Environmental Technician	26.28
30210 - Laboratory Technician	22.76
30240 - Mathematical Technician	29.52
30361 - Paralegal/Legal Assistant I	20.79
30362 - Paralegal/Legal Assistant II	25.76
30363 - Paralegal/Legal Assistant III	29.99
30364 - Paralegal/Legal Assistant IV	32.38
30390 - Photo-Optics Technician	29.74
30461 - Technical Writer I	24.43
30462 - Technical Writer II	29.88
30463 - Technical Writer III	36.16
30491 - Unexploded Ordnance (UXO) Technician I	23.75
30492 - Unexploded Ordnance (UXO) Technician II	28.74
30493 - Unexploded Ordnance (UXO) Technician III	34.45
30494 - Unexploded (UXO) Safety Escort	23.75
30495 - Unexploded (UXO) Sweep Personnel	23.75
30620 - Weather Observer, Combined Upper Air Or (see 2)	21.81
Surface Programs	
30621 - Weather Observer, Senior (see 2)	25.25
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	13.80
31030 - Bus Driver	17.89
31043 - Driver Courier	17.01
31260 - Parking and Lot Attendant	11.03
31290 - Shuttle Bus Driver	18.10
31310 - Taxi Driver	13.29
31361 - Truckdriver, Light	18.10
31362 - Truckdriver, Medium	19.83
31363 - Truckdriver, Heavy	20.95
31364 - Truckdriver, Tractor-Trailer	20.95
99000 - Miscellaneous Occupations	
99030 - Cashier	12.33
99050 - Desk Clerk	10.80
99095 - Embalmer	23.75
99251 - Laboratory Animal Caretaker I	12.24
99252 - Laboratory Animal Caretaker II	13.02
99310 - Mortician	25.80
99410 - Pest Controller	20.11
99510 - Photofinishing Worker	12.48
99710 - Recycling Laborer	20.49
99711 - Recycling Specialist	22.41
99730 - Refuse Collector	18.37
99810 - Sales Clerk	13.82
99820 - School Crossing Guard	15.61

99830 - Survey Party Chief	27.75
99831 - Surveying Aide	16.19
99832 - Surveying Technician	22.18
99840 - Vending Machine Attendant	14.52
99841 - Vending Machine Repairer	18.54
99842 - Vending Machine Repairer Helper	15.85

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.35 per hour or \$134.00 per week or \$580.66 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformance may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual

NOTICE: ALL INCOMING AND OUTGOING MAIL TO INCLUDE SPECIAL CORRESPONDENCE IS SUBJECT TO INSPECTIONS FOR CONTRABAND.

NOTARY

To request Notary Services sign up on the Law Library Sign-Up Sheet. This service is available for individuals detained in this facility only. Documents for friends, relatives or spouses will not be notarized. ICE approval is required when requesting Notary Services regarding identification. This includes but is not limited to driver's licenses, passports, birth certificates, marriage license requests, etc.

DETAINEE DISCIPLINARY PROCESS

In a facility where many individuals live together in a relatively small amount of space, it is extremely important that order and discipline be maintained. Discipline and order are not only for the benefit of staff, but also for the safety and welfare of you and all other detainees. While many problems can be solved informally through counseling, disciplinary measures must be imposed at times. The following is a list of offenses and associated penalties. Any detainee who is charged with a violation of facility rules will receive a disciplinary hearing and be permitted to speak, call witnesses, have a staff representative and present evidence before a penalty is imposed. Detainees have the right to appeal the decision of the Disciplinary Hearing within fifteen (15) days.

Detainees have the following rights:

1. The right to protection from personal abuse, corporal punishment, unnecessary or excessive use of force, personal injury, disease, property damage and harassment;
2. The right of freedom from discrimination based on race, religion, national origin, sex, sexual orientation, handicap, or political beliefs;
3. The right to pursue a grievance in accordance with written procedures;
4. The right to correspond with persons or organizations, consistent with safety, security, and the orderly operation of the facility; and,
5. The right to due process, including the prompt resolution of a disciplinary matter.

Category I Offenses:

Listed below are Category I or Greatest offenses. The Discipline Committee may impose any combination of penalties for Category II, III, or IV offenses as well as the following penalties:

- (1) Refer to ICE for Criminal Proceedings
- (2) Disciplinary Transfer
- (3) Disciplinary Segregation up to 60 days
- (4) Restitution
- (5) Loss of privileges

- 100 Killing
- 101 Assaulting any person (includes sexual assault)
- 102 Escape from escort; escape from secure facility
- 103 Setting a fire (charged with this act in this category only when found to pose a threat to life or a threat of serious bodily harm or in furtherance of a

prohibited act of greatest severity, e.g. a riot or an escape, otherwise the charge is classified as code 219 or 322.)

- 104 Possession or introduction of a gun, firearm, weapon, sharpened instrument, knife, dangerous chemical, explosive, escape tool, device or ammunition
- 105 Rioting
- 106 Inciting others to riot
- 107 Hostage-taking
- 108 Assaulting a staff member or any law enforcement officer
- 109 Threatening a staff member or any law enforcement officer with bodily harm.
- 110 Attempt to commit any of the above offenses or assist others to commit any of the above acts.
- 198 Interfering with a staff member in the performance of duties (conduct must be of the greatest severity). This charge is to be used only if another charge of greatest severity is not applicable.

cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A link to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE (Standard Form 1444 (SF 1444))

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

U.S. Department of Homeland Security
Immigration and Customs Enforcement

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Deliverables
Detention Services
Seattle Area Contract Detention Facility

Attachment 4

**ATTACHMENT 4 – DELIVERABLES OF WRITTEN DOCUMENTATION
DETENTION AND TRANSPORTATION SERVICE**

Copies of each deliverable shall be submitted to either the Contracting Officer or the COTR as described in the "Delivery/Days after Award Column".

ITEM	DESCRIPTION	SECTION-C SUBSECTION	DELIVERY/DAYS AFTER AWARD
A001	Quality Control Plan	Subsection 2 Item D	At post-award conference or as directed by the CO
A002	Copy of the document stating that the employee has received and reviewed the Policy and Procedures Manual	Subsection 2 Item J	Upon request by COTR
A003	Staffing Plan	Subsection 2 Item K	Within 30 days of revision or upon Government's request
A004	Resumes of Key Personnel	Subsection 2 Item K, Para. 3	Subject to review and approval by the CO and COTR before employee EOD
A005	Organizational Chart	Subsection 2 Item K, Para.4	Within 15 days of revision and upon Government request
A006	Training Plan	Subsection 2 Item M	Subject for review and approval by the CO and COTR within 30 days after Contract Award
A007	Employee's certifications that they have read and understand the standards of conduct	Subsection 3 Item A	Prior to EOD to COTR
A008	Copy of Standards of conduct and corresponding disciplinary actions	Subsection 3 Item A	Prior to EOD to COTR
A009	Report of employee(s) in violation or attempt to violate standards of conduct	Subsection 3 Item A, Para. 7	Immediately (immediate verbal report, with written follow-up) to COTR
A010	Medical examination conducted by a licensed physician	Subsection 3 Item C	30 days prior to EOD.
A011	Notification of change in employee's health status	Subsection 3 Item C, Para. 9	Immediately to COTR
A012	Random drug-screening results	Subsection 3 Item D	To COTR within 24 hours after receipt
A013	Contraband control program	Subsection 3 Item E	Within 30 days of award to CO and COTR
A014	Employee termination, transfer, suspension, personnel action relating to disqualifying information or incidents of delinquency	Subsection 3 Item F	Immediately (immediate verbal report, with written follow-up) to COTR
A015	Personnel files	Subsection 3 Item J	Upon request by COTR or CO
A016	Uniform approval by COTR	Subsection 3 Item K, Para. 1	Uniform sample or clothing swatches and badges within 7 days of contract award. Any changes in uniform will be subject immediately for review by the CO and COTR before implementation.
A017	Certification that each contract employee has been issued approved credentials	Subsection 3 Item K, Para 1 and 2(c)	Prior to EOD to COTR
A018	Registrations, commissions, permits, or licenses for each uniformed employee	Subsection 3 Item L	Prior to EOD to COTR

A019	Detention Officer Assignment Roster	Subsection 3 Item N, Para. 1	Posted 1 week in advance and copy to COTR only
A020	Manpower Report	Subsection 3 Item N, Para. 1	Monthly to COTR
A021	E-QIP Security Process	Subsection 4	Prior to EOD to COTR
A022	Training Program	Subsection 5	30 days after contract award to CO and COTR
A023	Institutional Emergency Plan	Subsection 6, Item K	Within 7 days after contract award to COTR and CO
A024	Log Books	Subsection 7 Item D	Upon request by COTR
A025	Manifest of Detainees	Subsection 7, Item E	Daily to COTR
A026	Monthly status reports	Subsection 7 Item E	Monthly to COTR
A027	Copy of certification stating employee understands and agrees to comply with Post Orders	Subsection 7, Item K	Upon request to COTR
A028	Physical force incident Report	Subsection 7, Item M	Verbal immediately and written prior to end of shift to COTR
A029	Written report for escapes	Subsection 7 Item Q	Immediately (verbal report immediately and written report prior to end of shift to COTR
A030	Evacuation Plan	Subsection 7 Item S	30 days after contract award to CO and COTR
A031	Injury, illness, physical harm or threat to safety, health or welfare	Subsection 7 Item T	Immediately (verbal report immediately and written report prior to end of shift) no later than 24 hours of incident to COTR
A032	Detainee death or injury	Subsection 10, Item A	Immediately (Verbal report immediately and written report prior to end of shift) no later than 24 hours of incident to COTR
A033	Commissary Inventory	Subsection 12, Item D	Upon request to COTR
A034	Firearms - a complete listing of licensed firearms by serial numbers and by each safe location	Subsection 14 Item A, Paras. M and N	7 days after contract award to COTR
A035	Appropriate state and municipality permits and weapons permit for each officer	Subsection 14 Item A, Paras. O, P and Q	Three working days prior to employee EOD to COTR
A036	Firearms training certificates	Subsection 14 Item A, Paras. V and W.	Prior to Entry On Duty (EOD) or performance of duty involving firearms to COTR

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Immigration and Customs Enforcement

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ICE Body Armor Policy
Detention Services
Seattle Area Contract Detention Facility

Attachment 5

**U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT
ICE Policy System**

**OFFICE OF PRIMARY INTEREST: Director of Operations (National Firearms and
Tactical Training Unit)**

DISTRIBUTION: ICE
DIRECTIVE NO.: 70001.1
ISSUE DATE: 02/04/2005
EFFECTIVE DATE: 02/04/2005
REVIEW DATE: 02/04/2008
SUPERSEDES: sec section 3

DIRECTIVE TITLE: ICE Body Armor Policy

1. **PURPOSE and SCOPE.** To establish the U.S. Immigration and Customs Enforcement (ICE) policy for the use of personal protective soft body armor (body armor) and identify related management and employee responsibilities. This directive applies to all components of ICE with armed officers.
2. **AUTHORITIES/REFERENCES.**
 - 2.1. **Statutory and Regulatory Authority**

8 USC 1103
 - 2.2. **ICE Policy**

Interim ICE Firearms Policy (July 7, 2004)

Interim ICE Use of Force Policy (July 7, 2004)
 - 2.3. **National Institute of Justice Reference Documents**

Ballistic Resistance of Personal Body Armor (NIJ Standard 0101-03 and 0101-04 and amendments)

Selection and Application Guide to Personal Body Armor (NIJ Guide 100-01 and 100-98, and amendments)
3. **SUPERSEDED/CANCELLED POLICY/SUMMARY OF CHANGES.**

This directive supersedes previous legacy policies, issuances and previously recognized processes for soft body armor for all ICE offices with armed officers.

4. DEFINITIONS.

- 4.1. **Body Armor** - A protective garment designed to stop a variety of standard handgun projectiles. The armor is not designed to stop all projectiles, especially those fired from high-caliber rifles. Unless rated as stab resistant, this armor is not designed to prevent injury from sharp or cutting or piercing-type weapons. No body armor is designed as a replacement for common sense, good judgment and proper street survival procedures and tactics.
- 4.2. **Technology Standards for Body Armor** – The Law Enforcement and Corrections Standards and Testing Program (LECSTP) is sponsored by the Office of Science and Technology of the National Institute of Justice (NIJ), Department of Justice (DOJ). The LECSTP is an applied research effort that determines the technological needs of justice systems agencies, sets minimum performance standards for specific devices, tests commercially available equipment against those standards and disseminates the standards and the test results to criminal justice agencies nationally and internationally. The NIJ reference documents for this policy are listed in the Authorities section and are as follows: Ballistic Resistance of Personal Body Armor (NIJ Standard 0101-03 and 0101-04) and Selection and Application Guide to Personal Body Armor (NIJ Guide 100-01 and 100-98), to include amendments.

5. POLICY

- 5.1. All ICE employees authorized to carry firearms as a condition of employment shall be issued protective body armor. New employees will be fitted for body armor during their initial training at the Federal Law Enforcement Training Center (FLETC) or as specified by ICE. Replacement of expired or damaged body armor in the field shall be coordinated with the designated official for that operational component, most often the Senior Firearms Instructor (SFI).
- 5.2. The ballistic resistance performance standard for protective body armor requires a minimum of threat level type IIA protection, with side panel coverage, and must meet the current NIJ standards.
- 5.3. All ICE armed officers are strongly encouraged to wear their issued body armor while performing law enforcement duties. When not being worn, body armor should be readily accessible in the vehicle or building where the officer is working. When away from the vehicle or building, the ICE armed officer does not have to carry the body armor, unless instructed by a supervisor.
- 5.4. All Federal Protective Service (FPS) armed uniformed officers shall wear their issued body armor while in the performance of their law enforcement duties. When in a non-uniform status or not being worn, body armor should be readily accessible in the vehicle or building where the officer is working. When away

from the vehicle or building, the ICE armed officer does not have to carry the body armor, unless instructed by an FPS supervisor.

- 5.5. All Detention and Removal Operations (DRO) armed uniformed officers shall wear their issued body armor while in the performance of their law enforcement duties. When not being worn, body armor should be readily accessible in the vehicle or building where the officer is working. DRO armed officers performing administrative duties or duties inside a detention facility shall not be required to wear their issued body armor.
 - 5.6. Due to their covert mission within the aviation environment, Federal Air Marshals shall wear issued body armor according to their internal guidance and procedures as established by the Director, Federal Air Marshal Service.
 - 5.7. The wearing of body armor during normal operations is at the discretion of the employee, except during activities as specified in the Procedures Section of this directive and for FPS and DRO armed officers as stated above in sections 5.4 and 5.5.
 - 5.8. All employees need to be aware of the health risks associated with the wearing of body armor in high-heat/high humidity conditions and/or during strenuous exertion. When employees are required to wear body armor, they shall be provided opportunities to rehydrate and remove the body armor as necessary.
 - 5.9. ICE does not authorize the use of personally owned body armor for armed officers while functioning as ICE employees. Any exception to this requirement first must be approved by the director of the operational component and then by the Director of the National Firearms and Tactical Training Unit (NFTTU).
- 6. RESPONSIBILITIES.**
- 6.1. The NFTTU is responsible for the development of all national policy and procedures, and exercises program management responsibility for the body armor program.
 - 6.2. The NFTTU shall coordinate all research, testing, evaluation, procurement, distribution and destruction of body armor.
 - 6.3. The SFIs are responsible for coordinating requests for body armor, ensuring training requirements are met and conducting inspections of all body armor as required by the NFTTU.
 - 6.4. Supervisors are responsible for ensuring armed personnel under their supervision are issued body armor and that it has not exceeded its expiration date.

- 6.5. Supervisors are responsible for ensuring that all personnel issued body armor comply with the mandatory requirements for wearing body armor specified in the Procedures Section of this policy.
- 6.6. ICE officers are responsible for the proper care and inspection of the issued body armor in accordance with the manufacturer's recommendations and ballistic panel labeling.
- 6.7. ICE officers are required to attend, participate and complete all mandated body armor training as required by ICE and/or their operational component.

7. PROCEDURES.

- 7.1. The NFFTU will develop standard operating procedures to be used for the selection, procurement, issuance, accountability, replacement and disposal of all ICE-owned and issued body armor.
- 7.2. The NFFTU shall maintain the national inventory system for body armor. Unless otherwise identified by the NFFTU, the Firearms Inventory System (FIS) module in the Automated Management Information System is the national inventory system and will be the official system of record for the accountability, transfer and inventory of all ICE body armor.
- 7.3. The officer to whom the body armor is issued is responsible for electronically accepting it in the designated automated inventory system. Body armor should not be documented on any other ICE property record document other than for exigent circumstances and only as an interim hand receipt until FIS can be properly updated by the responsible officer(s).
- 7.4. A 100 percent body armor inventory shall be performed annually by all employees issued body armor in FIS. Responsible officials (supervisory personnel) shall ensure that the employees complete their annual inventory and verification process in FIS within 30 days of notification of the initiation of the inventory process. Employees who fail to complete their inventory and verifications within the specified 30 days may be subject to disciplinary action.
- 7.5. In the event that body armor is lost or stolen, it must be reported to the NFFTU via facsimile (814-946-9995) and FIS within 48 hours of discovery by the employee to whom it was issued. This FIS reporting requirement does not preclude any other reporting requirement(s) mandated by any other ICE policy or procedure. The stolen body armor information, with serial number, shall also be entered into the National Crime Information Center (NCIC) database.

- 7.6. The wearing of body armor by ICE armed officers is mandatory during the following activities:
- 7.6.1. Special Response Team (SRT) deployments when officers are part of an arrest, or operate as an entry or perimeter element;
- 7.6.2. Executing arrests in pre-planned situations. ICE officers working in an undercover capacity, or in support of another officer working in an undercover capacity, may be exempted from the requirement of wearing body armor stated in this section, if the wearing of the body armor presents a danger of being exposed as a law enforcement officer. This exemption pertains to officers who will be working in close proximity to violators and who may identify the officer as a law enforcement officer by noticing the body armor. In all cases, the exemption must be approved by a first-line supervisor prior to the operation;
- 7.6.3. Execution of high-risk search warrants until the premises are secured and cleared or at the discretion of the first-line supervisor;
- 7.6.4. Apprehension phases of air and marine interdiction operations;
- 7.6.5. Transportation, storage or destruction of seized narcotics, currency or other high risk or valuable commodity;
- 7.6.6. During normal operations for FPS and DRO officers, if armed, and in uniform as stated above in sections 5.4., 5.5. and 5.7.;
- 7.6.7. In emergency situations where ICE management determines there is an immediate threat to the safety of employees. In addition to the nature of the emergency situation, ICE management will also determine the duration of the emergency and, accordingly, the length of time that body armor must be worn; and,
- 7.6.8. During all DRO fugitive apprehension operations regardless of whether it is a formalized, preplanned operation or not. This does not include simple investigative inquiries when an apprehension is not anticipated by the DRO armed officer.
- 7.7. SFIs shall ensure that training is provided to each employee who is issued body armor. SFIs shall ensure that all training is documented in the appropriate system as identified by the NFTTU.
- 7.8. Body armor training covers the following:
- Circumstances/situations when body armor must be worn;
 - Type of body armor that is necessary;

- Procedures to properly don, doff, adjust and wear body armor;
 - Limitations of body armor;
 - Proper care, maintenance and useful life of the body armor; and,
 - Use of firearms while wearing body armor.
- 7.9. Employees shall notify their supervisor(s) of the need to replace worn, damaged or ill-fitting body armor should such a need be identified by the armed officer or SFI.
- 7.10. Body armor that is no longer serviceable will be physically and electronically transferred to the NFTTU for final disposition.
- 7.11. Expired body armor distributed prior to the utilization of the NFTTU automated system for inventory and accountability shall be physically transferred to the NFTTU for final disposition. The NFTTU shall furnish guidance for the manual transfer of body armor that is not documented in FIS.
- 7.12. Additional guidance or instructions regarding the identification, procurement, replacement, transfer, tracking and inventory of body armor may be issued by the NFTTU to address agency transition, reorganization and/or realignment.
8. **NO PRIVATE RIGHT STATEMENT. This Directive is an internal policy statement of ICE. It is not intended to, and does not create any rights, privileges, or benefits, substantive or procedural, enforceable by any party against the United States; its departments, agencies, or other entities; its officers or employees; or any other person.**

Approved



Michael J. Garcia
Assistant Secretary

ICE BODY ARMOR POLICY

Attachment 5 - ICE Body Armor Policy
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U.S. Department of Homeland Security
Immigration and Customs Enforcement

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DRO Policy and Procedure Manual
(Appendix 32-1 Vehicle Ordering Menu)
Detention Services
Seattle Area Contract Detention Facility

Attachment 6

Detention and Removal Operations

DRO Policy and Procedure Manual

Appendix 32-1 Vehicle Ordering Menu

DETENTION AND REMOVAL OPTION PACKAGES FOR ORDERING VEHICLES

- Option 1a. - Large Bus**
- 1b. - Mid-Range Bus**
- Option 2a. - Standard Airporter**
- 2b. - Wheelchair Accessible Airporter**
- Option 3a. - 13 Passenger Long Bed Van with Insert**
- 3b. - 12 Passenger Long Bed Van w/ Insert and Luggage Space**
- 3c. - 12 Passenger Short Bed Van with Insert**
- 3d. - 13 Passenger Standard Van, No Insert**
- 3e. - Standard Van, No Insert - wheelchair accessible**
- Option 4a. - Minivan caged/secure package**
- 4b. - Minivan Fugitive Operations package**
- Option 5a. - Sedan full-size Caged/secure package**
- 5b. - Sedan full-size Fugitive Operations package**
- 5c. - Sedan mid-size Fugitive Operations package**
- Option 6a. - SUV full-size Caged/secure package**
- 6b. - SUV full-size Fugitive Operations package**
- 6c. - SUV mid-size Fugitive Operations package**
- Option 7. - Pick-up Fugitive Operations package**

Option 8. - Fugitive Operations surveillance van*

Under development not available for order at this time

Option 9. - Specialty Vehicle (i.e.: Utility or Food Service Truck;Tractor Trailer)

OPTION DESCRIPTION

Option 1a. - Large Bus

Description: Long-range coach bus retrofit. Standard security screened interior with movable partition. 46-passenger capacity, equipped with lavatory.

Purpose: Long distances, long trip duration, high capacity.

Option 1b. - Mid-range bus

Description: Mid-range coach bus retrofit. Standard security screened interior with movable partition. 44-passenger capacity, equipped with lavatory.

Purpose: Shorter distances and shorter trip duration. Reduced passenger capacity.

Option 2a. Standard Airporter

Description: Twenty-two passenger rear and side loading retrofit. Standard security screened interior. Vehicle and chassis similar to typical airport/rental car shuttle bus. Secure vehicle with an eight-passenger compartment, a twelve-passenger compartment, and a two-passenger compartment. Two-passenger compartment contains a fold-up bench seat allowing for luggage/property storage.

Purpose: Designed for local area operations such as airport or court runs. Ideal for offices where routine operations call for mixed count of officers and detainees, or when detainee count routinely exceeds standard van capacity.

Option 2b. - Wheelchair accessible Airporter

Description: Maximum capacity of nineteen-passenger, rear and side loading retrofit. Standard security screened interior. Vehicle and chassis similar to typical airport/rental car shuttle bus. Secure vehicle with a two-passenger compartment, a twelve-passenger compartment, and a compartment with fold-up bench seats allowing for either two wheelchair bound passengers, or five passengers. The two-passenger compartment also has fold-up bench seat allowing for additional luggage/property storage.

Purpose: Same as option 2a, adding space for two wheel-chair passengers. Versatility to accommodate one or two wheelchairs and a combination of additional escort officers, detainee segregation or additional luggage/property space.

Option 3a. - 13 Passenger Long-Bed Van with Insert

Description: White long-bed cargo van, with thirteen-passenger, long-bed insert installed with a movable partition. Rear and side loading. Insert runs entire length of van.

Purpose: The Insert package is a high security package designed for transporting new apprehensions where classification of background, security level, and/or health conditions, are unknown. Officers cabin air independent of custody compartment. Ideal for shorter distances and trip duration. Easy loading and cleanup. Movable partition provides for custody and/or luggage segregation within insert.

Option 3b. - 12 Passenger Long-Bed Van with Insert

Description: White long-bed cargo van, with twelve-passenger, long-bed insert. Movable partition optional. Rear loading. Insert is shorter than option 3a, creating space between front cabin and insert, allowing for luggage space, and if necessary, side/front loading through front/emergency door of insert.

Purpose: Same as 3a. Ideal for locations where permanent, easily accessible luggage space is a priority. Side loading of detainees is possible, but not ideal.

Option 3c. - 12 Passenger Short-Bed Van with Insert

Description: White short-bed cargo van, with twelve-passenger insert. Rear loading only. Insert runs entire length of van.

Purpose: Recommended for off road, border operations where long wheelbase bottoming out is a concern. Suitable for locations where luggage segregation and side loading availability is not necessary.

Option 3d. - 13 Passenger Standard Van, No Insert

Description: Standard thirteen-passenger white maxi-van with forward-facing vinyl bench seats with standard security screened package.

Purpose: For longer distances or trip duration where a standard security package and enhanced passenger comfort is appropriate. For operations where custody segregation and officer-custody air separation is not a major issue. Appropriate for transporting of detainees whose background, security level, and health conditions have been properly identified.

Option 3e. Standard Van, No Insert - wheelchair accessible

Description: Standard white maxi-van with forward-facing vinyl bench seats and standard security-screened package. Security screen installed behind bench seats. Rear bench seats are removed to allow for installation of rear-loading wheelchair lift, wheelchair locking

device, and wheelchair. Allows for 7 detainees, side loading only; and one wheelchair detainee, rear-loading only. Rear compartment can be used for luggage and/or equipment when not transporting wheelchair. Security screen allows for separation of detainees from luggage/equipment.

Purpose: Versatility to accommodate one wheelchair and up to seven detainees with segregation for large additional luggage/property space.

Option 4a. - Minivan Caged/security package

Description: Standard white mini-van with forward-facing bench seats with standard security screened package. Allows for up to five detainees.

Purpose: Smaller transport vehicle with lower capacity. Ideal for offices where a smaller vehicle is conducive to operating area.

Option 4b. - Minivan Fugitive Operations package

Description: Standard seven-passenger mini-van with standard fugitive operations package as described below.

Purpose: Self explanatory

Option 5a. Sedan full-size Caged/secure package

Description: Full size white sedan with standard security screened package. Allows for up to three detainees.

Purpose: Secure detainee transport when low number of detainees is routine and a larger capacity vehicle is not warranted.

Option 5b. - Sedan full-size Fugitive Operations package

Description: Full size sedan with standard fugitive operations package as described below.

Purpose: Self-explanatory.

Option 5c. Sedan mid-size Fugitive Operations package

Description: Mid size sedan with standard fugitive operations package as described below.

Purpose: Self explanatory

Option 6a. SUV full-size Caged/secure package

Description: Full size white SUV with standard security screened package. Allows for up to five detainees.

Purpose: Secure detainee transport when low number of detainees is routine and a larger capacity vehicle is not warranted.

Option 6b. SUV full-size Fugitive Operations package

Description: Full size SUV with standard fugitive operations package as described below.

Purpose: Self explanatory

Option 6b. SUV mid-size Fugitive Operations package

Description: Mid size SUV with standard fugitive operations package as described below.

Purpose: Self explanatory

Option 7 Pickup Truck Fugitive Operations package

Description: Full size, extended cab pickup truck with standard fugitive operations package as described below.

Purpose: Self explanatory

Option 8 Fugitive Operations surveillance van*

Under development not available for order at this time

Option 9 Specialty Vehicle

Description: This is a specialty vehicle required to fulfill unique requirements, such as a Food Service Truck to be deployed at a Service Processing Center or tow-truck to be deployed to a Service Maintenance Shop. Prior to ordering, written justification to, and concurrence from, Regional and Headquarters DRO management is required.

FUGITIVE OPERATIONS PACKAGE: Standard Accessories and Amenities

Tilt steering wheel and cruise control

AM/FM radio

Power windows, locks, and side mirrors

Intermittent wipers

Road emergency kit

First aid kit

Fire extinguisher

Service Radio - concealed out of sight

Tinted windows

Front and rear, emergency strobe/flashing lights

Locking trunk box to secure weapon and/or equipment

No alterations are to be made to DRO vehicles without specific concurrence from Regional and Headquarters DRO management.

CAGED/SECURE TRANSPORT VEHICLES (bus/van/suv/sedan): Standard Accessories and Amenities

Tilt steering wheel and cruise control

AM/FM radio

Power windows, locks, and side mirrors

Intermittent wipers

Map light

Road emergency kit

First aid kit

Fire extinguisher

Service Radio roof, console, or dash mounted

Tinted windows

Front and rear, emergency strobe/flashing lights

Locking trunk box to secure weapon and/or equipment

Shotgun rack and gun box (bus and maxi van)

Expanded metal security screen with plexiglass installed between drivers compartment (front seat) and passenger/custody area. Metal bars and/or screen on all windows.

No alterations are to be made to DRO vehicles without specific concurrence from Regional and Headquarters DRO management.

ADDITIONAL ACCESSORIES AVAILABLE - (these items require written justification to, and concurrence from, Regional and Headquarters DRO management)

All Wheel Drive or Four Wheel Drive

Block heater

Heated side mirrors

Transmission cooler

Additional emergency lights

Brush guards

U.S. Department of Homeland Security
Immigration and Customs Enforcement

HSCEDM-10-D-00001



E-Qip Instructions and Forms
Detention Services
Seattle Area Contract Detention Facility

Attachment 7

**U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT
ICE Policy System**

DISTRIBUTION:	ICE
DIRECTIVE NO.:	6-8.0
ISSUE DATE:	May 29, 2008
EFFECTIVE DATE:	May 29, 2008
REVIEW DATE:	May 29, 2011
SUPERSEDES:	See Section 3 Below.

**DIRECTIVE TITLE: ICE SUITABILITY SCREENING REQUIREMENTS FOR
CONTRACTOR PERSONNEL**

1. **PURPOSE and SCOPE.** This Directive establishes policy and procedures used to determine a person's suitability to work for contractors providing services to U.S. Immigration and Customs Enforcement (ICE). This Directive applies to all ICE contractor personnel.
2. **AUTHORITIES/REFERENCES.**
 - 2.1. Office of Management and Budget (OMB) Circular No. A-130, App. III, "Security of Federal Automated Information Resources," November 28, 2000.
 - 2.2. Department of Homeland Security (DHS) Management Directive (MD) 11080, "Security Line of Business Integration and Management," January 3, 2006.
 - 2.3. DHS Sensitive Systems Handbook 4300A, Version 5.5. September 30, 2007, or latest version. (See also Attachment J to 4300A, "Requesting Exceptions to Citizenship Requirement.")
 - 2.4. DHS Sensitive Systems Policy Directive 4300A, Version 5.5. September 30, 2007, or latest version.
 - 2.5. DHS MD 11042.1, "Safeguarding Sensitive but Unclassified (For Official Use Only) Information," January 6, 2005.
 - 2.6. Executive Order (E.O.) 12829, "National Industrial Security Program (NISP)."
 - 2.7. DHS Acquisition Regulation (HSAR), Section 3052.204-71 (codified at 48 CFR § 3052.204-71).
 - 2.8. Department of Defense (DOD) 5220.22-M, "National Industrial Security Program Operating Manual (NISPOM)," January 1995, with supplements, dated July 1997 and February 2001. NISPOM replaces DOD Industrial Security Manual for Safeguarding Classified Information, January 1991.
 - 2.9. DHS MD 11035, "Industrial Security Program (ISP)," dated February 10, 2005.

ICE Suitability Screening for Contractor Personnel

Attachment 7 - E-QIP Instructions and Forms

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- 2.10. Title 5, United States Code (U.S.C), § 552, "The Freedom of Information Act," as amended.
 - 2.11. 5 U.S.C. § 552(a), "The Privacy Act of 1974," as amended.
 - 2.12. Title 5, Code of Federal Regulations (CFR), Part 736, "Personnel Investigations."
 - 2.13. Homeland Security Presidential Directive-12 (HSPD-12) "Policy for a Common Identification Standard for Federal Employees and Contractors," dated August 27, 2004.
 - 2.14. Office of Personnel Management (OPM)," Investigations Service, Investigator's Handbook," July 2007.
 - 2.15. ICE Directive 5-2.0, "Safeguarding Law Enforcement Sensitive Information," March 23, 2007.
3. **SUPERSEDED/CANCELLED POLICY/SUMMARY OF CHANGES.** This Directive is the originating and establishing directive for Suitability Screening Requirements for Contractors.
4. **BACKGROUND.** The provisions of this Directive define the suitability screening standards for contractor personnel requiring regular, ongoing, and unescorted access to ICE-owned facilities; access to ICE-controlled facilities, or commercial facilities operating on behalf of ICE; access to ICE information technology (IT) systems and the systems' data; and access to Sensitive Information.
5. **DEFINITIONS.** The following definitions are provided for the purposes of this Directive.
- 5.1. **Access.** The ability to enter and/or pass through an area or a facility; or the ability or authority to obtain information, monetary or material resources. In relation to classified information, it means the ability, authority, and/or opportunity to obtain knowledge of classified information.
 - 5.2. **Adjudication.** An examination of a person's conduct over a sufficient period of their life designed to make an affirmative determination as to their suitability for employment, eligibility for access to classified information, materials and areas, or for their retention in Federal employment.
 - 5.3. **Background Investigation.** A term generically used to describe various types of investigations into an applicant's or employee's personal history that are used to determine the individual's suitability for Federal employment and/or to make a determination as to whether an individual is eligible for access to classified information at the appropriate level for the position. These investigations are conducted using a variety of methods, which include completion of questionnaires, electronic inquiries,

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written or telephone inquiries, or through personal contact with references. See Section 5.13 below for the various types of background investigations and their scope.

- 5.4. **Contract.** As defined in the Federal Acquisition Regulations, a contract is a mutually binding legal relationship obligating the seller to furnish the supplies or services (including construction) and the buyer to pay for them. It includes all types of commitments that obligate the Government to an expenditure of appropriated funds and that, except as otherwise authorized, are in writing. In addition to bilateral instruments (undertaken by or affecting two sides equally or binding on both parties), contracts include, but are not limited to, awards and notices of awards; job orders or task letters issued under basic ordering agreements; letter contracts; orders, such as purchase orders, under which the contract becomes effective by written acceptance or performance; and bilateral contract modifications. Contracts do not include grants and cooperative agreements covered by 31 U.S.C. § 6301, *et seq.*
- 5.5. **Contracting Officer (CO).** A person with the authority to enter into, administer, and/or terminate contracts, and make related determinations and findings. The CO maintains a strong relationship with the COTR.
- 5.6. **Contracting Officer's Technical Representative (COTR).** A person who has been delegated authority by a contracting officer to perform specific functions in managing a contract and/or business arrangement. The COTR provides technical direction within the confines of the agreement, monitoring performance, ensuring requirements are met within the terms of the contract, and maintaining a strong relationship with the CO. The CO and COTR work together to ensure the contract requirements are clearly communicated to the contractor.
- 5.7. **Contractor Personnel.** An agent or employee of an entity that provides supplies or services to ICE pursuant to a contract.
- 5.8. **Entry on Duty Determination (EOD).** All contractor personnel assigned to work in positions requiring access to ICE facilities, information or IT positions are required to undergo a pre-employment background check to determine their suitability for employment. If the completed pre-employment background check results are favorable, prospective contractor personnel are allowed to enter on duty prior to completion and adjudication of the more in-depth personnel security investigation.
- 5.9. **Electronic-Questionnaire for Investigations Processing (e-QIP).** A web-based automated system that allows individuals to electronically enter, update, and transmit their personal investigative data over a secure Internet connection.
- 5.10. **ICE Facility.** ICE-owned buildings or leased space, whether for single or multi-tenant occupancy, and its grounds and approaches, any portion of which or all are under the jurisdiction, custody or control of ICE; ICE-controlled commercial space shared with non-government tenants; ICE-owned contractor-operated facilities; and facilities under a management and operating contract such as for the operation, maintenance, or support of

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a Government-owned or controlled research, development, special production, or testing establishment.

- 5.11. Information Technology (IT).** As defined by 40 U.S.C. § 11101(6) (“Clinger-Cohen Act”), any equipment, or interconnected system or subsystem of equipment used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by ICE.
- 5.12. IT Systems.** Information technology systems that are (1) owned, leased, or operated by ICE; (2) operated by a contractor on behalf of ICE; or (3) operated by another Federal, state or local government agency on behalf of ICE.
- 5.13. Personnel Security Investigations (PSI) for Contractor Personnel at ICE.** Investigations conducted on contractor personnel that serve as the basis for determinations of suitability for employment and eligibility for access to ICE facilities and sensitive information. These investigations focus on an individual’s character and past conduct that may have an impact on the integrity and efficiency of ICE. Types of investigations are as follows.
- 1) **Background Investigation (BI):** Coverage period is 10 years. Consists of a National Agency Check (NAC) (see Section 5.13(5) below); a personal Subject Interview and source interviews; employment (5 years); education (5 years and most recent degree); residence (3 years); law enforcement agency checks (5 years); and a credit check (5 years).
 - 2) **Child Care National Agency Check and (written) Inquiries:** An enhanced National Agency Check with Inquiries (NACI) (see Section 5.13(6) below) that, to meet special investigation requirements for those in child care provider positions, searches records of State Criminal History repositories of the state where the subject resides.
 - 3) **Limited Background Investigation (LBI):** Coverage period is 10 years. Consists of a NAC (see Section 5.13(5) below); a personal Subject Interview and source interviews; employment, education and residence (3 years); law enforcement agency checks (5 years); and credit check (5 years).
 - 4) **Minimum Background Investigation (MBI):** Coverage period is 5 years. Consists of a NAC (see Section 5.13(5) below), a personal Subject Interview, employment, education and degree(s) (5 years); residence (3 years); law enforcement agency checks (5 years); and credit check (5 years). Other than the subject interview, there are no source interviews conducted during this investigation.
 - 5) **National Agency Check (NAC):** Consists of records searches in the OPM Security/Suitability Investigations Index (SII); Federal Bureau of Investigation (FBI) Identification Files; FBI National Criminal History Fingerprint File; Defense

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Clearance and Investigations Index (DCII); and other sources, as necessary, to cover specific areas of a subject's background. It is an integral part of all investigations.

- 6) **National Agency Check with Inquiries (NACI):** Coverage period is 5 years. Consists of a NAC, employment checks (5 years); education checks and degrees (5 years); residence checks (3 years); law enforcement agency checks (5 years); and personal reference checks. Pursuant to the requirements of the HSPD-12, a NACI must be initiated and a favorable fingerprint check completed prior to the issuance of a Personal Identity Verification (PIV) Card.
- 7) **Single Scope Background Investigation (SSBI):** Consists of a NAC (Section 5.13(5) above), a spouse or cohabitant NAC, a personal Subject Interview, and citizenship, education, employment, residence, law enforcement, and record searches covering the most recent ten (10) years or since the 18th birthday, whichever is shorter.
- 8) **Investigation Exception:** An exception to the above investigations may be granted for contractor personnel requiring physical access to ICE facilities for short-term periods of time. A fingerprint-based criminal history check and a citizenship check are required for building access only and will be handled on a case-by-case basis.

5.14. Personnel Investigations Processing System (PIPS). A database used by OPM to manage its investigations program.

5.15. Public Trust Positions. Positions defined under 5 CFR 731 that may involve policy-making, major program responsibility, public safety and health, law enforcement duties, fiduciary responsibilities, or other duties demanding a significant degree of public trust; and positions involving access to, operation of, or control of financial records with a significant risk for causing damage or realizing personal gain.

5.16. Risk Levels Applied to Contractor and Public Trust Positions.

- 1) **Low Risk:** Positions have the potential for limited impact on the integrity and efficiency of ICE. The positions involve duties and responsibilities of limited relation to an agency or program mission.
- 2) **Moderate Risk:** Positions have the potential for moderate to serious impact on the integrity and efficiency of the service. These positions involve duties that are considerably important to the agency or program mission with significant program responsibility or delivery of service.
- 3) **High Risk:** Positions have the potential for exceptionally serious impact on the integrity and efficiency of the service. These positions involve duties that are especially critical to the agency or program mission with a broad scope of responsibility and authority.

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- 5.17. Sensitive Information.** Any information the loss, misuse, disclosure, or unauthorized access to or modification of which could adversely affect the national or homeland security interest, or the conduct of Federal programs, or the privacy to which individuals are entitled under 5 U.S.C. § 552(a), The Privacy Act of 1974, as amended, but which has not been specifically authorized under criteria by an Executive Order or an Act of Congress to be kept secret in the interests of national defense, homeland security, or foreign policy. This definition includes the following categories of information.
- 1) Protected Critical Infrastructure Information (PCII) as described in the Critical Infrastructure Information Act of 2002, 6 U.S.C. § 211-224; its implementing regulations, 6 CFR 29; or the applicable PCII Procedures Manual.
 - 2) Sensitive Security Information (SSI) as described in 49 CFR 1520.
 - 3) Sensitive But Unclassified Information (SBU) consists of any other information, which, if provided by the government to the contractor and/or contractor personnel is marked in such a way as to place a reasonable person on notice of its sensitive nature and is designated "sensitive" in accordance with subsequently adopted homeland security information handling requirements.
- 5.18. Staff-like Access.** Unescorted or unaccompanied access by contractor personnel in a manner similar to access by a Federal employee to ICE-owned or controlled facilities, information systems, security systems, or products containing SSI or SBU.
- 5.19. Standard Form 85P (SF 85P), Questionnaire for Public Trust Positions.** Used to collect information for public trust positions.
- 5.20. Standard Form 86 (SF 86), Questionnaire for National Security Positions.** Used to collect information for national security positions.
- 5.21. Suitability.** A determination based on an individual's character and/or conduct that may have an impact on the integrity and/or efficiency of the individual's employment. A suitability determination is required for all positions and is a process separate and distinct from a security determination which determines an individual's eligibility for assignment to, or retention in, a sensitive national security position.
- 5.22. Suitability Screening.** The process of determining a person's suitability for employment to work or provide services as a contractor or contractor personnel to ICE.
- 6. POLICY.** All contractor personnel positions within ICE shall be screened for suitability to ensure organizational integrity and efficiency throughout the ICE workforce. All ICE contractors, subcontractors, consultants, licensees, and grantees requiring access to classified information shall be investigated commensurate with the risk levels as described in the OPM Public Trust Designation Model or pursuant to E.O. 12829, NISP, and DHS MD 11035, ISP.

ICE Suitability Screening for Contractor Personnel

7. RESPONSIBILITIES.

- 7.1. The Office of Professional Responsibility (OPR) Director is also the designated ICE Chief Security Officer (CSO) and is responsible for administering the Personnel Security and Suitability Program.**
- 7.2. The OPR Personnel Security Unit (PSU), Unit Chief, under the direction of the ICE CSO, is responsible for implementing the minimum standards required by this Directive. These requirements are to ensure and maintain integrity in the workforce. The PSU is responsible for the following actions:**
- 1) Working with ICE program offices to develop specific procedures for incorporating contractor personnel suitability screening requirements into the procurement and contract oversight process;**
 - 2) Documenting the process by which a risk-level assessment is made;**
 - 3) Receiving and processing security forms to initiate required suitability investigations of contractor personnel;**
 - 4) Adjudicating the results of pre-employment and suitability investigations and advising the COTR and other offices on a need-to-know basis of the adjudication;**
 - 5) Conducting or arranging for additional investigation, when necessary, to resolve suitability issues;**
 - 6) Providing contractor personnel an opportunity to respond to unfavorable information developed during an investigation prior to taking any unfavorable action based on that information;**
 - 7) Notifying the COTR (or if none assigned, the CO), as appropriate, in writing to deny access to contractor personnel who are found unsuitable for access to ICE facilities, sensitive information, or IT systems;**
 - 8) Tracking suitability screening investigations and maintaining security files on contractor personnel;**
 - 9) Determining, in consultation with the Program/Project Manager or COTR (if assigned), which contracts require security investigations of contractor personnel;**
 - 10) Developing, in coordination with the Office of Acquisition (OAQ) Management, the appropriate language for inclusion in solicitations, contracts, and agreements; and**
 - 11) Coordinating, as appropriate, with the COTR (if assigned) or the CO on actions to take whenever reasonably credible information is received that appears to raise a question concerning the suitability of contractor personnel.**

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7.3. The Office of Acquisition Management and ICE Program Offices are responsible for the following:

- 1) The Program/Project Manager or originator of the procurement request is responsible for coordinating with the OAQ Management and PSU to ensure that all proposed solicitations and contracts are reviewed to determine whether contractor personnel will require access to ICE facilities, and/or sensitive IT systems;
- 2) The OAQ Management is responsible for ensuring that whenever a solicitation, contract, or agreement requires investigation of any contractor personnel, the document contains language sufficient to achieve this objective in an orderly and expeditious manner. The document shall also contain language to allow ICE to deny contractor personnel access to ICE facilities, sensitive information, or IT systems if the PSU determines the contractor personnel is unsuitable;
- 3) The OAQ Management and the Program/Project Manager are responsible for ensuring that the PSU and the COTR are notified whenever there is a change in the status (e.g., replaced, extended, defaulted, terminated, etc.) of an existing contract that makes contractor personnel subject to investigation;
- 4) The Program/Project Manager is responsible for notifying the COTR and OAQ of any reasonably credible information received that may raise a question about the suitability of any contractor personnel;
- 5) The COTR or (if none assigned) the Contracting Officer is responsible for notifying PSU of any reasonably credible information received that may raise a question about the suitability of any contractor personnel;
- 6) The Program/Project Manager is responsible for ensuring that the PSU is advised of any contracts in which access to ICE facilities, sensitive information, or IT systems will be completed in 90 days or less;
- 7) The Program/Project Manager is responsible for coordinating with the security office to establish risk levels for all positions;
- 8) The COTR or (if none is assigned) the Contracting Officer is responsible for notifying the PSU if the status of contractor personnel changes in any way; and
- 9) The Program/Project Manager is responsible for ensuring the contracting company is notified of the results of the suitability screening for individual contractor personnel.

7.4. The Office of the Chief Information Officer (OCIO) is responsible for ensuring that all IT systems acquisition documents, including existing contracts, include appropriate IT security requirements and comply with DHS and ICE IT security policies.

ICE Suitability Screening for Contractor Personnel

- 7.5. The Program/Project Manager is responsible for coordinating with the OPR PSU to determine the applicable contractor personnel suitability and security investigative requirements needed under a particular contract prior to the Contracting Officer's issuance of the solicitation prospective. This requirement applies to any proposed agreements with outside parties that could result in non-ICE personnel having access to ICE facilities, sensitive information, or IT systems.**
- 7.6. The COTR is responsible for the following:**
- 1) Ensuring that the contract company submits completed security forms and information on behalf of each of its contractor personnel (including prospective subcontract employees) subject to a security investigation as required by the applicable contract;
 - 2) Ensuring that the PSU is notified whenever contractor personnel have completed the work as required under the contract or leave their position with the contractor;
 - 3) Ensuring the forms required for investigations of contractor personnel are completed and submitted to the PSU prior to granting contractor personnel or subcontractor personnel access to ICE facilities, sensitive information, or IT systems;
 - 4) Coordinating with the Contracting Officer to ensure, at the direction of the PSU, that appropriate actions are taken to address any questions that arise regarding the suitability of any contractor personnel. Appropriate actions may include, but are not limited to, temporarily denying the contractor personnel access to ICE facilities, sensitive information, or IT systems pending resolution of the issue(s) raising a question of suitability;
 - 5) Ensuring, at the direction of the PSU, that appropriate action which may involve excluding the contractor personnel from working on any aspect of the ICE contract is taken when contractor personnel are found unsuitable for access to ICE facilities, sensitive information, or IT systems; and
 - 6) Ensuring the OPR PSU is notified when derogatory information which may affect the status of any contractor personnel is revealed, discovered, or reported.

8. PROCEDURES.

8.1. General Investigative Standard for Contractor Personnel.

- 1) Prior to commencement of any work under a contract with ICE, all contractor personnel will be evaluated for suitability for access to ICE facilities, sensitive information, and IT resources. This screening process is required for every position; is conducted by personnel security specialists; and serves to protect the interests of ICE. The type of PSI necessary under this process will be commensurate with the nature and the risk level of the positions as described in the *Investigations Matrix*

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(see attachment). ICE reserves the right to restrict contractor personnel access to ICE facilities, sensitive information, and IT systems.

- 2) A security clearance determination of whether contractor personnel should be eligible for access to classified information is a process separate and distinct from the suitability determination and is conducted in accordance with DHS MD 11035, ISP.
- 3) ICE will afford fair, impartial, and equitable treatment to all contractor personnel through the consistent application of suitability standards, criteria, and procedures as specified in applicable laws, regulations, and orders.
- 4) The minimum investigation standard for ICE contractor personnel requiring unescorted facility access on a recurring basis will be the NACI. This investigative standard will meet the requirements of HSPD-12. Prior to being given access to ICE facilities, sensitive information, or IT systems, contractor personnel must first have received a favorably adjudicated suitability determination as described in Section 8.1.1 above. The suitability determination may be conducted prior to or concurrently with a NACI investigation.
- 5) For contractor personnel processed in accordance with DHS MD 11035, ISP, the investigative standard for access to secret classified information will be an MBI. The minimum investigative standard for access to top secret classified information will be an SSBI.
- 6) Exception: An exception may be granted for contractors, subcontractors, vendors and others who do not require access to IT systems, but require temporary (less than 6 months), unescorted facility access, in which case they shall undergo a fingerprint-based criminal history records check and a citizenship check. This is considered the only exception to HSPD-12 investigative requirements.

8.2. EOD Determinations. A favorable EOD determination allows contractor personnel to commence work before the required personnel security investigation is completed. The EOD determination does not substitute for the required personnel security investigation. In addition, if contractor personnel for a High Risk IT position (for example, system administrator, programmer, hardware technician, or firewall manager) receive a favorable EOD determination, the contractor personnel may only perform duties equivalent to Moderate Risk positions until the required background investigation is completed.

8.3. Risk Assessment.

- 1) The PSU and the Program/Project Manager shall determine the risk level for each contractor personnel position. The risk level is based on an overall assessment of the damage an untrustworthy contractor personnel could cause to the efficiency and/or integrity of ICE operations. When determining risk levels, the duties of contractor personnel may be compared to those of ICE employees in similar positions.

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- 2) Contractor personnel having access to ICE facilities, IT systems, or Sensitive Information will receive an appropriate suitability screening based on the risk level of the position. See Section 5.16 above for descriptions of Risk Levels.

8.4. Adjudication Criteria. Suitability determinations are to be made in accordance with the following criteria:

- 1) Specific factors. When making a suitability determination, the following may be considered a basis for finding contractor personnel unsuitable:
 - a) Misconduct or negligence in employment;
 - b) Criminal or dishonest conduct;
 - c) Material, intentional false statement or deception, or fraud in examination or appointment;
 - d) Refusal to furnish testimony;
 - e) Alcohol abuse of a nature and duration which suggests that the contractor personnel would be prevented from performing the duties of the position in question, or would constitute a direct threat to the property or safety of others;
 - f) Illegal use of narcotics, drugs, or other controlled substances, without evidence of substantial rehabilitation;
 - g) Knowing and willful engagement in acts or activities designed to overthrow the U.S. Government by force; and/or
 - h) Any statutory or regulatory bar which prevents the lawful employment of the contractor personnel involved in the position in question.
- 2) Additional considerations. In making a suitability determination, ICE shall consider the following additional considerations to the extent OPR PSU deems them pertinent to the individual case:
 - a) The nature of the position for which contract personnel are applying or are employed;
 - b) The nature and seriousness of the conduct;
 - c) The circumstances surrounding the conduct;
 - d) The recency of the conduct;
 - e) The age at the time of the conduct;

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- f) The contributing societal conditions; and/or
 - g) The absence or presence of rehabilitation or efforts toward rehabilitation.
- 3) A contractor personnel's eligibility may be cancelled or they may be denied employment or removed if there is an unsuitability determination.

8.5. Citizenship and Residency Requirements.

- 1) Only U.S. citizens are eligible for employment on contracts requiring access to ICE IT systems or involvement in the development, operation, or management of ICE IT systems, unless an exception is granted in accordance with the procedures set forth in section 8.10 (2) of this directive. Exceptions to this policy must be obtained for any non-U.S. citizens, including Foreign Nationals (FN's) and Foreign Service Nationals (FSN's) for whom access to ICE or DHS systems is needed. Lawful permanent residents are not U.S. citizens.
- 2) Any contractor personnel who has resided outside of the United States for more than two of the last five years preceding their employment with ICE, must provide ICE with references, all of whom must be U.S. citizens, who can verify her or his reportable activities (for example, places of residence, educational institutions attended, etc.) outside the United States during this period. Sufficient information must be available to permit an investigation to be conducted to the same standard as would be required if the contractor personnel resided within the United States or the contractor personnel will be ineligible to work on the contract. Exceptions to the residency requirement may be made if the contractor personnel work or worked for the United States overseas in a Federal or Military capacity or was a dependent of a Federal or Military employee serving overseas during the period in question.

8.6. Retroactive Effect.

- 1) Contractor personnel who have been investigated and approved by ICE prior to the issuance of this Directive, but whose investigation is not commensurate with the risk level indicated in the "Investigations Matrix" (see attachment), must be scheduled for an updated investigation not later than twelve (12) months after the issuance of this Directive. Such contractor personnel are eligible to maintain access for one (1) year or less provided performance is under the existing contract (to include exercise of options) and the risk-level of the assigned position does not change.
 - a) These contractor personnel cannot perform work under a different contract or at a different risk level when performing under the same contract until the investigative requirements set forth in the "Investigations Matrix" (see attachment) are met.
 - b) After a re-compete and award on the same contract, contractor personnel must meet the required background investigation standards as set forth in the

ICE Suitability Screening for Contractor Personnel

Investigations Matrix (see attachment) that is commensurate with the risk level of their position.

- 2) Contractor personnel currently working on an ICE contract who have not been investigated prior to the issuance of this Directive must meet the investigative standard. The required personnel security investigation on these individuals must be scheduled not later than six months after issuance of this Directive. Contractor personnel may continue to work while the investigation is in process.
- 3) Lawful permanent residents who have been investigated and approved by ICE prior to the issuance of this Directive to work on unclassified contracts that involve access to or assisting in the development, operation, management, or maintenance of ICE IT systems may remain in the present position. However, they are not eligible to (1) transfer between contracts; (2) transfer to another position at a higher risk level; or (3) remain on a contract after a re-compete and award unless a waiver is granted in accordance with Section 8.10.

8.7. Reinvestigations. Contractor personnel in High Risk positions will be reinvestigated every 5 years or more frequently as circumstances warrant. Contractor personnel in Moderate or Low Risk positions are required to be reinvestigated every 10 years, unless specific derogatory information is received that would warrant an earlier reinvestigation.

8.8. Standards for Using Previous Investigations. Whenever practical, ICE will use previous investigations conducted by DHS components to reduce the number of investigation requests, associated costs, and unnecessary delays.

- 1) ICE will use previous investigations conducted at the same risk levels, subject to the 5-year and 10-year reinvestigation requirements, by other DHS components with appropriate updates to documentation on file for transfers within DHS. Previous investigations will be obtained and/or reviewed in conjunction with other appropriate checks to make a suitability decision for employment. If the investigation is unavailable for review, a new and appropriate investigation will be completed.
- 2) Any investigation conducted by or for another Federal agency on a contractor that is of the same or higher type and scope as the one required is sufficient to meet the investigative requirements if it was conducted within the past 5 years. The investigation will be obtained and/or reviewed in conjunction with pre-employment checks to make a suitability decision for employment. If that investigation is unavailable, new security forms will be obtained, preliminary checks will be completed and a new and appropriate investigation will be completed.

8.9. Adverse Information and Revocation of Access.

- 1) When adverse information is uncovered in the course of an investigation, the scope of the inquiry will normally be expanded to the extent necessary to obtain such additional information as may be required to determine whether the contractor's

ICE Suitability Screening for Contractor Personnel

personnel may be granted unescorted access to ICE facilities and/or sensitive information.

- 2) Contractor personnel on whom unfavorable or derogatory information has been uncovered must be presented with the information and offered an opportunity to refute, explain, clarify, or mitigate the information in question. If a determination of ineligibility is made, the individual will be formally notified and informed of the reason(s).
- 3) Adverse information may not be disclosed to the employer of the contractor personnel. When a final determination has been made, the employer shall be informed, simultaneously with notification to the affected individual, that the contractor personnel is ineligible to render services or otherwise perform under the contract.

8.10. Waivers and Exceptions.

- 1) Operational, physical, or unforeseen circumstances may prevent or preclude the implementation in a timely manner of some of the requirements of this Directive. In such cases a waiver or exception to the stated requirements may be requested. The waiver or exception request must be in writing and addressed to the ICE Chief Security Officer (CSO) and identify a compelling reason for issuance of a waiver or exception. Access will not be granted under the waiver or exception process until the waiver or exception is approved by the ICE CSO.
- 2) Exceptions to the U.S. citizenship requirement noted in section 8.5 (1) of this directive are treated separately from standard exceptions and waivers. Since access for foreign nationals is normally a long-term commitment, citizenship exceptions may only be granted by the Assistant Secretary or their designee, with the concurrence of both the DHS CSO and DHS CIO or their designees. In order for the exception to be granted:
 - a) The individual must be either a Lawful Permanent Resident of the United States or a citizen of any nation on the Allied Nations List maintained by the Department of State.
 - b) All required security forms specified by DHS and any necessary background check must be satisfactorily completed.
 - c) There must be a compelling reason for using the individual as opposed to a U.S. citizen.
 - d) The exception must be in the best interest of DHS.

Requests for exceptions must be in writing utilizing Attachment J of the DHS 4300A Sensitive Systems Handbook.

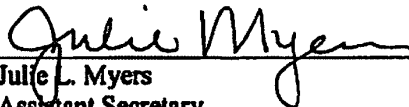
ICE Suitability Screening for Contractor Personnel

3) Requests for waivers or exceptions to any other requirement set forth herein, to include surge support and resource issues, must be submitted in writing to the ICE CSO. Waiver or exception requests must include a justification and will be considered on a case-by-case basis.

9. **ATTACHMENT.** Investigations Matrix.

10. **NO PRIVACY RIGHT STATEMENT.** This Directive is an internal policy statement of ICE. It is not intended to, and does not create any rights, privileges, or benefits, substantive or procedural, enforceable by any party against the United States; its departments, agencies, or other entities; its officers or employees; or any other person.

Approved:


Julie L. Myers
Assistant Secretary
U.S. Immigration and Customs Enforcement

ICE Suitability Screening for Contractor Personnel

**ATTACHMENT
Investigations Matrix**

RISK LEVEL	SECURITY FORMS REQUIRED	TYPE OF INVESTIGATION REQUIRED		PRELIMINARY CHECKS REQUIRED FOR EOD DETERMINATION	
		IT Positions	Non-IT Positions	IT Positions	Non-IT Positions
HIGH	-SF 85P -FD 258 -Credit Release Form -SF 85P-S ¹ -OF 306	Background Investigation (BI) ²	Background Investigation (BI)	Favorable Review of Forms Favorable fingerprint & credit Scheduling of the BI <i>(Only eligible for access to the Moderate Risk Level)</i>	Favorable Review of Forms Favorable fingerprint & credit Submission of the BI
		Minimum Background Investigation (MBI)	Minimum Background Investigation (MBI)	Favorable Review of Forms Favorable fingerprint & credit Scheduling of the MBI	Favorable Review of Forms Favorable fingerprint & credit Submission of MBI
LOW ³	-SF-85P -FD-258 -Credit Release Form -OF 306	Not applicable No IT positions are "Low Risk"	NACI Favorable Review of Forms Fingerprint and Name Check	Not applicable No IT positions are "Low Risk"	Favorable Review of Forms Favorable fingerprint & credit Submission of NACI ³

¹ Only Weapons-Carrying Contract Guards must complete the SF 85P-S in addition to SF 85P.

² IT Positions or detail assignments that require access to Sensitive But Unclassified information or Law Enforcement Sensitive Information, i.e. TECS.

³ NACI must be initiated and a favorable fingerprint check completed prior to the issuance of a DHS Personal Identity Verification (PIV) Card.

ICE Suitability Screening for Contractor Personnel

READ THIS BEFORE COMPLETING THE BACKGROUND INVESTIGATION FORMS INCLUDED IN THIS PACKET

15CCEPM18D-00001

Office of Professional Responsibility
U.S. Department of Homeland Security
24000 Avila Road, Room 5260
Laguna Niguel CA 92677



**U.S. Immigration
and Customs
Enforcement**

Dear Applicant:

The U. S. Immigration and Customs Enforcement (ICE) used the Electronic Questionnaire for Investigations Processing (e-QIP), in lieu of paper versions of the SF-86, Questionnaire for National Security Positions and SF-85P, Questionnaire for Public Trust Positions. The e-QIP System is a web-based automated system that allows applicants to electronically enter, update, and transmit their personal investigative data over a secure Internet connection to the ICE Personnel Security Unit.

We request that you go to the following OPM-IS website: www.opm.gov/e-qip to enter the Electronic Questionnaires for Investigations Processing (e-QIP) Gateway. Please note that e-QIP is not compatible with MacIntosh computers. Also, it is recommended you download Adobe Acrobat Reader 7.0 to avoid printing problems. Once you have entered the e-QIP website, please read the "Quick Reference Guide for the Applicant," prior to proceeding further. Once you finish reading the quick reference guide, go to the e-QIP Applicant Site and follow the prompts.

The prompts will ask you to answer the following three (3) default Golden Questions:

- 1) What is your LAST name?
- 2) In what four-digit YEAR were you born?
- 3) In what CITY were you born? **Enter "Unknown" as the answer to the question "In what city were you born".**

***NOTE:** If you previously completed the e-QIP version of the SF-86 or SF-85P, you will be prompted to answer the Golden Questions that you previously selected. If you do not remember the answers to these questions, you must contact the ICE Personnel Security Unit (ICE PSU) to have your Golden Questions reset. The ICE-PSU may be contacted via email or phone (ICE-Personnel-Security@dhs.gov / 866-731-5039). It is strongly recommended that you change your golden questions and answers to combinations that only you know.*

Note: National Security Directive 63 requires ten (10) years of information for the following questions on the Standard Form (SF) 86, "Questionnaire for National Security Positions."

9. Where You Have Lived
10. Where You Went To School
11. Your Employment Activities
22. Your Employment Record
23. Your Police Record
24. Public Record Civil Court Action

Once you have completed the electronic SF-86 or SF-85P, you will need to verify the information by clicking the "Certify" button. This step certifies that you have provided correct and accurate information. After you have certified the information, you will be able to print a copy. You are required to provide 2 sets of the completed electronic form to the ICE PSU. We recommend you print a copy to retain for your own records. You MUST print, sign, and date the Signature Form, Authorization for Release of Information, and Authorization for Release of Medical Information. If you do not provide 2 complete sets, including the signature and release forms, to the ICE PSU, your package will be rejected and you will have to reenter the information online and resubmit. In addition to completing the electronic SF-86 or SF-85P, you MUST complete and submit the following:

DHS 11000-9 Credit Disclosure
Foreign National Relative and Associate Statement
Optional Form 306, Declaration of Federal Employment
FD 258 Fingerprint Charts (2)

Your background investigation cannot be initiated without all required forms to include the fingerprint charts. You must be fingerprinted by an authorized fingerprinting official using the required fingerprint charts. If you are located in the Washington, D.C. area, you may be fingerprinted in the Fingerprint & ID Unit at the Chester A. Arthur Building (CAB), 425 I Street, NW, Monday through Friday between 8AM and 3PM. No appointment is necessary. The required fingerprint charts, included in your package, are also available at the CAB. Some local police departments also provide fingerprinting services.

Please complete the electronic form within 5 days. Complete packages must be received in this office within 10 days of completing the electronic SF-86 or SF-85P. After completing all required forms (electronic and paper) to include the fingerprint charts, coordinate submission of the complete package with your contract company and your responsible ICE Contracting Officer's Technical Representative/Contracting Officer's Representative (COTR/COR). If you fail to go online and/or fail to submit a complete package in a timely manner, ICE may discontinue processing without further notice. You will then need to coordinate with your Contract Company and COTR/COR regarding the possibility of further consideration.

Congratulations on your selection! We are looking forward to you becoming a productive member of the ICE Team.

Theresa Creagh
Supervisory Personnel Security Specialist
Personnel Security Unit



Version 1.07

e-QIP Checklist

Please complete each step below before submitting your e-QIP forms!

Setup Steps

- IBM Compatible Computer
- Need Adobe Acrobat 7.0
- Enable Web Browser & TLS 1.0

Helpful Hints/Actions

MacIntosh is not compatible
 Download at www.adobe.com
 Refer to e-QIP Quick Reference Guide

STEP 1 - e-QIP Navigation

- Log on to www.opm.gov/e-qip.
 - o Click on Enter e-QIP applicant site
 - o A "browser checker" will test your computer's compatibility.
 - o You will be prompted to change the TLS settings, if necessary.
 - o If you are ready to proceed, click "Continue."
- Enter your social security number and click "submit".
- Single click on box that states: "Allow me to see my Golden Answers as I type them."
 - o If you change your Golden Questions, make sure that you can remember the answers to those questions.
- Enter golden questions:

<ul style="list-style-type: none"> o In what city were you born? o What is your last name? o In what year were you born? 	Answer golden questions: *Enter: Unknown Make sure first letter is Capitalized Enter: Four-digit year: _ _ _ _
---	--

**If you tried entering unknown and you get an error message, then enter in your actual city of birth.*

If you do not remember the answers to these questions, you must contact our office to have your Golden Questions reset.

If you previously completed the e-QIP version of the SF-86 form, you will be prompted to answer the Golden Questions that you selected previously.

STEP 2 - Data Entry

- Enter data and save
 - o If you receive errors or warnings, check for the following:
 - Look for gaps and/or missing information, and then make additions or corrections.
 - Other problems – see Quick Reference Guide

STEP 3 - Validate, Review & Certify

- **Validate and review**
 - Use navigation pull-down menu and select validate, review and certify.
 - Correct all errors at this point (if any).
 - Select GO.
- **Certify**
 - Single click "Certify Investigation Request" button.

STEP 4 - Certify My Answers are True

- **Certify My Answers are True**
 - Go to navigation menu, select "Certify That My Answers Are True"
 - Click GO. (This locks your answers)

STEP 5 - Display & Print

- Step One: Display archival copy
- Step Two: Print 3 sets of the archival copy
- Step Three: Display the signature forms
- Step Four: Print 3 copies of the signature forms, then sign and date the forms

STEP 6 - Release to Agency

- Click button to "Release Request/Transmit to Agency"

You will not be able to access e-QIP after this point, and your golden questions will change to invalid questions.

STEP 7 - Send Forms to Agency

- Send required number of copies (review letter for number of copies you need to submit) of your e-QIP archival Copy and signature forms (signed and dated) with your other pre-employment forms to the Office of Professional Responsibility, Personnel Security Unit, Laguna Niguel CA .

For technical support: Refer to the e-QIP Quick Reference Guide first, then for computer technical problems only, call the OPM Help Line: 1-866-631-3019.

ELECTRONIC QUESTIONNAIRES FOR INVESTIGATIONS PROCESSING



*
QUICK REFERENCE GUIDE FOR THE APPLICANT



U.S. Immigration and Customs Enforcement (ICE)
Office of Professional Responsibility
Personnel Security Unit

Questions? Please contact:

Department of Homeland Security
U.S Immigration and Customs Enforcement
1-866-731-5039
E-mail: ICE-Personnel-Security@dhs.gov

Web Browser Requirements

If using Microsoft Internet Explorer (IE), you must have version 5.5 or later, with Service Pack 2. Internet Options for IE should be set as follows:

- **Enable JavaScript**
- **Enable Cookies**
- **Enable Scripting**
- **Enable TLS 1.0** (this option is disabled by default.).

To enable TLS 1.0 in IE, on the top menu:

- Select **TOOLS**
- Select **INTERNET OPTIONS**
- Select the tab labeled **ADVANCED**
- Scroll down to the section labeled **SECURITY**
- Check the box to enable **TLS 1.0**
- Click the **OK** button to save

If using AOL, open a separate window in IE (outside AOL) and set TLS 1.0 following the instructions above; or directly within AOL, go to the top menu in AOL, then:

- Select **SAFETY**
- Select **SETTINGS**
- Select **INTERNET PROPERTIES**
- Under **RELATED SETTINGS**, select **INTERNET EXPLORER SETTINGS**, then the **ADVANCED** tab
- Scroll down to **SECURITY**
- Check **TLS 1.0**
- Click the **APPLY** and **OK** buttons
- Click **SAVE** in the AOL Browser Settings box

If you are using Mozilla, you must have at least version 0.9.4. Although security settings may already be defaulted to the proper values, you should verify so by following this process:

- Select **EDIT**
- Select **PREFERENCES**
- Select **PRIVACY AND SECURITY**
- Select **SSL**
- Under **SSL Protocol Versions**, enable **SSL VERSION 2**, **SSL VERSION 3**, and **TLS**

Mozilla users must also verify that they are enabled to use cookies. To do so, go to your browser's toolbar and verify in the following order:

- Select **EDIT**
- Select **PREFERNCES**
- Select **PRIVACY AND SECURITY**
- Select **COOKIES**
- Ensure that either **ENABLE COOKIES FOR THE ORIGINATING WEBSITE ONLY** or **ENABLE ALL COOKIES** is checked

e-QIP is also compatible with Netscape Navigator, version 6.1 or later. If you are using JAWS screen-reading software, please note that JAWS requires the use of Internet Explorer, version 5.5 or later.

Getting Started

1. Start your internet browser and enter the following URL website address: www.opm.gov/e-qip/
2. The e-QIP Gateway Page will appear. Scroll down and click the link labeled **e-QIP APPLICANT SITE**.
3. A "browser checker" utility will automatically run and test your computer for e-QIP compatibility. Click the **CONTINUE** button to proceed to the application. (If after doing so you receive the error message "Page Cannot Be Displayed," please follow the previous instructions to enable TLS 1.0.)
4. A Security Alert box will appear, asking "Do you want to proceed?" Click the **YES** button with the mouse, or type <CTRL Y> to continue.
5. The e-QIP Welcome Screen will appear. Enter your Social Security Number in the text entry boxes, and click the **SUBMIT** button to login to the e-QIP applicant site.

6. Answer the three (3) default Golden Questions and then you may create new Golden Questions and Answers on the next page (please see the applicable section inside this brochure for further information).
7. Click the highlighted link that says: Enter Your Data.
8. Complete the SF-86 questions and save as instructed. Validation of your data will occur after every screen save.
9. Be sure to CERTIFY/SUBMIT your form when your form is complete.
10. Print out the release forms and certification for your signature. These signature forms need to be returned to your hiring agency. You may also print out an archival copy for your own records. (If you are having difficulty opening the forms to print, right click on the link, choose SAVE AS, and then save the file on your computer. Open up the Adobe Acrobat reader program separately in its own window (not through Internet Explorer), and then open the file you saved in order to print it out.

Choosing Your Golden Questions/Answers

It is YOUR RESPONSIBILITY to provide and remember Golden Questions unique to you. Golden Questions enable e-QIP to verify your identity. Create a combination of Golden Questions that only you can know the correct answers to in order to assure that no one can attempt to impersonate you on the e-QIP system. Please carefully consider who else may possibly know the answer to each possible Golden Question you enter. Please remember that it may be 5 years before you return to the e-QIP system for a future reinvestigation.

Entering Your Golden Questions/Answers

After you have selected your set of Golden Questions/Answers, enter each Question under a "Question" header and enter the corresponding Answer under the "Answer" block directly under that question. You must provide a non-blank answer for each question you provide, and vice versa. You must provide three Golden Questions.

It is *your responsibility* to protect the answers to your Golden Questions. Golden Answers are your "password" to the e-QIP system. The text entry fields for Golden Answers are not password protected to allow for more accurate entry of your answers. Asterisks automatically mask Golden Answers, but if you choose, you can view your answers while typing them by clicking the ALLOW ME TO SEE MY GOLDEN ANSWERS checkbox. Do not allow someone to see your computer screen while your answers are on the screen. If someone acquires your answers, they will be able to logon to the e-QIP system under your identity, allowing them to access your personal data.

Entering Your Data

First Time Data Entry: Prior to entering data for the first time, read the instructions on the "Form Completion Instructions" screen. Indicate that you have read and understand the document by clicking the corresponding button. You will then be shown a disclaimer screen that provides additional instructions required by Executive Order 12968. You will need to indicate that you have read and understand the additional instructions by clicking the corresponding button.

Question Navigation: You may use the Navigation pull-down menu to go to any question, in any order by selecting the item and clicking GO. The navigation menu is located in the top right-hand corner of the screen.

Errors and Warnings: After clicking SAVE, if the system displays the same screen with "Validation Results" listed at the top, you must correct the data you have just entered. You will only get validation messages if you have not answered a question appropriately.

For validation "Error" messages, you may correct your data by scrolling to the appropriate field and editing. After making corrections, click the SAVE button at the bottom of this page to save your changes.

For validation "Warning" messages, you may either provide the requested information or click the EXPLAIN button next to the message to explain why the information cannot be supplied. Upon clicking EXPLAIN you may provide an explanation in the text field or check the box labeled I DO NOT KNOW THE REQUESTED INFORMATION.

After choosing an action, click the SAVE button to save your changes.

For validation "Error" and "Warning" messages, you may also choose to click the SAVE/CONTINUE button. If you click SAVE/CONTINUE, you may advance to the next question screen and correct the information at a later time prior to the final submission of your form. If you make a mistake and want to start over on a given screen, click on the RESET THIS SCREEN button at any time prior to clicking the SAVE button. When you are finished and ready to proceed, click the SAVE button. Upon clicking SAVE, your information will be submitted and you will proceed to the next screen.

Displaying Your Data

When you are ready to display and/or print your SF-86 information that has been entered into e-QIP, select the "Display" command from the top banner (located in the upper left-hand corner). By selecting "Display", a new browser window will appear using Adobe Acrobat Reader. This window will generate a .PDF file which will display on the screen all the data that has been entered up to that point. If desired, you can print the displayed data by first selecting FILE, and then PRINT from the new browser window. You can also save a copy of the displayed data to your own floppy disk. To do so, click on the floppy disk icon to save the file. If you are having difficulty printing your forms, please see the instructions outlined in the "Getting Started" section of this brochure.

Validating Your Data

Although the e-QIP system will automatically validate your data after every screen save, you may also do a manual validation. To do so, go to the navigation pull-down menu and select **VALIDATE, REVIEW, AND CERTIFY**, then select **GO** to the right of the pull-down menu, and the system will take you to that screen. The validation results may show errors that need to be corrected. Read the validation results and the associated errors. To correct your answers, use the navigation pull-down menu to go to the question that needs to be edited, make the necessary changes, and click the **SAVE** button.

Listing Expected Attachments

You should create a list of attachments that you expect to provide to your employing agency. Everyone will have a standard set of attachments such as the SF-86 General Release form, resume, OF 306, etc. There may be additional attachments depending on what position you are applying for. Ask your agency if you are not sure what attachments you are required to provide.

To create your list of expected attachments, go to the navigation pull-down menu and select **EXPECTED ATTACHMENTS**. Then select **GO** to the right of the pull-down menu, and the system will take you to that screen. (You will be shown this automatically if you complete your SF-86 form in sequence. If you choose to skip from question to question, you will need to select this command manually.)

This screen allows you to create, delete, and/or edit a list of expected attachments that you will send with your request. Please write your Social Security Number on every piece of paper that you plan to give to your employing agency. You may either mail, drop off, or fax your attachments to your agency, along with your signature forms.

Certifying Your Data

When you have completed all the questions on the SF-86 and are ready to submit, select the **CERTIFY THAT MY ANSWERS ARE TRUE** command from the navigation menu at the top of the screen and click on **GO**. Ensure that you have completely entered your data, validated your data for errors, and reviewed your data for correctness. Follow the instructions on the "Certify" screen.

Certify that the answers you provided on the questionnaire are correct and accurate. After certification, your answers to the questionnaire will be locked and unavailable for editing. Select **DISPLAY** in the upper-left hand corner of the screen to generate a .PDF printable copy of your SF-86 data, release forms, and certification statement. Your computer must have Adobe Acrobat in order to view a .PDF file; this free software download is available at: www.adobe.com/products/acrobat/readstep2.html

You are required to print the release form(s) and the certification statement. If you do not have a printer, you should consult your agency and ask for assistance. After printing, please sign them (preferably in black ink) and return the originals to your agency.

After you have successfully certified your form and released it to your agency, you cannot change your data. However, the next time you need access to e-QIP, such as for a future reinvestigation, most of your data will repopulate the e-QIP form, eliminating the need to reenter all of your data.

**ADDENDUM TO REVISED FORM 86 –
“QUESTIONNAIRE FOR NATIONAL SECURITY
POSITIONS”**

Some of the questions on the revised SF-86 specify a time frame, or investigative scope of seven (7) years. This time frame is not consistent with the National Security Directive (NSD) 63, “Single Scope Background Investigations”, dated October 21, 1991. Accordingly, the Office of Personnel Management has issued interim instructions that require a ten (10) year time frame for specific questions on the SF-86 for those cases in which the form is being completed for a single scope background investigation (SBI).

The following questions on the revised SF-86 should be answered with a ten (10) year time frame for the case to meet the NSC 63 standards:

- 9 Residences
- 10 Schools
- 11 Employment
- 12 References
- 21 Medical
- 22 Discharges
- 23 Police Record
- 29 Court Actions

* * * * *

I acknowledge that I have read and understand that some questions on the SF-86 specify a time frame of seven (7) years, which is not consistent with the NSC 63 Standards for Single Scope Background Investigations. Accordingly, the specified questions on this addendum are to be answered with a ten (10) year time frame to meet the NSC 63 Standards.

Declaration for Federal Employment

HSCEDM-10-D-00001
Form Approved
OMB No. 3206-0182

Instructions

The information collected on this form is used to determine your acceptability for Federal and Federal contract employment and your enrollment status in the Government's Life Insurance program. You may be asked to complete this form at any time during the hiring process. Follow instructions that the agency provides. If you are selected, before you are appointed you will be asked to update your responses on this form and on other materials submitted during the application process and then to recertify that your answers are true.

All your answers must be truthful and complete. A false statement on any part of this declaration or attached forms or sheets may be grounds for not hiring you, or for firing you after you begin work. Also, you may be punished by a fine or imprisonment (U.S. Code, title 18, section 1001).

Either type your responses on this form or print clearly in dark ink. If you need additional space, attach letter-size sheets (8.5" X 11"). Include your name, Social Security Number, and item number on each sheet. We recommend that you keep a photocopy of your completed form for your records.

Privacy Act Statement

The Office of Personnel Management is authorized to request this information under sections 1302, 3301, 3304, 3328, and 8716 of title 5, U. S. Code. Section 1104 of title 5 allows the Office of Personnel Management to delegate personnel management functions to other Federal agencies. If necessary, and usually in conjunction with another form or forms, this form may be used in conducting an investigation to determine your suitability or your ability to hold a security clearance, and it may be disclosed to authorized officials making similar, subsequent determinations.

Your Social Security Number (SSN) is needed to keep our records accurate, because other people may have the same name and birth date. Public Law 104-134 (April 26, 1986) asks Federal agencies to use this number to help identify individuals in agency records. Giving us your SSN or any other information is voluntary. However, if you do not give us your SSN or any other information requested, we cannot process your application. Incomplete addresses and ZIP Codes may also slow processing.

ROUTINE USES: Any disclosure of this record or information in this record is in accordance with routine uses found in System Notice OPM/GOVT-1, General Personnel Records. This system allows disclosure of information to: training facilities; organizations deciding claims for retirement, insurance, unemployment, or health benefits; officials in litigation or administrative proceedings where the Government is a party; law enforcement agencies concerning a violation of law or regulation; Federal agencies for statistical reports and studies; officials of labor organizations recognized by law in connection with representation of employees; Federal agencies or other sources requesting information for Federal agencies in connection with hiring or retaining, security clearance, security or suitability investigations, classifying jobs, contracting, or issuing licenses, grants, or other benefits; public and private organizations, including news media, which grant or publicize employee recognitions and awards; the Merit Systems Protection Board, the Office of Special Counsel, the Equal Employment Opportunity Commission, the Federal Labor Relations Authority, the National Archives and Records Administration, and Congressional offices in connection with their official functions; prospective non-Federal employers concerning tenure of employment, civil service status, length of service, and the date and nature of action for separation as shown on the SF 50 (or authorized exception) of a specifically identified individual; requesting organizations or individuals concerning the home address and other relevant information on those who might have contracted an illness or been exposed to a health hazard; authorized Federal and non-Federal agencies for use in computer matching; spouses or dependent children asking whether the employee has changed from a self-and-family to a self-only health benefits enrollment; individuals working on a contract, service, grant, cooperative agreement, or job for the Federal government; non-agency members of an agency's performance or other panel; and agency-appointed representatives of employees concerning information issued to the employees about fitness-for-duty or agency-filed disability retirement procedures.

Public Burden Statement

Public burden reporting for this collection of information is estimated to vary from 5 to 30 minutes with an average of 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of the collection of information, including suggestions for reducing this burden, to the U.S. Office of Personnel Management, Reports and Forms Manager (3206-0182), Washington, DC 20415-7900. The OMB number, 3206-0182, is valid. OPM may not collect this information, and you are not required to respond, unless this number is displayed.

U.S. Office of Personnel Management
5 U.S.C. 1302, 3301, 3304, 3328 & 8716

NSN 7540-01-368-7775

Optional Form 306
Revised January 2001
Previous editions obsolete and unusable

Attachment 7 - E-QIP Instructions and Forms

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Declaration for Federal Employment

HSCEDM-10-D-00001
Form Approved
OMB No 3208-0182

GENERAL INFORMATION

1. FULL NAME (First, middle, last) ◆	2. SOCIAL SECURITY NUMBER ◆
3. PLACE OF BIRTH (Include city and state or country) ◆	4. DATE OF BIRTH (MM/DD/YYYY) ◆
5. OTHER NAMES EVER USED (For example, maiden name, nickname, etc) ◆ ◆	6. PHONE NUMBERS (Include area codes) Day ◆ Night ◆

Selective Service Registration

If you are a male born after December 31, 1959, and are at least 18 years of age, civil service employment law (5 U.S.C. 3328) requires that you must register with the Selective Service System, unless you meet certain exemptions.

- 7a. Are you a male born after December 31, 1959? YES NO *If "NO" skip 7b and 7c. If "YES" go to 7b.*
- 7b. Have you registered with the Selective Service System? YES NO *If "NO" go to 7c.*
- 7c. If "NO," describe your reason(s) in item #16.

Military Service

8. Have you ever served in the United States military? YES *Provide information below* NO
If you answered "YES," list the branch, dates, and type of discharge for all active duty.
If your only active duty was training in the Reserves or National Guard, answer "NO."

Branch	From (MM/YYYY)	To (MM/YYYY)	Type of Discharge

Background Information

For all questions, provide all additional requested information under item 16 or on attached sheets. The circumstances of each event you list will be considered. However, in most cases you can still be considered for Federal jobs.

For questions 9, 10, and 11, your answers should include convictions resulting from a plea of *nolo contendere* (no contest), but omit (1) traffic fines of \$300 or less, (2) any violation of law committed before your 16th birthday, (3) any violation of law committed before your 18th birthday if finally decided in juvenile court or under a Youth Offender law, (4) any conviction set aside under the Federal Youth Corrections Act or similar state law, and (5) any conviction for which the record was expunged under Federal or state law.

9. During the last 10 years, have you been convicted, been imprisoned, been on probation, or been on parole? (Includes felonies, firearms or explosives violations, misdemeanors, and all other offenses.) <i>If "YES," use item 16 to provide the date, explanation of the violation, place of occurrence, and the name and address of the police department or court involved.</i>	YES	NO
	<input type="checkbox"/>	<input type="checkbox"/>
10. Have you been convicted by a military court-martial in the past 10 years? (If no military service, answer "NO.") <i>If "YES," use item 16 to provide the date, explanation of the violation, place of occurrence, and the name and address of the military authority or court involved.</i>	YES	NO
	<input type="checkbox"/>	<input type="checkbox"/>
11. Are you now under charges for any violation of law? <i>If "YES," use item 16 to provide the date, explanation of the violation, place of occurrence, and the name and address of the police department or court involved.</i>	YES	NO
	<input type="checkbox"/>	<input type="checkbox"/>
12. During the last 5 years, have you been fired from any job for any reason, did you quit after being told that you would be fired, did you leave any job by mutual agreement because of specific problems, or were you debarred from Federal employment by the Office of Personnel Management or any other Federal agency? <i>If "YES," use item 16 to provide the date, an explanation of the problem, reason for leaving, and the employer's name and address.</i>	YES	NO
	<input type="checkbox"/>	<input type="checkbox"/>
13. Are you delinquent on any Federal debt? (Includes delinquencies arising from Federal taxes, loans, overpayment of benefits, and other debts to the U.S. Government, plus defaults of Federally guaranteed or insured loans such as student and home mortgage loans.) <i>If "YES," use item 16 to provide the type, length, and amount of the delinquency or default, and steps that you are taking to correct the error or repay the debt.</i>	YES	NO
	<input type="checkbox"/>	<input type="checkbox"/>

U.S. Office of Personnel Management
5 U.S.C. 1302, 3301, 3304, 3328 & 8718

NSN 7540-01-368-7775

Optional Form 306
Revised January 2001
Previous editions obsolete and unusable
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Attachment 7 - E-QIP Instructions and Forms

Declaration for Federal Employment

HSCEDM-10-D-00001

Form Approved:
OMB No. 3208-0182

Additional Questions

14. Do any of your relatives work for the agency or government organization to which you are submitting this form? (Include: father, mother, husband, wife, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, and half sister.) If "YES," use item 16 to provide the relative's name, relationship, and the department, agency, or branch of the Armed Forces for which your relative works.
- YES NO
15. Do you receive, or have you ever applied for, retirement pay, pension, or other retired pay based on military, Federal civilian, or District of Columbia Government service?
- YES NO

Continuation Space / Agency Optional Questions

16. Provide details requested in items 7 through 15 and 18c in the space below or on attached sheets. Be sure to identify attached sheets with your name, Social Security Number, and item number, and to include ZIP Codes in all addresses. If any questions are printed below, please answer as instructed (these questions are specific to your position and your agency is authorized to ask them).

Certifications / Additional Questions

APPLICANT: If you are applying for a position and have not yet been selected, carefully review your answers on this form and any attached sheets. When this form and all attached materials are accurate, read item 17, and complete 17a.

APPOINTEE: If you are being appointed, carefully review your answers on this form and any attached sheets, including any other application materials that your agency has attached to this form. If any information requires correction to be accurate as of the date you are signing, make changes on this form or the attachments and/or provide updated information on additional sheets, initialing and dating all changes and additions. When this form and all attached materials are accurate, read item 17, complete 17b, read 18, and answer 18a, 18b, and 18c as appropriate.

17. I certify that, to the best of my knowledge and belief, all of the information on and attached to this Declaration for Federal Employment, including any attached application materials, is true, correct, complete, and made in good faith. I understand that a false or fraudulent answer to any question or item on any part of this declaration or its attachments may be grounds for not hiring me, or for firing me after I begin work, and may be punishable by fine or imprisonment. I understand that any information I give may be investigated for purposes of determining eligibility for Federal employment as allowed by law or Presidential order. I consent to the release of information about my ability and fitness for Federal employment by employers, schools, law enforcement agencies, and other individuals and organizations to investigators, personnel specialists, and other authorized employees or representatives of the Federal Government. I understand that for financial or lending institutions, medical institutions, hospitals, health care professionals, and some other sources of information, a separate specific release may be needed, and I may be contacted for such a release at a later date.

17a. Applicant's Signature: _____ Date _____
(Sign in ink)

Appointing Officer:
Enter Date of Appointment or Conversion
MM / DD / YYYY

17b. Appointee's Signature: _____ Date _____
(Sign in ink)

18. **Appointee (Only respond if you have been employed by the Federal Government before):** Your elections of life insurance during previous Federal employment may affect your eligibility for life insurance during your new appointment. These questions are asked to help your personnel office make a correct determination.

18a. When did you leave your last Federal job? DATE: MM / DD / YYYY

18b. When you worked for the Federal Government the last time, did you waive Basic Life Insurance or any type of optional life insurance?

YES NO Do Not Know

18c. If you answered "YES" to item 18b, did you later cancel the waiver(s)? If your answer to item 18c is "NO," use item 16 to identify the type(s) of insurance for which waivers were not canceled.

YES NO Do Not Know

U.S. Office of Personnel Management
5 U.S.C. 1302, 3301, 3304, 3328 & 8718

NSN 7540-01-368-7775

Optional Form 308
Revised January 2001
Previous editions obsolete and unusable

Attachment 7 - E-QIP Instructions and Forms

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EXHIBIT F

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA

UGOCHUKWU GOODLUCK NWAUZOR,)	
FERNANDO AGUIRRE-URBINA,)	
individually and on behalf of all)	
those similarly situated,)	
Plaintiffs,)	
vs.)	No. 17-cv-05769-RJB
THE GEO GROUP, INC., a Florida)	
corporation,)	
Defendant.)	

Videotaped
Deposition Upon Oral Examination of
ERWIN K. DELACRUZ

9:33 a.m.
Monday, December 2, 2019
1019 Regents Blvd., Suite 204
Fircrest, Washington

REPORTED BY: Keri A. Aspelund, RPR, CCR No. 2661

1 APPEARANCES:

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15

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21 andreab3@atg.wa.gov

22

23

24

25

1 would week -- or would work?

2 A. It's usually written in -- I -- I think it's
3 written in there it's seven days a week.

4 Q. Is there a time clock for detainee workers to
5 punch in and out of?

6 A. No, they -- when they in-process through the
7 security officer or the desk officer, that's -- that means
8 they're physically there, and then we turn in the -- like a
9 time sheet to the lieutenant's office, and that's forwarded
10 to the work program so they know that they're there.

11 Q. Okay. And the desk officer, I've heard you
12 mention that title a few times, is there a desk officer
13 stationed in the kitchen, or is it someone in the pods?

14 A. It's another cook officer because there's three
15 on each shift; so one cooking, one prepping, and one is a
16 desk officer, or you can call him pod officer.

17 Q. All right. So it's one cook supervisor
18 supervising the cook?

19 A. Mm-hm.

20 Q. One cook supervisor supervising the food
21 preparation?

22 A. Right.

23 Q. And then the third --

24 A. And the -- and the -- and the serving.

25 Q. And the serving?

EXHIBIT G

NWAUZOR vs GEO GROUP
Eagle, Byron - December 05, 2019

UNITED STATES DISTRICT COURT
for the
WESTERN DISTRICT OF WASHINGTON

NWAUZOR, et al.,)
)
 Petitioners,)
)
 v.) No. 3:17-cv-05769-RBJ
)
 THE GEO GROUP, INC.,)
)
 Respondent.)

Deposition Upon Oral Examination
of
BYRON EAGLE

Taken at 1019 Regents Boulevard
Fircrest, Washington

DATE: Thursday, 5 December 2019

REPORTED BY: Gloria C. Bell, CCR 3261

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Also Present: ROSS PETERSON

I N D E X

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* * *

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Exhibit No. 334	Amended subpoena.....	4
Exhibit No. 335	Class Action Complaint.....	4
Exhibit No. 336	Declaration of B.Eagle.....	4
Exhibit No. 337	Initial filing of Complaint.....	4
Exhibit No. 338	SCC final Report for 10/28/11.....	4
Exhibit No. 339	Engrossed Substitute Senate Bill 6052.....	4

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1 Commitments Center residents perform work at subminimum
2 wages at the Special Commitment Center, who are not
3 receiving vocational training?

4 **A. Say the question again. I'm sorry.**

5 Q. It is correct that there are Special Commitment
6 Center detainees working at the facility, who are not
7 receiving minimum wages, who are not getting vocational
8 training?

9 **A. So they're not getting minimum wage. But**
10 **they -- they are all participants at a vocational program,**
11 **yes.**

12 Q. Okay. So when you the say they're participants
13 of the vocational program, are you saying that each one of
14 those participants are getting vocational training? Or
15 they're just listed within a program that's called a
16 vocational program.

17 **A. Yeah. Listed in the program, yes.**

18 Q. Okay. So you would agree that the vocational
19 program doesn't provide all of the resident participants
20 who are working at subminimum wages vocational training?

21 MS. BRENNEKE: Object to the form.

22 **A. Some probably do get vocational training.**

23 Q. (By Ms. Mell) Yeah. But they don't all, do
24 they?

25 **A. Not all.**

1 Q. Okay. So the state does not pay minimum wages
2 to Special Commitment Center detainees who are working at
3 the Special Commitment Center?

4 **A. I'm trying to follow it. Say it one more time.**
5 **Sorry.**

6 Q. The state -- the state has Special Commitment
7 Center detainees doing work for it, without paying the
8 minimum wages and without giving them vocational training.

9 MS. BRENNEKE: Object to the form. Compound.

10 **A. So they all participate in the vocational**
11 **program if they're performing work.**

12 Q. (By Ms. Mell) But they're not getting training,
13 are they?

14 **A. Training in what?**

15 Q. Well, it's not really vocational training;
16 correct? There's no start and stop date?

17 MS. BRENNEKE: Object to the form.

18 **A. No.**

19 Q. (By Ms. Mell) And there's no -- you would agree
20 that people are cleaning the toilets who aren't getting a
21 degree in anything?

22 **A. Right. Yes.**

23 Q. And they're cleaning the toilets at the Special
24 Commitment Center because they're detained by the State of
25 Washington, and they are not paid minimum wages to do so.

1 **A. Yes.**

2 Q. And, in fact, most of the participants in the
3 vocational -- well, strike that.

4 The program that you're talking about in your
5 declaration, you refer to it as an RVP; is that correct?

6 **A. Yes.**

7 MS. BRENNEKE: Object to the form.

8 **A. RVP, yes.**

9 Q. (By Ms. Mell) Okay. So when I use the term RVP,
10 anybody who's performing work at the Special Commitment
11 Center has a status in the RVP?

12 **A. Right; yes.**

13 Q. Okay. Is there anyone who is a detainee at the
14 Special Commitment Center who performs work but isn't in
15 the RVP?

16 **A. Not that I'm aware of.**

17 Q. And is it correct that Mr. Calvin Malone has
18 performed work as clerk for the chaplain at \$2.50 per hour
19 and as a recreational clerk at 2.50 per hour for years
20 without receiving any credentials?

21 **A. Credentials?**

22 MS. BRENNEKE: Object to the form.

23 **A. I wouldn't know exactly what credentials he may
24 or not have received.**

25 Q. (By Ms. Mell) Does the Special Commitment Center

1 at the Special Commitment Center in a position of
2 authority has acknowledged that it's not a vocational
3 training program?

4 MS. BRENNEKE: Object to the form.

5 **A. I don't know that.**

6 Q. Is it correct that the RVP has no syllabus?

7 **A. No syllabus?**

8 MS. BRENNEKE: Object to the form.

9 **A. I can't answer that.**

10 Q. (By Ms. Mell) Is it true you have no
11 credentialed or certified instructors in the RVP?

12 **A. We have an adult training specialist that runs**
13 **the program.**

14 Q. And the adult training specialist does not have
15 any certificates that apply to the type of instruction
16 that would enable participants to obtain certification in
17 any particular field?

18 **A. I can't answer that.**

19 Q. Okay. And why can't you answer that question?

20 **A. Off the top of my head, I'm not -- I can't**
21 **recall that person's certifications.**

22 Q. Where did the person come from?

23 **A. They -- I didn't hire the person. They had been**
24 **on staff before me.**

25 Q. Were they just working out of the Special

1 Commitment Center?

2 **A. They work for Special Commitment Center, yes.**

3 Q. And they always have?

4 **A. I don't know where they worked before the**
5 **Special Commitment Center if that's what you're asking.**

6 Q. Do you know where they worked before they took
7 the position as the vocational person?

8 **A. No, I do not.**

9 Q. Is it your understanding that person is not an
10 electrician?

11 **A. Not to my knowledge, they're not.**

12 Q. And to your knowledge, do they have any
13 credentials in any particular vocational advocacy?

14 **A. Not to my -- I don't know.**

15 Q. Is it correct that Mr. Malone worked as the
16 clerk for the chaplain and recreational clerk without
17 being in treatment?

18 MS. BRENNEKE: Object to the form of the
19 question. Beyond the scope of the 30(b)(6).

20 **A. I can't answer that either.**

21 Q. (By Ms. Mell) And is it correct that there are
22 individuals performing work who are detained and
23 performing that work for subminimum wages who aren't in
24 treatment?

25 **A. Yes.**

1 Q. The kind of work that the detainees are doing
2 includes janitorial work; is that right?

3 **A. Yes.**

4 Q. Is the kind of janitorial work that is necessary
5 to maintain the operational -- to maintain operations at
6 the SCC?

7 **A. Some of it, yes.**

8 Q. Does it include food preparation?

9 **A. Yes.**

10 Q. And with regard to food preparation, the
11 legislature directed the Special Commitment Center to look
12 into more cost effective means for meal preparation at the
13 facility; isn't that correct?

14 **A. Yes.**

15 Q. And I'm showing you what's been marked as
16 Exhibit 338. Do you recognize that document? Somehow I
17 got mine mixed up, 339. Is that the legislation that you
18 looked at in advance of your deposition? Or at least the
19 portion of -- the SCC portions of the legislation?

20 **A. Yes.**

21 Q. All right. And are you familiar with the
22 direction from the legislature in the Budget Act from 2015
23 directing the Special Commitment Center to review its
24 current food services for the SCC for opportunities to
25 consolidate and centralize, emphasizing opportunities for

1 increased efficiency?

2 **A. I became somewhat familiar with it.**

3 Q. Did the Special Commitment Center increase use
4 of the Department of Corrections Correctional Industries
5 Institutional Food Service?

6 **A. No.**

7 Q. Why not?

8 **A. To my knowledge, they -- we used our current**
9 **staff that were -- that were employed with the SCC.**
10 **There's been no Correctional Industry staff.**

11 Q. Do you buy Correctional Industries food and
12 serve it at the Special Commitment Center?

13 **A. I'm not aware of any food. But Correctional**
14 **Industry products like furniture.**

15 Q. Okay. What kind of furniture do you use at the
16 Special Commitment Center?

17 **A. Like, day room furniture, couches, tables,**
18 **chairs. Those kind of things.**

19 Q. Do you have any private contractors out at the
20 Special Commitment Center who use that furniture at the
21 site?

22 **A. Private contractors?**

23 Q. Yeah. Do you have any therapists who come out
24 on the island and provide services? Do you have anybody
25 else that comes out and uses those chairs and tables?

1 **A. I'm sure they do, yes.**

2 Q. Okay. What kind of people who are not state
3 employees come out and use the Correctional Industries
4 furniture that's in use at the Special Commitment Center?

5 **A. It would be state employees and contractors.**

6 Q. Okay. What kind of private contractors does the
7 Special Commitment Center use?

8 **A. There's a host. I don't know them all.**

9 Q. Name me some.

10 **A. The contractors, we have dietitians. We have**
11 **sign language, interpreters, forensic therapists, barbers,**
12 **educators.**

13 Q. So do the educators and the barbers utilize
14 products produced by Correctional Industry to deliver
15 their services out at the SCC --

16 **A. They may, yes.**

17 Q. They do. Okay. And you understand Correctional
18 Industry products are manufactured at subminimum wages
19 using incarcerated individuals in the State of Washington?

20 MS. BRENNEKE: Object to the form.

21 **A. Yes.**

22 Q. (By Ms. Mell) Okay. Did -- what did the Special
23 Commitment Center do to respond to this direction from the
24 legislature in this budget bill?

25 **A. Well, I can speak to one thing that we did to**

1 MR. MINGAY: I'm going to object to the form.
2 I believe it misstates the testimony. I believe he
3 said they don't have --

4 MS. MELL: Uh --

5 MR. MINGAY: Object that it misstates the
6 testimony.

7 MS. MELL: Okay. I got it.

8 Q. (By Ms. Mell) All right. So it's -- it's -- it
9 would be more correct or more complete to explain that
10 there are detainees working for the Special Commitment
11 Center who are not in treatment who are paid subminimum
12 wages?

13 MS. BRENNEKE: Object to the form.

14 **A. Yes.**

15 Q. (By Ms. Mell) Okay. With regard to the
16 statement here. Page 1, line 18, paragraph 4, is
17 special -- oh. "The SCC provides its residents with
18 clinical treatment and rehabilitation programs with the
19 goal of supporting eventual community transition."

20 Was your testimony based on these derived from a
21 statutory legislative purpose or is it just your thought
22 that that's the goal?

23 MS. BRENNEKE: Object to the form.

24 **A. Yeah. That's just -- that's just part of the**
25 **rehabilitation and treatment that we provide to -- or at**

1 Commitment Center?

2 **A. Nope.**

3 Q. Do you know what the population of the Special
4 Commitment Center is?

5 **A. It's about 180ish.**

6 Q. And what has been the population over the last
7 seven years?

8 MS. BRENNEKE: Object to the form.

9 **A. I don't know the numbers offhand.**

10 Q. How many of the 178 individuals work at
11 subminimum wages?

12 **A. I don't know.**

13 MS. BRENNEKE: Object to the form.

14 Q. (By Ms. Mell) How dependent is the Special
15 Commitment Center on the detainees labor?

16 MS. BRENNEKE: Object to the form.

17 **A. I don't know that either.**

18 Q. (By Ms. Mell) Is the subminimum wage labor
19 performed by the detainees a benefit to the state?

20 MS. BRENNEKE: Object to the form.

21 **A. Yes.**

22 Q. (By Ms. Mell) In what way?

23 **A. Well, there's certain things that get performed**
24 **that probably would need to be performed, and the**
25 **residences participate in doing that. So it does reduce**

1 **some cost.**

2 Q. Have you ever calculated the amount of savings?

3 **A. No.**

4 Q. Do you know whether or not this report is
5 accurate and correct as to the cost savings they were
6 estimating from use of --

7 **A. I don't.**

8 Q. -- detainee work.

9 **A. No.**

10 MS. BRENNEKE: Object to the form. Do you
11 want to point to the page?

12 MS. MELL: I think he answered the question.

13 Q. (By Ms. Mell) What are -- what are the tools
14 used to measure whether or not an individual detainee in
15 the RVP has achieved a skill?

16 MS. BRENNEKE: Object to the form.

17 **A. I'm not aware of any tools.**

18 Q. (By Ms. Mell) So there's no testing to see if
19 their skill set improved?

20 **A. Not that I'm aware of.**

21 Q. Does the Special Commitment Center give to its
22 detainee workers any diplomas or degrees?

23 **A. I can't answer. No, I'm not aware of any.**

24 Q. Do the detainees perform subminimum wage work
25 voluntarily?

1 **A. Yes.**

2 Q. Okay.

3 **A. It's their decision.**

4 Q. Okay. But if they choose not to participate in
5 subminimum wage work it affects their ability to leave the
6 facility; correct?

7 MS. BRENNEKE: Object to the form.

8 **A. No.**

9 Q. (By Ms. Mell) Does it affect their points system
10 or whatever system you use with regard to characterizing
11 their treatment success?

12 **A. I'm not aware of any impacts to that.**

13 Q. Okay. So a detainee can choose not to do any of
14 the tasks that are available for them to do, and there's
15 no consequence of any kind?

16 MS. BRENNEKE: Object to the form.

17 **A. Yes.**

18 Q. (By Ms. Mell) Is there a nonmonetary incentive
19 if they choose to do activities at subminimum wage work?

20 **A. Is there a what?**

21 Q. Is there a nonmonetary incentive for the -- for
22 those people who do choose to do subminimum wage work at
23 SCC?

24 **A. No, not that I'm aware of.**

25 Q. In your declaration -- I think you indicate that

EXHIBIT H

THE HONORABLE ROBERT J. BRYAN

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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA

STATE OF WASHINGTON,

Plaintiff,

v.

THE GEO GROUP, INC.,

Defendant.

Case No.: 3:17-cv-05806-RJB

DECLARATION OF JULIE WILLIAMS
DOJ STATEMENT OF INTEREST -
INTERGOVERNMENTAL IMMUNITY

I, Julie Williams, make the following statement under oath subject to the penalty of perjury pursuant to the laws of the United States and the State of Washington:

1. I am over the age of eighteen (18) and competent to testify in this matter. My statements are based upon my education, training, and experience. I have personal knowledge of Pierce County Jail operations because I was the Pierce County Sheriff’s Department (“PCSD”) Contract Services Manager for 20 years. I have since retired, and the position I held at the time of my retirement was Chief of Staff, and I reported directly to the Sheriff. In my position, I was responsible for contracting with the private corporations that provided professional and personal services inside the jail like Aramark Correctional Services, LLC and Consolidated Food Management, Inc.

1 2. The Pierce County Sheriff's Department Corrections Bureau is a direct and indirect
2 supervision jail located at 910 Tacoma Ave. S., Tacoma, WA 98402. The Pierce County Jail has an
3 operational capacity for 1700 inmates and currently employs approximately 300 correctional staff.
4 The Pierce County Jail is made of two facilities "New Jail" and "Main Jail". The New Jail was built
5 in 2003 and the Main Jail was built in 1985.
6

7
8 3. Individuals who are detained in the jail include individuals who have not been convicted of
9 any crime. These detainees and inmates who have been convicted may volunteer to participate in
10 the Inmate Worker Program.
11

12 4. Inmate Worker Program activities include food preparation, laundry, and janitorial services.

13 5. Detainees and inmates who choose to participate do not get paid wages nor monetary
14 compensation. The jail offers incentives that encourage participation in the program like extra food,
15 recreational time, or similar activities.
16

17 6. The Inmate Worker Program decreases idle time, which improves the safety and security of
18 the facility.
19

20 7. Pierce County contracts with private corporations that assist in the operational needs of the
21 jail so that Pierce County can most efficiently and effectively meet its obligations to care for the
22 health, safety, and welfare of its detainees and inmates within its budget limitations.
23

24 8. By way of specific example, Consolidated Food Management ("CFM") contracts with
25 Pierce County to manage the food service program inside the Pierce County Jail. Pierce County
26 used to use Aramark Correctional Services, LLC, which now handles the commissary while CFM
27 handles the kitchen.
28

1 9. As part of food service management, CFM, a private corporation, operates the kitchen
2 using detainee and inmate labor. CFM employees manage adequate staffing levels and provide
3 “proper inmate supervision” in the kitchen in the jail. Correctional officers provide security, but do
4 not run the kitchen or food service. CFM handles all meal preparation and clean up, using detainees
5 and inmates to perform the work that CFM oversees. CFM instructs detainees and inmates what to
6 do, when to do it, and how to do it so that meals are timely and properly prepared, and the kitchen is
7 adequately maintained. CFM may terminate any detainee from the program if the detainee or
8 inmate disregards instructions or is otherwise unproductive.

11 10. The CFM contract contains a provision obligating the contractor, CFM, to “comply with all
12 Federal, State, and local laws.” See page 9 of Contract No. 92068-000. The Minimum Wage Act is
13 not a law that Pierce County applied to detainees. Detainees and inmates were not paid under the
14 Minimum Wage Act.

17 11. The State has never enforced the Minimum Wage Act as to detainee or inmate participants
18 in the Inmate Worker Program.

19 12. Pierce County could not meet its budget obligations if Pierce County were required to pay
20 detainees and inmates minimum wages for their work in the jail. If detainees were owed minimum
21 wages, the financial implications would substantially impair the limited resources available to
22 Pierce County to run the jail, compromising other programs and service delivery that are needed to
23 ensure public safety and the health, welfare, and safety of Pierce County’s employees, detainees,
24 and inmates.

27 13. Attached are true and correct copies of the following documents:

28 a. Photographs depicting the Inmate Work Program at the Pierce County Jail.

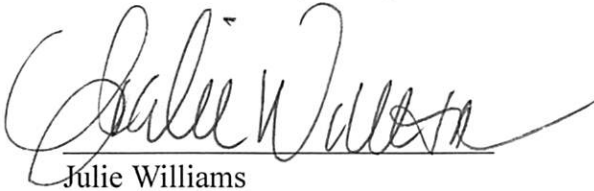
30 DECLARATION OF JULIE WILLIAMS DOJ
31 STATEMENT OF INTEREST - INTERGOVERNMENTAL
IMMUNITY
3:17-cv-05806-RJB

III BRANCHES LAW, PLLC
Joan K. Mell
1019 Regents Blvd. Ste. 204
Fircrest, WA 98466
253-566-2510 ph

- b. Pierce County Sheriff's Department Corrections Bureau Inmate Information Booklet.
- c. Pierce County Sheriff's Department Professional Services Agreement with Consolidated Food Management, Inc. Contract No. 92068.
- d. The News Tribune coverage of the Inmate Worker Program.

The above information is true and correct to the best of my abilities.

Dated this 13th day of September, 2019 at FIRCREST, WA.



Julie Williams

1
2
3 **CERTIFICATE OF SERVICE**

4 I, Joseph Fonseca, hereby certify as follows:

5 I am over the age of 18, a resident of Pierce County, and not a party to the above action. On
6 September 13th, 2019, I electronically filed the above Declaration of Julie Williams, with the Clerk
7 of the Court using the CM/ECF system to the following:
8

9 Office of the Attorney General
10 Marsha Chien, WSBA No. 47020
11 Andrea Brenneke, WSBA No. 22027
12 Lane Polozola
13 800 Fifth Avenue, Suite 2000
14 Seattle, WA 98104
15 MarshaC@atg.wa.gov
16 andreab@atg.wa.gov
17 lane.Polozola@atg.wa.gov

18 I certify under penalty of perjury under the laws of the State of Washington that the above
19 information is true and correct.

20 DATED this 13th day of September, 2019 at Fircrest, Washington.

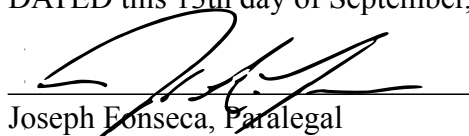
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30 
31 Joseph Fonseca, Paralegal

EXHIBIT A

NWDC - Minimum Wage Work?



PC JAIL - Not Minimum Wage Work



NWDC - Minimum Wage Work?



PC JAIL - Not Minimum Wage Work



NWDC - Minimum Wage Work?



PC JAIL - Not Minimum Wage Work

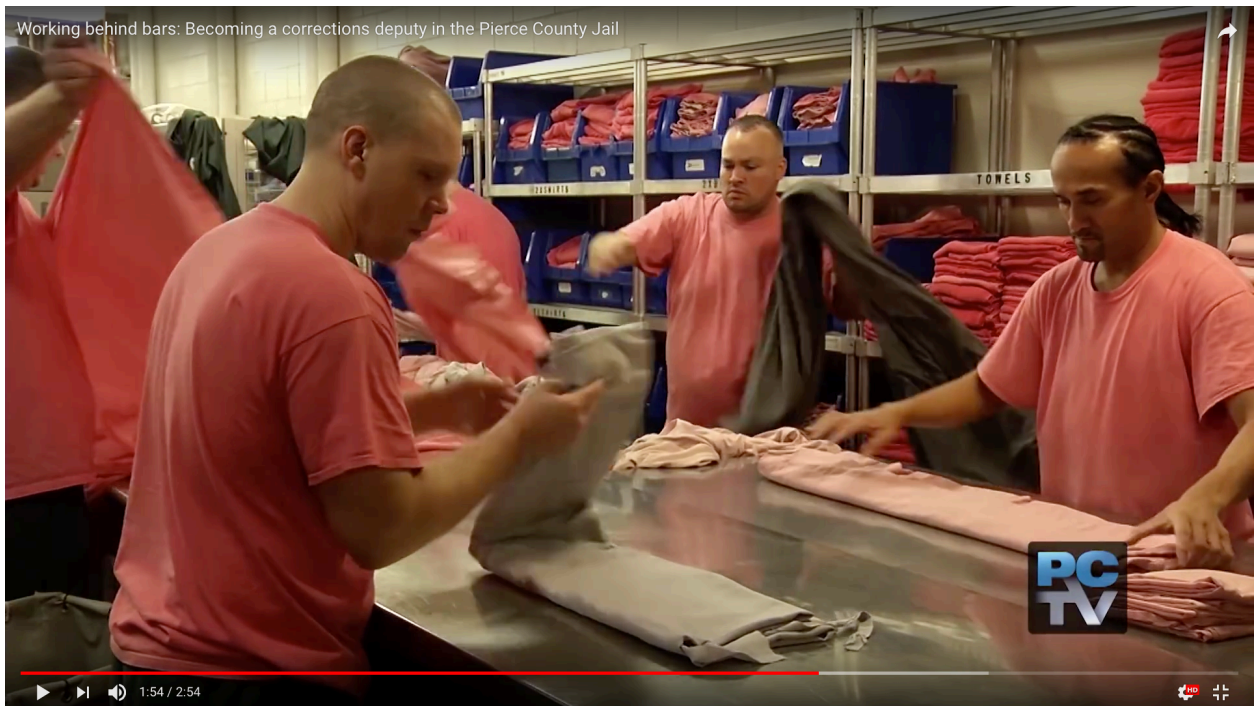


EXHIBIT B

INMATE INFORMATION BOOKLET



**PIERCE COUNTY SHERIFF'S DEPARTMENT
CORRECTIONS BUREAU
910 Tacoma Avenue South
Tacoma, WA 98402**

Last Revision: 11/17/2009 9/2004
Revision Date: ~~10/24/2012~~ 8/29/2013

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INTRODUCTION

This handbook gives you important information regarding your stay in the Pierce County Detention and Corrections Center. You are responsible for reading it and following the facility rules.

While in our custody, you must follow the directions of staff and the rules of the jail. The rules may seem strict but are for your safety as well as the safety of other inmates and staff.

You will receive privileges based on your classification level. The level is determined by evaluating your current charges, prior offenses and your past and present institutional behavior.

Medical and Mental Health services are available to you as well as nutritious meals, clean bedding and clothing, laundry service, exercise and commissary.

You may receive visiting privileges, call and write your family and friends, and receive mail. We offer educational programs when available, legal law library services as well as social service programs. Religious services, books and counseling are available through the Program Coordinator. We offer work programs, both inside and outside the jail for sentenced prisoners.

Your attorney may visit you and you have access to the Department of Assigned Counsel via the telephone system.

The Pierce County Detention and Corrections Center utilizes both direct and indirect supervision of inmates depending upon the building or area you are assigned.

While here, your responsibilities are to:

- Obey the rules.
- Follow staff orders and requests.
- Do not damage jail property or the property of others.
- Maintain good behavior.
- Treat staff and other inmates fairly and with respect.
- Keep yourself, sleeping area and common areas neat and clean.

If you have any questions after reading this handbook, please ask the Corrections Deputy assigned to your housing area for clarification.

Under Sheriff Eileen Bisson

EMERGENCIES

The staff is trained for emergencies that could affect you and the jail. For your safety and the safety of others, immediately follow the instructions of your Housing Corrections Deputy when emergencies occur. If you discover an unsafe condition, notify your Housing Corrections Deputy immediately. Refusal or failure to follow a Corrections Deputy's emergency instructions is a major rule violation.

LOCKDOWN

When a Corrections Deputy instructs you or your unit to lockdown, you are to immediately return to your assigned cell and secure the door. If housed in an open dorm area, return immediately to your assigned bunk. If you are assigned to the floor space on a mattress, return to your mattress and stay put until otherwise instructed. Failure to lockdown is a major rule violation.

SMOKE FREE FACILITY

The Pierce County Detention and Corrections Center is a smoke free facility. No one is permitted to smoke within the confines of the complex. Cigarettes, tobacco and lighting materials are considered contraband and possession of them is considered an infraction.

TELEPHONE ACCESS

Telephones are available for use in your housing unit for outgoing calls to family and friends along with calls to the Department of Assigned Counsel (DAC). DAC staff can call you directly in your housing area. All outgoing calls, except DAC calls, will cost you or the person you call. You may buy telephone time from the commissary, (see page 12/13), to be placed on your inmate telephone pin number or your family and friends may open an account by calling Securus at 1-800-844-6591 or going online at www.securustec.net.

You may use the telephone during the time out of your cell. If another inmate is waiting to use the telephone, you will be expected to limit your calls. All calls are automatically shut off after 20 minutes. Abusing phone privileges is a major infraction and will result in the loss of your telephone privileges. You may also be sanctioned for making phone calls for other inmates who are on phone restriction. Misuse includes but is not limited to: loaning/selling your pin number, making 3-way calls, and contacting someone who has a no contact order against you.

Telephonic Device for the Deaf (TDD) are available for those who are hearing impaired. These inmates will be expected to use these devices in the living units they are assigned to. If there is not a TTY telephone line in the unit assigned, the inmate will make their call from the booking holding cell with the TDD telephone line. Hearing impaired inmates will be expected to pay the same prices as other inmates. TDD telephone calls will be 30 minutes in length instead of the normal 20 minute calls due to the additional time it takes to make a TDD telephone call.

POSTAL SERVICE

Mail is collected and delivered Monday through Friday only, except on Holidays. You may order magazines, newspapers, and soft bound books directly from the publisher unless you are a Classification Level 1 or 2, or regardless of classification, you are housed in 3 South or 3 North B unit. You cannot have books and magazines related to explosives, weapons or intoxicants, including how to make them. Any books or magazines showing explicit sexual pictures will be considered contraband.

All mail sent into and out of the jail requires postage. Outgoing inmate mail will be sent out in pre-stamped envelopes, available through commissary only. No outgoing mail/envelope will be decorated with drawings of any kind. All incoming and in-house mail is opened and inspected for contraband. Legal mail from your attorney or court will be opened in your presence.

Outgoing mail can be sent in any quantity and will not be opened unless there is good cause to do so. If you are without funds and cannot afford postage, you can request an indigent packet through the commissary.

The form below will be returned to sender marked with the item/s not allowed into the jail facility.

The form includes a list of unauthorized items most commonly returned:

RETURNED INMATE MAIL

This mail is being returned for one or more of the following reasons. The list below includes some of the most common reasons for mail being returned, but is not limited to these items only. The Pierce County Jail reserves the right to reject any item that it considers to be unsuitable. All mail must include the sender's return address on the envelope. Please include inmate's booking number on all correspondence to ensure accurate delivery.

- Address labels
- Blank paper, blank cards and blank postcards
- Bubble wrap
- Cardboard (cardboard mailer contents require an inside white envelope)
- Cash or personal checks
- No color paper envelopes (white paper only)
- No color on greeting cards
- Confetti
- Coupons or gambling items
- Crude, objectionable and/or inflammatory materials
- Excessive coloring or puzzle pages (limit 10)
- Excessive ink, marker or paint
- Foil, foil-lined envelopes, padded envelopes

- Food items
 - Gang-related materials
 - Gel pen/metallic ink
 - Glitter; glued items
 - Hand gestures
 - Laminated items
 - Lipstick
 - Manila envelopes; metal clasps
 - Musical cards
 - Nude/semi-nude photos, including babies and children
 - Paper clips; staples
 - Perfume, cologne or scented items
 - Plastic; plastic envelopes
 - Polaroid pictures with backings
 - Racial materials
 - Ribbon; string
 - Sexually explicit materials
 - Stamps, envelopes, paper (must purchase from commissary)
 - Stickers; post-it notes
 - Tape (clear tape only)
 - Tobacco or tobacco products
 - Tyvek envelopes
 - Unauthorized inmate-to-inmate correspondence
 - Unknown substances on envelope, paper, photos
 - Unsigned, incomplete or altered money orders
 - White-out
 - OTHER – specified:
-

Any items considered to be contraband will result in the envelope and its contents being returned to sender and may possibly be investigated for criminal violation. You will be notified if any of your mail was returned.

Mail Rejection Appeal

You or the sender has a right to appeal the mail rejection. You may fill out a grievance form to start the appeal process.

Acceptable items for U.S. Mail delivery to inmates include: letters, money orders, cashier's checks, photographs, newspaper clippings, written documents forwarded for signature, and legal mail between attorney and inmate. New paperback books or magazines may be shipped directly from a publisher, bookstore or internet bookstore. They may not be shipped directly from an individual. Avoid having items shipped via Fed-Ex, due to difficulty in returning them when necessary. No hard back books and spiral-bound books allowed. No used books, magazines or literature allowed. Limit 3 books at one time.

EXCEPTION:

Inmates classified as Level 1 or Level 2 are not allowed outside books, magazines, newspapers, or articles clipped from those sources unless they directly pertain to their class.

Your mailing address is:

YOUR FULL BOOKING NAME
Your Booking Number
910 Tacoma Ave. S.
Tacoma, WA 98402

All mail must be addressed to your booking name or it will be returned to sender as if you are not here. Including your booking number can alleviate problems if you have a common name.

Inmate to Inmate Correspondence

It is against jail policy to send any correspondence to another person who is currently incarcerated without prior written approval from the Chief of Corrections. To request correspondence authorization send a kite to the Chief of Corrections and state the name of the inmate you wish to correspond with. After approval, if personal issues appear in the correspondence or it goes through a third party, one warning to stop will be given. If behavior continues, authorization to correspond will be revoked for a one year period between both people.

Jail Admission

All persons, regardless of their origin of arrest or previous location, will be processed through the new facility booking area. You will be searched and asked questions about your health, mental condition, personal information such as full name, address, date of birth, age, next of kin, etc. Your personal items, valuables, and money will be inventoried and stored. You will receive a receipt for all of your personal property. Money will be placed on your personal account for future use. You will be given a telephone pin number in order to use the telephones in the housing units. **Do not give this pin number to other inmates or lose it.** You may purchase a phone voucher through commissary if you do not bail out (see commissary-page 12/13). You will be photographed, fingerprinted and issued jail clothing. Upon completion of the booking process, you will be given the opportunity to use the telephone. First two 10-minute calls are free.

Religious Item on Person at Time of Arrival at the PCDCC:

If a new inmate comes to the PCDCC's with religious items that meet PCDCC's criteria, the inmate will be allowed access to those items after being assigned to a housing unit. If an inmate arrives without such items, the inmate will be allowed to purchase an approved version from the commissary only.

Classification

During the booking process, a booking Corrections Deputy will determine your temporary cell assignment, level of supervision, and emergency medical or mental health needs.

Within 48 hours, you will receive a primary classification decided by the Objective Classification (OJC) system. This will determine your security designation, housing, Differentiated Inmate Management (DIM) privileges and treatment services.

Your classification level is periodically updated throughout your confinement and changes depending on your behavior and special needs.

Listed below are the **nine** classification levels:

Class. Level	Security Level	DIM Privileges	Out of Cell Time	Housing Assignment
1	Maximum	Severely restricted	1 hour a day	Old Jail
2	Maximum	Restricted	4 hours a day	Old Jail
3	High, medium	Limited	8 hours a day	Old/New Jail
4, 5	Medium	Limited	16 hours a day	New Jail
6, 7, 8	Minimum	Unrestricted	16 hours a day	New Jail
9*		Limited		Temporary

* Inmates in Classification level 9 have not received a primary classification.

Written communication "Kites" are small paper request forms supplied in every housing unit. Use this form to write a request to obtain information, ask for assistance or make special requests.

Inmate Grievance Process

An inmate shall first present a complaint/issue informally to staff, and staff shall attempt to informally resolve the issue before the inmate submits a grievance form. See steps #1 and #2 below.

Steps Inmates should follow for resolving a Grievance:

1. Request resolution assistance from the unit Corrections Deputy. If not resolved proceed to step #2.
2. Submit a KITE to the appropriate supervisor (see list below) assigned to address the inmate's issue. Kites must be submitted within 10 days of the date the issue of concern occurred. You do not need to contact the duty sergeant. These kites must first be signed and dated by the unit deputy, to include their unit number for further processing. This verifies the date the grievance process begins.

Issue

Supervisor

Mental Health Unit	Specific MHP or Mental health
Clinic/Medical	Kite Nurse
Food Services	Programs Sergeant
Commissary	Programs Sergeant
Classification	Classifications Sergeant
Religious	Program Coordinator

The supervisor will respond within 10 working days. If not resolved proceed to step #3.

3. When the inmate receives a reply from the supervisor on the returned kite, the inmate may grieve the response on a grievance form. The kite must be attached to the grievance form. The time limit for filing a grievance is 25 days from the date of the original request/kite.

The supervisor will respond within 10 working days. If not resolved proceed to step #4.

4. An inmate may appeal the grievance response within 20 calendar days from the date the responder signed the grievance form. The appeal may address only the issue in the original grievance. Specific reason for appeal must be stated and appeals may not be combined.

The supervisor of the responder will respond within 10 working days of the appeal receipt.

- * If steps 1 through 3 are not followed the kite/grievance may be rejected.
- * Inmates may be sanctioned for submitting false or frivolous grievances.
- * Kites or grievances will be rejected for inappropriate or threatening language.
- * Kites or grievances will be rejected if they have spills or unknown substances on them.
- * One issue is allowed per kite or grievance or the kite or grievance may be rejected.

- * An inmate may not submit a kite or grievance on behalf of another inmate.
- * A kite or grievance may not be filed by a group of inmates.
- * If additional space is needed additional sheets may be added.

Resubmissions:

Rejections: A request or appeal may be rejected and returned to the inmate without response if it is written in a manner that is abusive, obscene, or does not meet the requirements listed above. When a submission is rejected, a written notice will be provided to the inmate explaining the reason for the rejection.

Inmate Due Process—Loss of Privileges

The following is an effort to ensure due process on Loss of Privileges.

The following procedure will not prevent Corrections Deputy control of TV, temporary inmate lockdown, or lockout of cell/bunk area to ensure compliance with jail rules and regulations, or for the safety and security of the jail.

All privileges (visiting, unit worker assignment, commissary, phone, movies, out of cell time, etc.) may be recommended as a sanction (taken away) for disciplinary reasons by the reporting Corrections Deputy. The Duty Sgt. must approve loss of privilege(s).

All disciplinary loss of privilege reports will be reviewed by the Shift Sgt. within 36 hours of Sgt. receiving the report.

Disciplinary Loss of Privilege Reviews will require:

Reporting Corrections Deputy will write report (PCDCC Incident Report). Copy of report will be distributed to appropriate areas including to the Shift Sgt.

Reporting Corrections Deputy will verbally advise the involved inmate(s) on the reason(s) and intent to remove one or more stated privileges (document same in the report).

The Shift Sgt. will review report with the Unit/Cluster Corrections Deputy.

The Shift Sgt. will meet with the involved inmate within 36 hours of receiving the report for the purposes of allowing the inmate an opportunity to respond before the sanction/discipline is imposed.

The inmate will be provided with the decision, including justification, by the Shift Sgt. The inmate will be advised whether sanction(s) will be upheld, modified, or reinstated.

The decision of the Sgt. will be thoroughly documented as a supplemental to the disciplinary Loss of Privilege report. A copy will be sent to the Shift Lt. The decision of the Sgt. is final – no second level appeals.

Classification will only review those disciplinary Loss of Privilege reports that result in inmate reclassification – in accordance with classification procedures. Otherwise, all disciplinary Loss of Privilege reports will be reviewed by the Shift Sgt.

Loss of Privilege will not prevent inmate access to attorney phone calls or attorney visiting. Deprivation of regular feeding, correspondence privileges, clothing, bed, bedding, or normal hygiene implements and facilities shall not be used as a disciplinary sanction. Exceptions: Type of clothing and bedding, correspondence privileges or possession of correspondence materials and hygiene implements may be restricted when warranted for legitimate safety reason(s) or by court order.

Medical Services

Licensed medical personnel staff the medical clinic/booking 24 hours a day. They provide routine and emergency care services. We will give you medical attention within a reasonable amount of time when you have a valid medical complaint. If you need medical attention for non-emergency complaints, you must complete a kite available in your housing unit. Include your full name, housing location along with a brief and specific description of your problem. Place the kite in the Medical Kite Box located in your housing area. A clinic staff member will pick up your medical complaint. Designated medical staff will screen each kite to prioritize them for medical services.

You can also access emergency health services through your Housing Corrections Deputy. If you have a potential life-threatening medical emergency, let your Housing Corrections Deputy know right away. All medical emergencies will be called by Corrections Deputies.

If you have private insurance, it may be billed for medical services provided. ~~The triage nurse may charge a \$5.00 fee for some medical services.~~

Medical staff will visit jail housing units three times a day to distribute prescribed medication. When receiving prescribed medication, you must bring a cup of water to the door with you. You cannot take your medication with any liquid other than water, and you must use your own cup. Take the medication and immediately follow with a swallow of water. You must then open your mouth and show the nurse that you have swallowed the medication. Inspection of your cup is also required. When in line for medication pass, please allow for privacy at the cart by standing 5 feet from cart. Do not inquire about medical issues during medication pass. Write a kite.

You can help prevent communicable disease! Do not share eating utensils, combs, clothing, towels, bar soap or any other personal items. **Showering daily and washing your hands frequently** in soapy water will help in preventing the spread of disease and may protect you from common illnesses such as colds and flu.

Mental Health Services

There are mental health services available in the jail. If you want to see a Mental Health Evaluator (MHE), fill out a kite and place it in the medical kite box in your housing unit. To better serve you, please be specific as to the reason for your request. If it is not clear as to why you are asking to be seen, a kite may be returned to you requesting additional information. You may also ask for help directly through your Housing Corrections Deputy or Booking Corrections Deputy.

Dental Services

The jail provides limited dental care. Fill out a kite addressed to the dentist and place it in the medical kite box in your housing unit. Basic dental services are provided approximately once a week by a licensed dentist. A fee of \$5.00 will be charged to your account for each visit. There is no denial of dental service for those who are indigent.

Religious and Outreach Programs

Group and individual religious services are available to you in the jail. The jail Program Coordinator is available to answer questions and provide help concerning religious services, access to religious items of worship, literature, correspondence courses, family crisis, death notifications and religious diets. The Program Coordinator can be contacted concerning Alcoholics Anonymous meetings.

All requests for religious items or accommodations shall be made by the inmate in the form of a **religious kite**, identifying the accommodation requested and the inmate's sincere religious belief and affiliation. **Religious kites can be obtained from the unit deputy.**

Court Information

Every person booked into the Pierce County Jail is entitled to legal counsel. If you do not have an attorney and/or cannot afford one, the Department of Assigned Counsel will appoint one for you. You may call them to see if you are eligible by using the Department of Assigned Counsel phones in your housing unit.

If you need an interpreter, the courts will provide one to you.

You will be escorted by Corrections staff to all criminal court appearances while incarcerated. If you are booked over the weekend or too late in the day to be placed on the court roster, you will not go to court until the next working day.

If you have out-of-custody court, appearances scheduled other than those for which you were booked, contact the court by mail and let them know that you are incarcerated here.

Arraignments for Tacoma Municipal, District #1 and Superior courts are held Monday through Friday, excluding holidays.

If you are booked on new charges from other courts located in Pierce County, not previously listed, you will have a judicial review within 48 hours of your booking as long as all charges from the previously listed courts have been addressed.

For court appearances outside of Pierce County, normally you will not be transferred to another County until all local charges have been addressed and a release has been received.

Release

You may be released from jail by one of the following ways:

- Posting bail through friends, family or a bail bondsman.
- Personal Recognizance (SIP) process by the arresting officer.
- After serving your sentence. You may earn good time to shorten your stay.
- By the courts.

To receive a temporary release, you must obtain a Court Order. Contact your attorney or Judge to obtain the order.

If sentenced to pay or serve, you can either serve the sentence or pay the amount of the fine.

Visiting

Contact visiting with family and friends is not available. The time and days of visiting depend upon your housing location and classification. If you are an unclassified (class level 9), you are not authorized visiting until you have been primarily classified. Once you are classified, you are responsible to fill out a yellow kite providing your visitor's name, date of birth, and the visiting time slot desired. Turn the kite into the Cluster/Unit Corrections Deputy. She/he will review your request and if approved, schedule the visit. The kite will be returned to you either approved or denied (with the reasons). For more information on visiting see your Cluster/Unit Corrections Deputy.

Records checks are completed on those persons scheduled to visit inmates. You are responsible to tell you visitor the time and date that they are scheduled

to visit. You must also tell your visitor that they must arrive at the jail ½ hour earlier than the scheduled visit time. Any inappropriate activity during visiting will result in the termination of your visit and possibly future visits. No electronic devices are allowed.

Incoming Funds

Family and friends can deposit funds in your prisoner account at both the Old Jail and New Jail Reception Lobbies from 8am to 10pm, 7 days a week using "Access Corrections" Kiosk Machines. The Kiosk Machines will accept: cash, debit and credit cards, with the Master Card or Visa logo. Access Corrections also offers inmate deposits via the internet at: www.inmatedeposit.com and by phone deposit at: 1-800-966-8755. Deposits made by internet or phone can be made 24 hours a day and 7 days a week. Access Corrections charges a service fee for all inmate deposits.

Effective March 1, 2012 money orders, cashier's checks and traveler's checks with your name on it **will only** be accepted through the US Mail.

The maximum dollar amount that an inmate may have on their account at one time is \$400.00.

Regardless of which option is used, you will receive a receipt.

For Commissary Deposits made by money orders, cashier's checks or traveler's checks, the money must be put on your account by Wednesday at 3pm. Commissary deposits made by "Access Corrections" must be made to your account by 2am Thursday morning.

The Pierce County Sheriff's Department, Corrections Bureau is NOT responsible for any incorrect transactions made with Access Corrections.

All "Access Corrections" questions or complaints need to be made to 1-866-345-1884, or on line to: customerservice@accesscorrections.com

Commissary

Commissary services are available to you as a privilege. The dollar amount you can order depends upon your classification level. If you have one dollar or less, you may order indigent items. See table below:

Class/Spending Limits

Class 1	--	\$20.00*
Class 2	--	\$40.00
Class 3	--	\$50.00
Class 4-5	--	\$80.00
Class 6-8	--	\$90
Class 9	--	\$15*

(*necessities only)

All classification levels may purchase up to \$70.00 in telephone time each commissary. This time will then be credited to the inmate's telephone pin number, which was received when booked in to the facility.

Blank commissary order forms will be distributed by the Cluster/Unit Corrections Deputy. Inmates will complete the commissary order forms and turn them into the Cluster/Unit Corrections Deputy on Wednesday evening by 9:00 p.m. Late orders will not be accepted. Failure to note **Booking, Name, Date, Location and Quantity** in a clear legible manner may result in the order not being filled that week.

Commissary will be delivered on Saturday to the main jail and Sunday to the new jail. If there are discrepancies or errors, they will be submitted to the Programs Sgt. who will refund money to the inmate's account.

If you are housed in disciplinary units 3SA, B, C, D or F, and 3NB, you will be limited to **necessities only**, when ordering commissary.

Inmate Clothing Purchased through Commissary

In addition to jail issued uniform items, inmates will have no more than two t-shirts, two pairs of socks, two pair of underwear, one sports bra (FEMALES) and one pair of thermal underwear in their possession. The limits listed above will be enforced by the cluster/unit Corrections Deputy's. Therefore, stay within these limits when ordering clothing through commissary.

- If any purchased clothing is torn, ripped or defaced in any way, it becomes contraband and may be discarded or placed in the inmate's property at Corrections Deputy's discretion.
- Commissary will **NOT** replace items lost or damaged during laundry.
- When you leave the facility, you are not allowed to give away purchased items to other inmates. Should an inmate be found with clothing they have no record of purchasing, items will be confiscated.

Access to Items for Religious Worship

PCDCC policies and practices have been revised to allow Muslim Inmates to purchase from the commissary with pre-authorization from the Programs Coordinator the following items, if they have a sincere religious belief that they should do so, for use in their cell and during congregate prayer:

Kufi, Miswak, Prayer Oil, and Prayer Rugs. Requests for purchase can be made by submitting a **religious** kite to the Programs Coordinator.

Kufi's: Inmates may wear an approved Kufi in their cell and during congregate prayer outside the unit. When not worn, such Kufi's must be stored with an inmate's personal items in his cell or bin/container that is used to store an

inmate's property. Inmates are responsible for properly storing their approved Kufi prior to transfers within the jail. Staff may request to search Kufi's for contraband at any time. **Purchase Price: \$7.00**

Prayer Rug: Inmates may request a second towel in lieu of a prayer rug. Upon request to the Programs Coordinator, the inmate will be provided an unused second towel of a different color from regular issue jail towels, to be use as a prayer surface in their cell and during congregated prayer. The prayer rug or second towel must be kept with the inmate's personal belongings when not in use for prayer. The second towel can be exchanged by the inmate for a new unused towel if it becomes soiled and no longer acceptable as a prayer surface. Authorization of a second towel will be documented in the inmate's behavior log. Staff may request to search Prayer Rugs for contraband at any time. **Purchase Price: \$15.00**

Prayer Oil: Any prayer oil approved for purchase is subject to removal at a later time should another employee or inmate develop a medically-documented sensitivity. **Purchase Price: \$5.00**

Miswak: A Miswak that is the same or similar size as issued toothbrushes, are to be used under the same conditions in which inmates of the same classification level are allowed to possess and use an authorized toothbrush. **Purchase Price: \$3.00**

Food Services

All meals served in the jail are prepared here. We serve you three meals daily at your housing unit. The Food Services Manager provides a **3,000 2600** calorie diet, approved by a dietician to meet FDA regulations.

Special diets for medical or religious reasons are provided. Dietary snacks are provided to inmates who have special medical needs. These special diets and snacks are arranged through the clinic or Program Coordinator.

Laundry Services

Laundry Services are provided to you during your stay in the facility. See your Housing Corrections Deputy for the laundry schedule.

Property and Property Exchange

You are only allowed a total of \$400.00 on your inmate money account. All requests to release money and/or personal property will be submitted on a Release of Personal Property Form. To release money, the form must be routed to the Classification Sergeant for screening and processing. To release property the form must be routed to the Release Sergeant for screening and processing.

Generally, money will be released for emergencies, attorney and legal fees, fines, bails, etc. Requests to release money must include the amount to be

released, the name and relationship of the person the money is to be released to, and the purpose of the release. Normally funds will only be released to the inmate's next of kin or bonafide attorney. Funds will be in the form of a check. Keys will be released to immediate family, roommate, employers, etc. to provide the safeguarding of vehicles and residences. Other property will not be released, except in extreme emergency and with proper approval. If your car was towed at time of arrest, a kite must be filled out for vehicle release and addressed to the specific towing company.

Authorized clothing for trials will be accepted at the New Jail reception desk, the day of trial only. Items will be traded one-for-one and no more than three (3) sets of clothing will be accepted for each inmate.

If you are being transferred to a Washington State institution, you may designate a person to pick up personal items you leave behind. The person you have designated must pick up your personal items within 60 days after you have left the jail or it will be disposed of in accordance with RCW 63.40.010 which reads, "Whenever personal property...shall come into the possession of the Sheriff...in connection with the official performance of his duties, and said personal property shall remain unclaimed for a period of sixty days...said county Sheriff may retain the property for the use of the Sheriff's office. Identification will be required prior to any exchange of your personal property."

Authorized Inmate Possessions

You can have a reasonable amount of personal property in your possession along jail issued items as long as safety and security requirements are met.

Authorized jail issued items are:

- One mattress
- One sheet
- One mattress cover
- One blanket (two during winter months)
- One towel
- One cup

Authorized Health items:

- One toothbrush
- One tube of toothpaste
- One comb

Purchased Commissary items in reasonable amounts determined by your classification level are authorized.

Authorized Male Issued Clothing:

- One uniform
- One T-shirt

- One pair of under shorts
- One pair of socks
- One pair of sandals

Authorized Female Issued Clothing:

- One uniform
- One T-shirt (one night-shirt, if housed at new jail)
- One bra
- One pair of underpants
- One pair of socks
- One pair of sandals

Inmate workers may have additional uniforms, tennis shoes and underwear issued to them.

Authorized Personal Property:

- Approved medication, medical prostheses, prescription eyewear, including contact lens container, dentures and hearing aids.
- Three books
- Current newspapers not to exceed three days and magazines received from a publisher not to exceed five.
- A reasonable amount of cards, letters and legal papers that can be stored neatly.
- Address books (no metal).
- Writing materials and a week's worth of pre-stamped envelopes.
- Personal photographs (non-Polaroid).

NOTE: Whenever you leave your housing unit, you must not have any property in your possession and your pockets must be empty. Exceptions may be made for court and medical needs.

Library/Educational Services

Books, magazines and other periodicals are available in your housing unit for Classification Levels 3 and above. A new selection is provided every week. Books are to be returned to the book box when reading is completed. Classification Level 2 inmates receive books via jail library book box. Class 2 inmates may have one religious book and 2 books (via jail book box) in their possession. Class Level 1 and 2 inmates are not authorized magazines or newspapers. Regardless of classification, there are no library services via book box for those housed in 3 South or 3 North B. Inmates in these housing units may send one kite request per week to the library requesting a book. Law Library services are available through the library via kite request. Only two legal requests will be processed at one time for individual inmate, and the time limit for return is 3 days. Submittal of more than two legal requests per inmate may prevent inmate from receiving any legal items requested. Return legal items to your Housing Corrections Deputy.

Education Classes

Adult Basic Education and Life Skills classes are taught when an instructor is available.

Housing Unit Routine

Your housing unit routine will depend upon your classification. Talk to your Housing Corrections Deputy for details.

Outdoor Recreation

You are permitted to have outdoor recreation one hour a day, three times a week. Inmates in disciplinary or administrative segregation (Classification Level 1) are not permitted outdoor recreation. Inclement weather or special needs of the facility could take precedence.

Minor Rule Violations

A minor infraction is defined as a violation of this facility's standards of conduct: disobedience of verbal or written orders from corrections staff, insubordination or disrespect toward corrections staff, or failure to comply with standard operating procedures. Following is a list of minor rule violations:

- Repeated swearing or use of vulgar language.
- Disturbing the sleep of other inmates.
- Threatening another person with bodily harm or with any offense against his/her person or property.
- Possession of money or currency unless authorized.
- Loaning of property for profit.
- Possession of contraband. Contraband is defined as anything not authorized for retention, not issued by regular channels, and/or an authorized item which has been altered to serve a purpose other than its original purpose.
- Failing to perform work as instructed by Corrections Staff when capable of doing so.
- Lying to staff members.
- Intentional failure to follow published safety or sanitary regulations.
- Smoking.
- Gambling.
- Encouraging other prisoners to break a facility rule.
- Passive refusal to follow a legitimate order of corrections staff which refusal does not:
 - **Cause a delay in any court proceedings.
 - **Involve or require physical contact with corrections staff.
 - **Require a change in routine operations.
 - **Delay lockdown or lockdown/count.

- Failure to prepare for morning inspections or to keep the cell in a clean and orderly manner.
- Entering a cell or bunk area not assigned to you.
- Sitting on or blocking stairways.
- Moving chairs into rooms, on top of tables or to the upper tiers.
- More than one person in the shower at one time.
- Hanging clothes to dry anywhere other than on clothing hooks.
- Possessing any clothing other than those issued by corrections staff.
- Possession of commissary items in excess of maximum amount based on your class level.
- Running or roughhousing.
- Failure to maintain proper personal hygiene.
- Failure to respond when called for medication distribution.
- Failure to sign the commissary forms after merchandise has been delivered.
- Hanging, gluing, taping or affixing anything to walls, doors, windows, cell lights, furniture or vents.
- Excessive use of call button.
- Disrespect towards staff.
- Knowingly making false complaints via the grievance system.
- Filing excessive duplicate grievances on the same issue.
- After lock-down, inmates in units or open or modified dorms failing to remain in their assigned bunks/cells unless using the restroom.
- Unauthorized taking of food trays, eating utensils or food items other than those purchased through commissary into cell or bunk areas at lunch and dinner meals.
- Retention of any food item served during meal times.
**ALL FOOD SERVED AND NOT CONSUMED DURING MEAL PERIODS WILL BE THROWN AWAY, INCLUDING FRUIT AND BREAD.
- Giving away, trading or selling any food item.
- Giving away, trading or selling anything of value.
- Present in any unauthorized area of the facility
- Deliberate tampering with or closing the door of a room other than your own.
- Tampering with or modifying the channel selection device on the TV.
- Using kites or other jail documents for personal use such as for mail.
- Two or more visitation no shows.
- Failure to follow any orders given by Corrections Deputies.
- Abuse of Religious accommodations.
- Abuse of Religious items.

NOTE: INMATES WILL BE HELD ACCOUNTABLE FOR THEIR CELL OR BUNK AREA. ANY DAMAGE INCURRED WILL BE THE INMATE'S RESPONSIBILITY.

Major Rule Violations

A major infraction is defined as violating any law of the State of Washington, Pierce County Codes, or of any rule described below to include any act that threatens or causes harm to another person. Major infractions include the following:

- The refusal or failure upon request to follow any order given by Corrections personnel, which refusal causes or tends to cause:
 - **Delay or interference in court proceedings.
 - **The diversion of Corrections Personnel.
 - **The destruction or damage to County property.
 - **Delay in lockdown and lockdown/count.
- Striking, hitting or throwing any object or substance at another person.
- Continuous or repeated yelling, shouting, or otherwise making noise for the purpose of disturbing the peace and order of the Corrections facility.
- Extortion, blackmail, demanding or receiving money or anything of value in return for protection against others, or under the threat of informing.
- Engaging in sexual acts with others.
- Engaging in sexual remarks/acts directed towards staff or others.
- Holding a person hostage.
- Fighting with another person.
- Intentionally mutilating or altering clothing issued by the County.
- Lying to a staff member with the intention of causing an innocent person to be penalized or proceeded against.
- Answering an intercom page for Corrections Personnel.
- Intentionally or recklessly setting a fire or possessing fire making materials.
- Claiming to be another person for any purpose.
- Intentionally or recklessly destroying or damaging County property or the property of another person.
- Stealing or knowingly possessing stolen property.
- Mail Manipulation.
- Tampering with or blocking any locking, safety, or emergency device. This includes tampering with any call button used to summon CCR or an elevator.
- Tampering with, damaging or mutilating any part of the facility structure, to include, but not limited to, electrical outlets, ceilings, cell windows, cabinets, sink and shower fixtures.
- Tampering with, damaging or mutilating County property within the cell areas, to include, but not limited to, television sets, telephones, ceiling

tiles, chairs, tables, brooms, mops, buckets, dust pans, scrub brushes, all other cleaning equipment.

- Possess or introduce any explosives/ammunition.
- Possess or introduce any gun/weapon/unauthorized tool.
- Possess or introduce unauthorized drug or intoxicant.
- Unauthorized possession of any Corrections Deputy or staff's clothing.
- Possession of or introduction, transfer or use of any narcotics, controlled substance, intoxicants or drugs not prescribed by medical staff.
- Becoming intoxicated or under the influence of any unauthorized drug, narcotic or controlled substance while in the jail facility or outside the jail on Corrections supervised activities.
- Giving or offering any official or staff member a bribe or anything of value for a service or favor.
- Rioting.
- The wearing of headbands, wristbands, and/or waist bands that are fabricated from issued items of clothing or bedding. Willful destruction or damage to County property is a chargeable offense.
- Attempting to commit, or aiding another person to commit, a serious infraction. Such action will be considered the same as the commission of the offense itself.
- Attempt to commit, or aiding another in suicide.
- Giving, trading or selling any medication to another.
- Providing false information to medical staff.
- Hand gestures such as gang signs, obscenities, etc.
- Hand inside of outer clothing.
- Communication with the public through the courtyard.
- Misuse of telephone pin number and telephone privileges.
- Sexual abuse or sexual misconduct.
- **New Jail** — Crossing the yellow line at the front of the unit without Corrections Deputy's permission.
-

Disciplinary Action for Major or Minor Infractions

Inmates guilty of a major infraction are subject to charges being filed by the Pierce County Prosecutor, referred to the Pierce County Sheriff for investigation or appearance before the Corrections Classification Board. Inmates guilty of a major or minor infraction are subject to one or more of the following sanctions:

- Removal from work assignments.
- Forfeiture of good behavior credit.
- Reclassified and placed in disciplinary or administrative segregation.
- Loss of privileges such as commissary, visiting, etc.
- Denial of Inmate Worker or unit worker assignments.
- Verbal or written reprimand.
- Lockdown or lockout of cell or bunk area.
- Charge for property damage.

Extreme Rule Violation

An extreme rule violation/infracton is defined as any act by an inmate that generates a felony general report or a major rule violation committed by a level 1 inmate.

Sexual Abuse and Sexual Misconduct

It is the policy of this department to have zero tolerance with regards to sexual assault, sexual abuse or sexual harassment in this facility, in compliance with statutes, regulations, PREA and best correctional practices. The Corrections Bureau will fully investigate, pursue disciplinary action, and refer for prosecution those who are determined to be perpetrators in such conduct.

If you feel you are the victim of a sexual assault, abuse, harassment or misconduct, you must contact a staff member immediately.

PCDCC has provided the service of a free call to the Rebuilding Hope Sexual Assault Center of Pierce County at ~~253-474-7273~~ 7-8-9

Cell Call Buttons

Cell call buttons are located within each old jail individual cell (next to the door or inside doors) within a unit or dorm area, except in 3 East and 4 East. Inmates assigned to the New Jail do not have call buttons. The buttons are intended to alert staff of an emergency situation. It is not intended for the purpose of routine inquiries.

Individual cells in 3 North C Unit and 4 North A & C Units have no bathroom facilities. Inmates assigned to these cells are encouraged to use the unit facilities prior to lockdown. If assigned to one of these areas, you are asked to request use of the unit bathroom facilities when your housing Corrections Deputy is inside the unit. The use of the call button to request the use of the bathroom facilities is allowed. However, excessive use of the call button for this purpose will not be tolerated.

Uniform Regulations & Dress Code

Inmates will wear issued jail attire that fits properly, and they will obey the following uniform regulations and dress code:

- Inmates are required to wear uniform trouser/overall and a t-shirt when out of assigned cell.
- Inmates must be fully dressed, to include wearing a uniform top while in the Corrections Deputies work station or exiting the housing area. During this same time a t-shirt will be worn so that it is tucked into trouser.

- Inmates will not wear more than one set of issued uniform attire or other underclothing at any one time. Along with the issued uniform attire, no more than one (1) shirt and (1) pair of socks will be worn during any one time.
- Inmates are not allowed to wear thermal clothing when escorted beyond the housing unit S/P outer gate. Exceptions: When escorting inmates to the 5th floor recreation court yard and when inmate workers are assigned to duties outside of assigned unit. It will be up to the discretion of the Escorting Corrections Deputy(s) to allow inmates to wear thermal clothing when they are escorted outside of the jail.
- Correctional Corrections Deputies will determine proper fit and size of issued clothing. Inmate attire should be worn so that it is neat and clean.
- To the extent possible, Corrections Deputies will ensure inmates are not wearing trousers that are too baggy. The t-shirt should not extend beyond the uniform top. If wearing a different size will not correct this, folding trouser or sleeve will be acceptable. Trousers will not be folded any higher than 2" – 4" from the back of the heel. Trousers are to be worn no lower than the waist/hips (no sagging).
- Inmates are to wear jail issued sandals.
- Trousers will not be tucked into socks.
- Inmates who write or draw on uniforms will be charged for clothing and/or charged for damages to county property.
- Inmates will not put hands inside of outer clothing as this is a major infraction.

Exceptions to the above may be allowed per Medical order/HSR or by Correctional Corrections Deputy with log entry in either inmate's behavior log or documented on inmate's management card.

Inmates may be infraacted for violation of Uniform Regulations and/or failure to follow Dress Code.

Religious Dress

As with all items authorized to be in the possession of inmates: 1) any use for other than the item's intended purpose may cause it to be confiscated; 2) the item is the inmate's responsibility, and Pierce County Detention and Correction Center (hereinafter "PCDCC") will not be responsible for its loss or damage, not caused by the negligence of the PCDCC; and 3) it will be subject to search which may include but not be limited to both visual and physical (touching) of the item to be inspected.

Trouser Hem Length: PCDCC policies and practices have been revised to allow inmates with sincerely held religious belief to roll up their trouser hems so that they do not fall below the ankles while in living units, including within their bunk area, cells, dayrooms, in yards attached to the housing unit, and in multipurpose rooms attached to housing units. Unless otherwise permitted by PCDCC policy or directed by a court, inmates will not be allowed to roll up their pant hems when outside their unit. In all instances, inmates will be required to unroll their trouser

hems upon request in order to check for contraband and at all times while outside their unit. Pant hem length will be no higher than 2-4 inches from bottom of back of heel.

Abuse of Religious Accommodations: If an inmate abuses a religious accommodation (e.g., by misusing an approved religious item for other than its intended purpose or by demonstrating misconduct during congregative prayer or study time. PCDCC may deny the relevant accommodation/religious item from that inmate for so long as the reason for the denial remains. Confiscation of religious items and denial of congregative prayer and study opportunities shall be documented in writing, along with the reasons therefore.

Inmate Worker Program/Unit Workers

The jail operates an inmate worker program where incarcerated inmates perform various work details throughout the jail facilities. These work details include the kitchen, laundry, painting, pulling meal carts, janitorial, library, commissary and special project work crews. This program is coordinated by a Corrections Deputy. Current criteria required to be screened for inmate worker status: Maximum bail ~~— \$35000~~ ~~\$50,000.00~~ total of all charges; positive behavior, willingness to learn and work hard, and pass medical exam. Success in this program warrants a letter written to the judge on your behalf. Letters to the Judge is done via a court order from the presiding judge, it is not automatic.

If interested in being screened for this program, send a kite to the Inmate Worker Coordinator.

Unit Workers are inmates who live and work solely in a housing unit (See Housing Corrections Deputy). Inmates with the following charges, INS, USM, those with two-strike sex offenses, three strikes, aggravated murder, murder 1, murder 2, attempted murder charges, management problems or death penalty cases will not be eligible for unit worker status.

House Rules

Most of the housing rules listed below are in addition to the major and minor rule infractions. A housing rule applies to an aspect of behavior and cleanliness in the housing unit. A violation of a housing rule is an infraction. The type of sanction you receive for a housing rule violation will depend upon the severity of the rule violated. These rules are necessary to ensure peace and harmony in the unit and to provide safety and security for staff and inmates. Some of the rules listed may be either major/minor infractions because they relate to living in a housing unit. Unless otherwise noted, these rules will apply to both Main and New jail facilities.

- **In case of emergency**, contact the nearest Corrections Deputy.
- **Whenever a staff member tells you to lock-down, go directly to your bunk** and stay there until otherwise directed. **You will not make any**

detours, i.e., stopping for water, books, sharpening pencils, etc. (see major/minor rule infractions also).

- Inmates will not conduct themselves in a distracting or disturbing manner as defined by the cluster/unit Corrections Deputy. They will act in a dignified respectful manner.
- No inmate will change cell/bunk assignment unless directed by cluster/unit Corrections Deputy.
- Both TV and phones are a privilege and will be turned on at the Corrections Deputy's discretion. The length of time for viewing and use of phones depends upon the Differentiated Inmate Management (DIM) privileges which correspond to your classification level.
- The cluster/unit Corrections Deputy controls the television channel selection. No Music channels are allowed (BET, MTV, and CMT).
- No contraband is allowed. The definition of contraband is anything altered, not being used for its original purpose or items that are not authorized into the jail facilities.
- Outgoing mail will not be processed and mailed out if there is any type of decorative drawing(s) or wording (excluding address and return address) on the envelope.

House Rules--Medical/Dental/Mental Health:

- If you write a kite requesting medical, dental or mental health attention, place it in the "MEDICAL" kite box. This is to protect your confidentiality. Only medical staff will retrieve and review these kites.
- Providing medical staff with false information is a major infraction.
- **Medication Distribution: Line-up/single file, with a cup of water (no other type of fluid may be in your cup) to receive medication. Old Jail — Must stand 5 feet from cart if it is not your turn to receive medication. New Jail — stand behind yellow line. Do not discuss other medical issues during med. pass.**

House Rules--Food:

- Food items served at meal times are to be eaten when served. You are not allowed to save food items for later consumption (see minor rule violations).
- You will not trade, sell, gamble for, or give away meal trays or food items to other inmates (see minor rule violations).

House Rules--Communication/Facility Etiquette:

- You will not abuse phone privileges. If there is someone waiting to use the phone, you will limit yourself to one call. You may get back on the phone line again after your initial call, if you so choose.
- No loitering near the cluster/unit windows.
- When exiting the cluster/unit, inmates will **wear their entire uniform with undergarments** (see Uniform Regulations & Dress Code).
- Do not talk to visitors unless directed otherwise by a Corrections Deputy.

- You will not attempt to communicate with inmates from other units or in the hallway.
- While walking in a facility hallway, walk single file on the side indicated by the escorting Corrections Deputy. There will be no talking.
- There will be no talking during a routine or emergency lock-down. Excessive noise or talking during or after lock down may result in the unit Corrections Deputy imposing sanctions.

House Rules--Property/Personal Hygiene & Cluster/Unit Cleanliness:

- Prisoners removing hair supplements (examples: wig, toupee and hairpiece) will have said items placed into their property bag. Loose hair will be discarded.
- All inmates are expected to keep up good personal hygiene by **showering frequently and exchanging clothing/linen during authorized times.** You are encouraged to shower daily.
- Razors will not be used to shave one's head.
- Showers, sinks and toilets are to be cleaned after each use by the individual last using them.
- Shower curtains will remain open unless someone is showering.
- No spitting is allowed except into the toilet.
- **Main Jail** — cell windows will be free of paper/pictures and trash will be removed from area between window and metal cell screen.
- **Main Jail** — cell air vents and lights will be free of paper/cloth/pencils.
- No clothing is to be washed out by hand nor is clothing to be hung in the unit unless given permission by the unit Corrections Deputy.
- Personal shoes are not to be worn by anyone other than the person that is authorized to wear the shoes.
- Inmates must wear uniform pants and shirt at all times inside the unit unless showering or in bed covering up (t-shirt and uniform shirts are acceptable). Females must wear a bra with t-shirt.
- Clothing purchased through commissary belongs only to the person who purchased it. It cannot be sold, traded or given away. It will be confiscated if discovered in someone else's possession.
- **FEMALE PRISONERS:** **Must wear a bra** with their t-shirts or long-johns. A uniform shirt must be worn when not wearing a bra.
- **New Jail:** **No night shirts may be worn from 0710-2100 hours.** After this time, when wearing a night-shirt, the uniform pants will also be worn if the prisoner is off the bunk for any reason. **This rule applies to Old Jail/5 West inmates too.**
- Uniform pant legs and shirt sleeves will not be "pegged" or tucked or rolled. If the uniform pant legs are too long, they each may be folded to ankle length or 2-4 inches above the heel if the inmate has a documented religious accommodation.
- Uniform pants must be worn at ankle length for both legs at all times unless medical staff authorizes or they have a documented religious accommodation.

- There will be no sagging of uniform pants. They are to be worn at waist level above the buttocks.
- All inmates will assist in the unit cleanings by picking up after themselves. (Any item left in the dayroom after lock-down can be confiscated).
- All inmates will participate in unit cleaning duties. The day you are assigned clean up duties will depend upon your bunk/cell assignment.
- Brooms, mops, book boxes and mop buckets will not be used for anything but their intended purpose.
- When an inmate is not occupying the bunk, it will be neatly made up. You are not allowed on another inmate's bunk.
- All your property will be stored in your bin, not on or around your bunk/dayroom area.
- If you **damage county property** (including clothing/bedding) you will lose privileges and/or have the property's replacement cost deducted from your account (see major infractions).

Inmate Behavior in the Unit:

- Inmates will not slam dominoes or cards on the tables.
- You are not allowed to sit on the stairs.
- You are not allowed to sit or put your feet on the tables.
- You may sit on one chair at a time, NOT STACKED CHAIRS. Do not use them as a stepping stool. Before 10 p.m. lock-down, all chairs must be stacked on the lower tier or stacked and stored in an area designated by the Corrections Deputy.
- No chairs are allowed in the cells. Chairs will not be placed that block common pathways for staff or other inmate, i.e., in front of the stairs.
- Inmates are not to put their legs over the arms of the chairs, nor are they to put their feet in the chairs.
- When finished using a chair, the chair will be stacked quietly.

House Rules — Roll-up:

- When rolling-up, do not sell, trade or give away clothing purchased on commissary. Take it with you.

House Rules — Storage units/bins

- Each bunk/cell is provided with a storage unit commonly referred to as a storage bin. Inmates will maintain their authorized personal property in the storage bin in a clean organized manner.
- No food items other than commissary are allowed in the bin.
- Inmates shall place their bin in the middle of the bunk or on the floor.
- When not in use, the storage bins will be placed on the end of the bunk or on the floor.
- Damage to a storage bin shall be the sole responsibility of the inmate assigned to the bunk/cell. Inmates will be charged a replacement cost.
- Excessive items in the bin will be considered contraband and will be

confiscated.

House Rules — Specific to New Jail

- When leaving the unit, you may take your bin to the staff station or place it where the Corrections Deputy directs. This is to protect your property.
- During the lights out period (2200—0700 hours—excluding breakfast feeding), inmates must remain on their bunks and use the restroom one at a time. Do not form lines waiting for the restroom or congregate anywhere in the unit during these hours. You must have your uniform pants and t-shirt on when off your bunk to use the restroom.
- **Crossing the yellow line at the front of the unit, without the unit Corrections Deputy's permission** is a major infraction. Do not go near the staff station or staff equipment or property.

Weekly Formal Inspections

- **Main Jail Housing Units** will be inspected by the Chief of Corrections and designee on Wednesday morning between 0830 — 1000 hours.
- **New Jail Housing Units** will be inspected on Friday mornings — same time frame.

Formal Inspection Rules

- Inmates will be standing by their bunk/cell or seated in the dayroom area per Housing Corrections Deputy.
- Inmates will be in their full uniform for inspection.
- Inmates will be quiet during the inspection process.
- Beds will be made and blue bins will be on the bunk.
- The contents of the blue bin will be organized and any clothing folded neatly.
- Sleeping areas, bathroom and dayroom areas will be clean and neat.

DAMAGED COUNTY PROPERTY

- Inmates are responsible for the proper care of issued items and are required to reimburse the Pierce County Jail for any damages to these items other than that which would occur with normal use.
- Damages include any type of vandalism to the Corrections facilities, equipment, supplies, furniture or property. This will include damage or "graffiti" to the paint, damage or tampering with any barrier, surveillance or security device or equipment. Costs to replace or repair such items may include staff wage costs in addition to the actual replacement/repair costs and will be deducted from the inmate's account.
- In severe cases, criminal charges will be sought from the Pierce County Prosecutor's Office in accordance with Federal, State, County and local laws.

- Discipline will be imposed. See infractions section.
- If there are not enough funds in an inmate's account, a negative balance will be entered in the account until the funds are received. These debts must be paid before funds can be used for commissary.
- The classification staff will prepare a "Notice of Deduction" letter and send it to the inmate. An inmate must submit a request for an appeal hearing within 72 hours of receiving the notice of deduction letter.
- If an appeal is requested, it will be held within 72 hours, excluding weekends and holidays.

Incarcerated Veteran's Program:

The Incarcerated Veteran Program in association with the Pierce County Veteran Program is designed to assist **eligible** Veterans who are currently in custody or recently released from Pierce County Corrections facilities in their efforts to end the cycle of homelessness and involvement the criminal justice system.

What we can do for you;

- Advocate **with your attorney** for alternative sentencing, i.e.: substance abuse and/or mental health treatment; veteran drug court
- Shelter and transitional housing assistance.
- Assist you in obtaining financial aid from the Pierce County Veterans Bureau and State and Federal VA programs
- Support your employment search via vocational counseling, resume assistance, transportation and provision of work clothes and tools.
- Hygiene supplies, assistance obtaining ID cards or drivers licenses.
- Provide forms and some assistance in upgrading a less than honorable discharge.

Eligibility;

- Honorable, Medical or Under Honorable Conditions Discharge or Eligible for Federal VA Medical Services
- 181 days of active duty service.
- You must have no convictions for arson or sex offenses.

In those cases where we may not be able to advocate for an early release or sentence reduction and you are still interested and in need of our services, your first stop upon your release should be at our offices. Thank you for your service.

James Bolz Veterans Benefit Specialist Veterans Reintegration Program Office: 253.798-2315	David Green Program Specialist Incarcerated Veterans Program Office: 253-320-5238
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EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT

CONTRACT NO. 92068

Consolidated Food Management, Inc., hereinafter called Contractor, and Pierce County, hereinafter called County, agree as set forth in this Agreement, including: (General Conditions), pp 2 to 6, Exhibit A (Scope of Work), pp.7 to 12, Exhibit B (Compensation), pp 13 to 15, Exhibit C (Contract Compliance for Professional, Technical, Supply, or Services - dated 03/10), pp 16 to 19, and Exhibit D (any Special Provisions), p. 20, copies of which are attached hereto and incorporated herein by this reference as fully as if set forth herein.

The term of this Agreement shall commence on the 1st day of January, 2014, and shall, unless terminated or renewed elsewhere in the Agreement, terminate on the 31st day of December, 2014, and shall renew annually for four (4) additional one year terms, unless either party gives notice of non-renewal not less than 60 days prior the expiration of any one year term.

The maximum consideration for the initial term of this Agreement or for any renewal term shall not exceed \$2,099,000.00. The County has established the following BARS expenditure code for this Agreement: Pierce County Jail Bars: 001.127.0000.52391.41.0009, Remann Hall Bars: 001.121.0000.52760.41.0009, which shall be included on all billings or correspondence in connection therewith.

Contractor acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 5, 13, 20, and 23, are totally and fully part of this contract and have been mutually negotiated by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this 19 day of May, 2014.

CONTRACTOR:

FRANK R. LOWE
Name
Signature
PRESIDENT/CEO
Title of Signatory Authorized by Firm Bylaws

Address:
7429 SE 27TH ST.
MERCER ISLAND, WA 98040

Mailing Address:
SAME AS ABOVE

UBI No: 600-417-754

Contact Name: TED HANBY

Contact Phone: 206-232-9771

Contact FAX: 206-232-1533

CONTRACTOR:

Complete the tax status information for one of the following business entity types. Individual or Corporate name must exactly match that which is registered with either Social Security Administration or Internal Revenue Service.

SOLE PROPRIETOR:

Business Owner's Name
DBA/Business or Trade Name (if applicable)

Business Owner's Social Security Number

PARTNERSHIP:

Name of Partnership

Partnership's Employer Identification Number

CORPORATION:

CONSOLIDATED FOOD MANAGEMENT, INC.
Name of Corporation

91-1154393
Corporation's Employer Identification Number

PIERCE COUNTY:

Approved as to legal form only:

[Signature]
Deputy Prosecuting Attorney
5/5/14
Date

Recommended:

[Signature]
Budget and Finance
5/19/14
Date

Approved:

[Signature]
Sheriff Department
5/14/14
Date

[Signature]
Juvenile Court Administrator
5/12/14
Date

[Signature]
Pierce County Executive (\$250,000 or more)
5/19/14
Date

Contractor Name: Consolidated Food Management (C.F.M.)

Contract No. 92068-000

GENERAL CONDITIONS

Substantially the following additional provisions will be incorporated into any negotiated contract resulting from this RFP:

1. Scope of Contractor's Services:

The Contractor agrees to provide to the County services and any materials set forth in the project narrative identified as Exhibit "A" during the Agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

2. Accounting and Payment for Contractor Services:

Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B." Where Exhibit "B" requires payments by Pierce County, payment shall be based upon billings, supported unless otherwise provided in Exhibit "B," by documentation of units of work actually performed and amounts earned, including where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested. Unless specifically stated in Exhibit "B" or approved in writing in advance by the official executing this Agreement for Pierce County, (hereinafter referred to as the "Contracting Officer"), the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, through the County voucher system for the Contractor's service pursuant to the fee schedule set forth in Exhibit "B."

3. Assignment and Subcontracting:

No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the Contracting Officer.

4. Labor Standards and Contract Assistance:

The Contractor shall comply with the provisions of Exhibit "C", attached hereto, titled "Contract Compliance For Professional, Technical, Supply or Services".

5. Independent Contractor:

The Contractor's services shall be furnished by the Contractor as an independent Contractor and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent Contractor.

The Contractor acknowledges that the entire compensation for this Agreement is specified in Exhibit "B" and the Contractor is not entitled to any County benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to Pierce County employees. The Contractor represents that he/she/it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract to the Internal Revenue Service, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

Contractor will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including but not limited to settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.

6. No Guarantee of Employment:

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

7. Taxes:

The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to make withholding for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable

Contractor Name: Consolidated Food Management (C.F.M.)

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for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

8. Regulations and Requirement:

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington, and to any other provisions set forth in Exhibit "D."

9. Right to Review:

This contract is subject to review by any Federal or State auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Contracting Officer. Such review may occur with or without notice, and may include, but is not limited to, on site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for 3 years after contract termination, and shall make them available for such review, within Pierce County, State of Washington, upon request.

10. Modifications:

Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.

11. Termination for Default:

If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

12. Termination for Public Convenience:

The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion, that such termination is in the interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

13. Defense & Indemnity Agreement:

The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elected officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and for damages to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, his/her Subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury

Contractor Name: Consolidated Food Management (C.F.M.)**Contract No.** 92068-000

or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees.

The preceding paragraph is valid and enforceable only to the extent of the Contractor's negligence where the damages arise out of services or work in connection with or collateral to, a contract or agreement relative to construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate, including moving and demolition in connection therewith, a contract or agreement for architectural, landscape architectural, engineering, or land surveying services, or a motor carrier transportation contract and where the damages are caused by or result from the concurrent negligence of (i) the County or its agents or employees, and (ii) the Contractor or the Contractor's agents or employees."

14. Insurance Requirements

The insurance coverages specified in this paragraph (14.) are required unless modified by Exhibit D of this agreement. If insurance requirements are contained in Exhibit D, they take precedence

The Contractor shall, at the Contractor's own expense, maintain, with an insurance carrier licensed or eligible under RCW Chapter 48.15 to do business in the State of Washington, with minimum coverage as outlined below, commercial automobile liability insurance, and either commercial general liability insurance, or, if any services required by the contract must be performed by persons licensed by the State of Washington, professional liability insurance:

<u>Commercial Automobile Liability</u>	Bodily Injury Liability and Property Damage Liability Insurance \$1,000,000 each occurrence <u>OR</u> combined single limit coverage of \$2,000,000, with not greater than a \$1000.00 deductible.
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<u>Commercial General Liability</u>	Bodily Injury Liability and Property Damage Liability Insurance \$1,000,000 each occurrence <u>OR</u> combined single limit coverage of \$2,000,000, with not greater than a \$1000.00 deductible.
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<u>Professional Liability Insurance</u>	Shall include errors and omissions insurance providing \$1,000,000.00 coverage with not greater than a \$5,000.00 deductible for all liability which may be incurred during the life of this contract.
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Pierce County shall be named as an additional insured on all required policies except professional liability insurance, and such insurance as is carried by the Contractor shall be primary over any insurance carried by Pierce County. The Contractor shall provide a certificate of insurance to be approved by the County Risk Manager prior to contract execution, which shall be attached to the contract.

Pierce County shall have no obligation to report occurrences unless a claim is filed with the Pierce County Auditor; nor shall Pierce County have an obligation to pay premiums.

In the event of nonrenewal or cancellation of or material change in the coverage required, thirty (30) days written notice will be furnished Pierce County prior to the date of cancellation, change or nonrenewal, such notice to be sent to the Pierce County Risk Manager, 955 Tacoma Ave South, Suite 303, Tacoma, WA 98402."

15. Industrial Insurance Waiver

With respect to the performance of this Agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this Agreement.

16. Venue and Choice of Law:

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Pierce. This Agreement shall be governed by the law of the State of Washington.

17. Withholding Payment:

In the event the Contracting Officer determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and

Contractor Name: Consolidated Food Management (C.F.M.)

Contract No. 92068-000

payable to Contractor the amount determined by the County as necessary to cure the default, until the Contracting Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 10 days after it determines to withhold amounts otherwise due. A determination of the Contracting Officer set forth in a notice to the Contractor of the action required and /or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement. The County may act in accordance with any determination of the Contracting Officer which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount so paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the County under this clause.

18. Future Non-Allocation of Funds:

Notwithstanding any other terms of this Agreement, if sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County will not be obligated to make payment for services or amounts after the end of the fiscal period through which funds have been appropriated and allocated, unless authorized by county ordinance. No penalty or expense shall accrue to the County in the event this provision applies.

19. Contractor Commitments, Warranties and Representations:

Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

20. Patent/Copyright Infringement:

Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:

- a. That Contractor shall be notified promptly in writing by County of any notice of such claim.
- b. Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

21. Disputes

a. General

Differences between the Contractor and the County, arising under and by virtue of the Contract Documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Contracting Officer, shall be final and conclusive.

b. Notice of Potential Claims

The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Contracting Officer or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the Work performed, labor and material used, and all costs and additional time claimed to be additional.

c. Detailed Claim

The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the

Contractor Name: Consolidated Food Management (C.F.M.)

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County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

22. Ownership of Items Produced

All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County.

23. Confidentiality:

The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the Pierce County Prosecuting Attorney or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

24. Notice:

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Contractor to the department head of the department for whom services are rendered, and to the County Purchasing Agent, 615 S. 9th, Tacoma, WA 98405-4673. Notice to the Contractor for all purposes under this Agreement shall be given to the address reflected below. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.

25. Severability:

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

26. Waiver:

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

27. Waiver of Non Competition:

Contractor irrevocably waives any existing rights which it may have, by contract or otherwise, to require another person or corporation to refrain from submitting a proposal to or performing work or providing supplies to Pierce County, and Contractor further promises that it will not in the future, directly or indirectly, induce or solicit any person or corporation to refrain from submitting a bid or proposal to or from performing work or providing supplies to Pierce County.

28. Survival:

The provisions of paragraphs 5, 7, 9, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, and 26, and the provisions of any non-collusion affidavit required by paragraph 4, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

29. Entire Agreement: This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

30. Cooperative Purchasing. The Washington State Interlocal Cooperative Act RCW 39.34 provides that other governmental agencies may purchase goods and services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties are willing. The Contract maximum for this contract per annual term, or for any renewal period, is for Pierce County's use only. Other agencies may use this contract up to their contract limits, if any, exclusive of and in addition to the County's contract maximum. By ordering and providing service under terms of this contract to any other governmental agency or jurisdiction, the governmental agency and the Agency agree to indemnify, defend and hold harmless Pierce County and District Court from any and all obligations, claims, or expenses, including attorney's fees, arising out of such action.

Contractor Name: Consolidated Food Management (C.F.M.)Contract No. 92068-000

EXHIBIT "A"
(SCOPE OF WORK)

The contract documents shall consist of this contract, the Request for Proposal #1059, the contractors response to RFP #1059 dated August 29, 2013 and all documents referenced or incorporated therein, all of which are incorporated by reference as though set forth in full herein whether or not attached hereto and shall form an integral part of this contract. If there is any conflict between the provisions of this contract and the other contract documents, this contract shall control.

Contractor Responsibilities for Food Service in the Pierce County Jail:

- A. Contractor must possess the managerial and administrative expertise to operate the food service program. Contractor staffing is based on the current 2013 population (meals served) and includes a Food Services Director and Assistant Food Services Director to manage the food service program at the Pierce County Jail and Remann Hall.
- B. Contractor shall be responsible for the management and operation of the food service on the premises, including but not limited to general supervision of food service areas, recruiting, interviewing, training and direction of food service employees, and the preparation and serving of food and beverages on the premises.
- C. Contractor shall be responsible, as the agent of the County, solely for purchasing food and supplies necessary for complying with this agreement. All food and supplies purchased for the fulfillment of this Agreement on behalf of the County shall remain the property of the County.
- D. Contractor will maintain ownership in the food and supplies inventory already in its possession. A physical inventory shall be taken as required by the Front Line Manager or Assistant and one other Correctional Services employee of Contractor. Copies of inventory will be on hand for inspection.
- E. Contractor will, whenever practical, purchase food from local vendors within the borders of Pierce County.
- F. Contractor will assign the management and labor set forth in the labor section of Contractor's proposal to operate the jail kitchen. Shift coverage will be provided for all twenty-one meals. All salaries, wages, workers compensation insurance and other benefits for Contractor employees will be borne by Contractor. Contractor will require all employees to have a Health Department food handlers permit. Contractor shall provide a staffing schedule and any updates that may occur upon execution of the Contract.
- G. Contractor will operate the kitchen food service program using experienced and professionally trained personnel.
- H. Contractor shall implement a written food service plan with clear objectives, policies, procedures and annual evaluation of compliance.
- I. Contractor shall provide food service which meets Commission of Correctional Healthcare standards.
- J. Contractor shall fulfill any requests requiring special dietary needs (food allergies, special diets, religious requirement, etc.).
- K. Contractor will not serve meals to correctional officers that have been prepared by inmates.
- L. Contractor shall manage adequate staffing levels and/or proper inmate supervision.
- M. Contractor shall operate a clean and safe kitchen.
- N. Contractor shall adhere to the Pierce County Sheriff's Department Corrections Bureau security policies and procedures.
- O. Contractor shall provide menu variety and quality product.
- P. Contractor shall work with the County in creating a marketing plan to identify potential opportunities to sell meals to other organizations.
- Q. Contractor Front Line Managers shall be thoroughly trained in all aspects of food service management, including but not limited to:
 - Development of Standard
 - Purchasing, Receiving and Storage of Product
 - Menu Development
 - Menu Presentation
 - Preparation and Production
 - Modified Diet Requirements
 - Delivery Systems
 - Sanitation
 - Personnel Management
 - Security
 - Planning and Budgeting
- R. In addition to Contractor supervisory and training staff on-site during the opening, Front Line Managers shall be supported by the Staff Dieticians, the District Manager, the Regional Sales Director, and the Regional Vice President. They shall work with the County and food service personnel as added assurance that the Contractor's program is meeting Contractor standards and the County's goals.

Contractor Name: Consolidated Food Management (C.F.M.)**Contract No. 92068-000**

- S. Contractor shall prepare the meals and load them onto carts in the kitchen. The daily meal count will be verified by County employees prior to delivery. The County will reconcile the meal count daily. In the event of any dispute regarding meal counts and the resulting charge, the Corrections Chief or designee shall resolve any discrepancy.
- T. Contractor cook/supervisor along with inmate workers shall deliver trays or meals to the floor housing units. Contractor cook/supervisor or County cook/supervisor along with inmate workers will pick up soiled trays from same areas after the meals have been consumed and deliver the trays back to the kitchen.
- U. The County shall have the right to inspect the meals prepared by the Contractor to determine compliance with the contract, reject food not meeting the requirements of the contract, and withhold meals or portions of meals not meeting the requirements of the Contract.
- V. The Contractor designates the Food Services Supervisor as its Authorized Representative. The Contractor's Authorized Representative shall be present at the facility as is necessary to assure satisfactory performance of the food services program as set forth in the Contract.
- W. All personnel used by the Contractor in the performance of these services must complete a background investigation conducted by the Sheriff's Department. If an employee is refused clearance for assignment to the Pierce County Jail the Contractor will be notified.
- X. The Contractor will be provided ingress and egress to the facilities necessary for the provision of services pursuant to this contract as determined by the Sheriff.
- Y. The Contractor shall comply with all security requirements of the Sheriff's Department including, but not limited to those set forth in RFP 1059. Admittance to the facility will be denied any employee whose previous criminal activities would compromise the security of the facilities. The Sheriff's department reserves the right to refuse admittance to the facilities to any current or future contract employee for cause.
- Z. Contractor shall maintain documentation of menus which reflect the meals actually served in order to verify that nutritionally adequate diets were provided. The Contractor must submit such documentation weekly to the Corrections Chief or designee. The Contractor shall retain all documents pertaining to the Contract for three (3) years from the termination of this contract or until the County audits are complete and exceptions resolved for the funding period covered by the contract, whichever is longer, unless the Contractor is notified in writing by the County of the need to extend the retention period as a result of pending litigation. All such records shall be deemed confidential, and shall not be disclosed by the Contractor to any person or entity not a party to this contract, without the prior written consent of the County. Upon request, the Contractor shall make these records available to the Sheriff's department or the Pierce County Budget and Finance Department.
- AA. Food or other services required by Pierce County outside the scope of this contract will be provided by the Contractor upon written authorization by Pierce County Administration and mutually agreed upon price for such services. The Contractor agrees to consult with the Chief or designee and to comply promptly and fully with the reasonable requests or directives issued by the Chief or designee.
- BB. Other than normal wear and tear of equipment, the Contractor shall reimburse the County at the actual cost of repair and a 5% penalty of replacement value of the equipment for any damage to equipment due to negligence or sabotage if these types of instances occur more than three times in a 90 day period
- CC. Contractor shall provide food service to inmates, staff and others as designated by the County on the premises, on such days and at such times as the County shall prescribe.
- DD. Contractor shall provide input to the County on operating policies for the food service conducted by the Contractor. Policies shall be set by the County.
- EE. Contractor shall maintain the highest ethical relationships with its customers, employees, suppliers and competitors in the performance of this Agreement.
- FF. Contractor shall be responsible for the supervision of washing of dishes, trays, pots, pans, and utensils cleaning and sanitation of food equipment, counters, serving lines, dishes, and day-to-day and periodic cleaning, sanitation and housekeeping in the entire kitchen and storage areas.
- GG. Each day, the Contractor shall remove all kitchen trash to the dumpsters designated by the County.
- HH. Contractor shall provide dishwashing soaps, floor cleaner, kitchen cleaning supplies, aprons, rubber gloves, kitchen rags, paper sack lunch bags, and hand soap.
- II. Contractor shall on the date of implementation of this contract provide a coffee stand for County staff. Contractor shall provide a menu selection specific for staff that allows the opportunity for meals other than the daily inmate meal at same date.
- JJ. Contractor shall require a member of its resident management staff on the County's premises to be available for food service meetings on a regular basis, as determined by the County, as well as participate in mutually agreeable activities, promotions and communication campaigns related to its food service program.
- KK. All records of the Contractor bearing upon food service operations on the County's premises shall be maintained by the Contractor. The County shall have the right to inspect, at any time during business hours, records that pertain to this Agreement. Records shall be kept on file for three (3) years, or for such other period of time as may be required by the County after the end of this Agreement. The County shall have the right to conduct reviews and inspections of the food service operation.

Contractor Name: Consolidated Food Management (C.F.M.)**Contract No. 92068-000**

- LL. Contractor shall conduct its operations on the County's premises in the most professional and efficient manner possible consistent with the County's policies, facilities, and good food service practices, and in accordance with applicable government regulations.
- MM. Upon termination of this Agreement, Contractor shall vacate all parts of the premises occupied by Contractor in the same condition as made available to the Contractor, reasonable wear and tear excepted.
- NN. Any agreements to provide meals to other agencies utilizing the Pierce County Jail kitchen facilities and/or staff assigned to this contract shall be negotiated and approved by the County.
- OO. Contractor will neither permit smoking within the Correction Facility, except those areas that are designated for this purpose, nor permit any unlawful practices of any kind on County premises by Contractor's employees. Any and all rules applicable to County corrections staff shall apply equally to Contractor's employees.
- PP. Contractor shall comply with all Federal, State and Local laws, regulations and requirements applicable to the services and operations provided herein, and applicable Federal and State wage and hour requirements. Contractor shall obtain any and all licenses or permits necessary for the meal service operation on the premises, as direct cost of operation, except those that may be imposed on the County to bring up to code the facilities, whereby the County shall be responsible. Contractor shall collect all taxes as a direct cost of operation. In the event any tax becomes due upon subsequent audits by an authorized governmental agency having jurisdiction, County shall indemnify and save harmless Contractor for any payment of said taxes, excluding any penalties and interest that may be assessed because of charges arising out of Contractor's refusal or failure to remit taxes when due. The County agrees to reimburse Contractor for any tax changes which may be deemed retroactive charges by an authorized governmental agency having jurisdiction, from any earlier accounting periods.

Contractor Responsibilities for Food Service at Remann Hall:

- A. Contractor must possess the managerial and administrative expertise to operate the food service program. Contractor staffing is based on the current 2013 population (meals served) and includes the same Food Services Director and Assistant Food Services Director that is assigned to the Pierce County Jail. Contractor shall be responsible for the management and operation of the food service, including but not limited to general supervision of food service areas, recruiting, interviewing, training and direction of food service employees, and the preparation and serving of food and beverages on the premises.
- B. Contractor will interview current County Cooks employed at Remann Hall and offer employment if they meet the criteria set forth by Contractor.
- C. Contractor shall be responsible, as the agent of the County, solely for purchasing food and supplies necessary for complying with this agreement. All food and supplies purchased for the fulfillment of this Agreement on behalf of the County shall remain the property of the County.
- D. Contractor will, whenever practical, purchase food from local vendors within the borders of Pierce County.
- E. Contractor will maintain ownership in the food and supplies inventory already in its possession. A physical inventory shall be taken as required by the Front Line Manager or Assistant and one other Correctional Services employee of Contractor. Copies of inventory will be on hand for inspection.
- F. Contractor will assign the management and labor set forth in the labor section of Contractor's proposal to operate the kitchen in the adult detention facility and to deliver meals to Remann Hall. Shift coverage will be provided for all twenty-one meals per week. All salaries, wages, workers compensation insurance and other benefits for Contractor employees will be borne by Contractor. Contractor will require all employees to have a Health Department food handlers permit.
- G. Contractor shall operate the kitchen food service program using experienced and professionally trained personnel.
- H. Contractor shall implement a written food service plan with clear objectives, policies, procedures and annual evaluation of compliance.
- I. Contractor shall serve meals to the juvenile population at Remann Hall that meets the specific requirements under the Child Nutrition Program administered by the Office of Superintendent of Public Instruction (OSPI). This includes all required documentation due to the fact that Pierce County Juvenile Court is subject to program audits on Remann Hall. The meals and preparation must be in compliance with the nutritional and caloric count guidelines that are set forth by OSPI. These guidelines are subject to change at any time by OSPI.
- J. Contractor shall fulfill any requests requiring special dietary needs (food allergies, special diets, religious requirement, etc.).
- K. Contractor will not serve meals to detention staff that have been prepared by inmate labor.
- L. Contractor will serve the same meals to the detention staff as are served to the juvenile population at Remann Hall.
- M. Contractor shall operate a clean and safe kitchen.
- N. Contractor shall adhere to the Pierce County Juvenile Court's security policies and procedures at Remann Hall, including requirements that all personnel entering Remann Hall pass a background check.
- O. Contractor shall provide menu variety and quality product.

Contractor Name: Consolidated Food Management (C.F.M.)

Contract No. 92068-000

- P. Contractor Front Line Managers shall be thoroughly trained in all aspects of food service management, including but not limited to:
- Development of Standard
 - Purchasing, Receiving and Storage of Product
 - Menu Development
 - Menu Presentation
 - Preparation and Production
 - Modified Diet Requirements
 - Delivery Systems
 - Sanitation
 - Personnel Management
 - Security
 - Planning and Budgeting
- Q. In addition to Contractor supervisory and training staff on-site during the opening, Front Line Managers shall be supported by the Staff Dieticians, the District Manager, the Regional Sales Director, and the Regional Vice President. They shall work with the County and food service personnel as added assurance that the Contractor's program is meeting Contractor standards and the County's goals.
- R. Contractor shall prepare the juvenile detainees' meals at the Pierce County Jail and transport the meals to Remann Hall. Contractor is responsible for all aspects of the transporting meals including but not limited to providing the vehicle, driver, and staff to deliver meals at proper temperature to consumers at Remann Hall. A daily meal count will be verified by County employees prior to delivery. The County will reconcile the meal count daily. In the event of any dispute regarding meal counts and the resulting charge, the Detention Manager at Remann Hall, or designee, shall resolve any discrepancy.
- S. Contractor shall deliver meals to juveniles, staff, and volunteers as described in RFP 1059. Contractor understands that the meals served to the juveniles in detention and the meals served to the juveniles in the Day Reporting Center are served 45 minutes apart both for breakfast and lunch and Contractor will work with the Detention Manager at Remann Hall to insure timely delivery and service of meals.
- T. Contractor will work with the Detention Manager at Remann Hall to complete an inventory of all items present in the kitchen area of the facility and storage units at the time of the Contractor commencing service. Credit will be given to the County for all usable items including, but not limited to: perishable and non-perishable foods, cleaning supplies, storage supplies (i.e. plastic wrap/foil, etc.). Credit for these items will be set at a fair market value and will be agreed upon between the County and the Contractor.
- U. The County shall have the right to inspect the meals prepared by the Contractor to determine compliance with the contract, reject food not meeting the requirements of the contract, and withhold meals or portions of meals not meeting the requirements of the Contract.
- V. All personnel used by the Contractor in the performance of these services must complete a background investigation conducted by the Sheriff's Department. If an employee is refused clearance for assignment to Remann Hall the Contractor will be notified.
- W. The Contractor will be provided ingress and egress to the facilities necessary for the provision of services pursuant to this contract as determined by the Remann Hall Detention Manager. The Contractor will work with Remann Hall staff to agree on a delivery policy to insure deliveries are secure and that the detention facility remains secure at all times.
- X. The Contractor shall comply with all security requirements of Remann Hall including, but not limited to those set forth in RFP 1059. Admittance to the facility will be denied any employee whose previous criminal activities would compromise the security of the facilities. Remann Hall staff reserves the right to refuse admittance to the facilities to any current or future contract employee for cause.
- Y. Contractor shall maintain documentation of menus which reflect the meals actually served in order to verify that nutritionally adequate diets were provided. The Contractor must submit such documentation weekly to the Remann Hall Detention Manager or designee. The Contractor shall retain all documents pertaining to the Contract for three (3) years from the termination of this contract or until the County audits are complete and exceptions resolved for the funding period covered by the contract, whichever is longer, unless the Contractor is notified in writing by the County of the need to extend the retention period as a result of pending litigation. All such records shall be deemed confidential, and shall not be disclosed by the Contractor to any person or entity not a party to this contract, without the prior written consent of the County. Upon request, the Contractor shall make these records available to the Pierce County Juvenile Court or the Pierce County Budget and Finance Department.
- Z. Food or other services required by Pierce County outside the scope of this contract will be provided by the Contractor upon written authorization by Pierce County Administration and mutually agreed upon price for such services. The Contractor agrees to consult with the Detention Manager or designee and to comply promptly and fully with the reasonable requests or directives issued by the Detention Manager or designee.

Contractor Name: Consolidated Food Management (C.F.M.)**Contract No. 92068-000**

- AA. Other than normal wear and tear of equipment, the Contractor shall reimburse the County at the actual cost of repair and a 5% penalty of replacement value of the equipment for any damage to equipment due to negligence or sabotage if these types of instances occur more than three times in a 90 day period
- BB. Contractor shall provide food service to inmates, staff and others as designated by the County on the premises, on such days and at such times as the County shall prescribe.
- CC. Contractor shall provide input to the County on operating policies for the food service conducted by the Contractor. Policies shall be set by the County.
- DD. Contractor shall maintain the highest ethical relationships with its customers, employees, suppliers and competitors in the performance of this Agreement.
- EE. Contractor shall be responsible for the supervision of washing of dishes, trays, pots, pans, and utensils cleaning and sanitation of food equipment, counters, serving lines, dishes, and day-to-day and periodic cleaning, sanitation and housekeeping in the entire kitchen and storage areas.
- FF. Each day, the Contractor shall remove all kitchen trash to the dumpsters designated by the County.
- GG. Contractor shall provide dishwashing soaps, floor cleaner, kitchen cleaning supplies, aprons, rubber gloves, kitchen rags, paper sack lunch bags, and hand soap.
- HH. Contractor shall require a member of its resident management staff on the County's premises be available for food service meetings on a regular basis, as determined by the County, as well as participate in mutually agreeable activities, promotions and communication campaigns related to its food service program.
- II. All records of the Contractor bearing upon food service operations on the County's premises shall be maintained by the Contractor. The County shall have the right to inspect, at any time during business hours, records that pertain to this Agreement. Records shall be kept on file for three (3) years, or for such other period of time as may be required by the County after the end of this Agreement. The County shall have the right to conduct reviews and inspections of the food service operation.
- JJ. Contractor shall conduct its operations on the County's premises in the most professional and efficient manner possible consistent with the County's policies, facilities, and good food service practices, and in accordance with applicable government regulations.
- KK. Upon termination of this Agreement, Contractor shall vacate all parts of the premises occupied by Contractor in the same condition as made available to the Contractor, reasonable wear and tear excepted.
- LL. Any agreements to provide meals to other agencies utilizing county correctional kitchen facilities and/or staff assigned to this contract shall be negotiated and approved by the County.
- MM. Contractor will neither permit smoking at Remann Hall, except those areas that are designated for this purpose, nor permit any unlawful practices of any kind on County premises by Contractor's employees. Any and all rules applicable to County corrections staff shall apply equally to Contractor's employees.
- NN. Contractor shall comply with all Federal, State and Local laws, regulations and requirements applicable to the services and operations provided herein, and applicable Federal and State wage and hour requirements. Contractor shall obtain any and all licenses or permits necessary for the meal service operation on the premises, as direct cost of operation, except those that may be imposed on the County to bring up to code the facilities, whereby the County shall be responsible. Contractor shall collect all taxes as a direct cost of operation. In the event any tax becomes due upon subsequent audits by an authorized governmental agency having jurisdiction, County shall indemnify and save harmless Contractor for any payment of said taxes, excluding any penalties and interest that may be assessed because of charges arising out of the County's refusal or failure to remit taxes when due. The County agrees to reimburse Contractor for any tax changes which may be deemed retroactive charges by an authorized governmental agency having jurisdiction, from any earlier accounting periods.

County responsibilities:

- A. The County shall provide adequate heat, lights, ventilation, and all other utilities as well as repairs and maintenance of kitchen equipment or County owned kitchen equipment. The County shall not permit any interruptions in utility service, except in an emergency, circumstances reasonably beyond the control of the County, for necessary repairs, or for improvement of the service, and in such case the County agrees to notify the Contractor as soon as reasonably possible of any interruption or proposed interruption in utility service.
- B. The County shall provide extermination services and the removal of trash and garbage from the facility trash removal containers.
- C. The County shall provide general maintenance to the building structure including, but not limited to, the maintenance of gas, water, sewer, ventilation, lighting, air conditioning, refrigeration, duct work, floor coverings, wall and ceiling surfaces. County shall be responsible for all equipment, floor drains, light fixtures, and other such building maintenance as may be reasonably required by the County.
- D. The County shall provide adequate preparation, storage, serving and holding equipment including maintenance of same.

Contractor Name: Consolidated Food Management (C.F.M.)

Contract No. 92068-000

- E. The County shall provide security, control and limitation of inmate movement in, to and from the food service area, including physical security of employees, suppliers, and other authorized visitors.
- F. The County designates the Chief of Corrections or designee as its Authorized Representative under this contract for issues pertaining to the Pierce County Jail and the Detention Manager, or designee, for issues pertaining to Remann Hall.
- G. The County must approve any changes by the Contractor of its Food Services Manager.
- H. The County shall have the right of refusal of any proposed Food Services Manager. The County shall be notified prior to the transfer/removal of any Food Service Manager and shall have the right to approve the replacement of the Food Service Manager. In the event the County is dissatisfied with the performance of any of the Contractor's employees, it shall give the Contractor written notice of same. In the event the employee's performance is not corrected after written notice, the Contractor shall remove that employee from service under this contract after negotiations with the Corrections Chief or designee.
- I. The County shall be the final authority with regard to all aspects of performance standards of the food service herein provided for, and all requests, approvals or changes pertaining to performance standards shall be submitted through the County.
- J. The County shall not be liable for damages, claims, or expenses for work not actually performed by the Contractor, where the Contractor or County are prevented from performing any undertaking by labor action, injunction or order of a court or an administrative body, civil unrest, acts of God, or conditions not within the reasonable control of the County.
- K. County shall provide the kitchen facilities and equipment for the operation of the County's food service, which, however, shall be under the control of the Contractor, and shall be and remain the sole property of the County. "Kitchen" is defined to include all walk-ins, store rooms, freezers, applicable equipment within those areas, and secure yard.
- L. County shall provide office space, furniture, and a telephone for business use.
- M. County shall provide the appropriate number of inmate kitchen helpers to assist the cook in meal preparation, service and sanitation. The number assigned is subject to negotiation and may change at any time within the contract period.
- N. County shall supply, maintain and replace all kitchen small wares such as knives, spatulas, ladles, spoons, whips and related cooking utensils, as well as stainless steel coffee pots, and delivery system equipment, except repairs or replacements caused by the Contractor's negligent or intentional acts or omissions, which shall be the sole responsibility of the Contractor.
- O. County shall provide mops, brooms, paper goods for bathrooms, garbage can liners, and other such similar custodial supplies.
- P. County shall meet with the contractor upon implementation of this contract to conduct an inventory of food and equipment.
- Q. During the term of this Agreement, and one year hereafter, neither the Contractor nor the County shall hire each other's employees without prior written consent from the other.
- R. County has the right to request the Contractor to render additional food services on the premises, including but not limited to special functions, banquets, meetings, etc., reasonably related to its services under this Agreement; including modified diet meals when authorized in writing by the County medical staff. The menu, amount and cost of such additional services shall be as mutually agreed in writing in advance by the County and the Contractor.
- S. County reserves the right to change any meal schedule and agrees to give Contractor at least twenty-four (24) hours advance notice of such changes, except in an emergency, when as much advance notice as possible will be given.
- T. County shall provide a data line access for e-mail communication, online ordering with FSA's Service Link for continuous receipt and sending, in addition an operating fax line to send and receive.

Contractor Name: Consolidated Food Management (C.F.M.)Contract No. 92068-000**EXHIBIT "B"**
(COMPENSATION)

Per the terms proposed in RFP 1059 the cost of meals include all labor, food, supplies, and related products. In addition, in the Pierce County Jail, Contractor will provide an Espresso Machine, "Three Square Market", Industrial food processor (for diets), and bread slicer. Government commodities, if available, will be utilized and value credited to the invoices on a monthly basis.

The Cost per Meal is contained in the tables on the following pages.

PIERCE COUNTY JAIL
(Adult Facility)

Population	Meals Served (range)		Cost per Meal
1000	3000	3009	1.145
1010	3030	3039	1.142
1020	3060	3069	1.139
1030	3090	3099	1.136
1040	3120	3129	1.133
1050	3150	3159	1.130
1060	3180	3189	1.127
1070	3210	3219	1.124
1080	3240	3249	1.121
1090	3270	3279	1.118
1100	3300	3309	1.115
1110	3330	3339	1.112
1120	3360	3369	1.109
1130	3390	3399	1.106
1140	3420	3429	1.103
1150	3450	3459	1.100
1160	3480	3489	1.097
1170	3510	3519	1.094
1180	3540	3549	1.091
1190	3570	3579	1.088
1200	3600	3609	1.085
1210	3630	3639	1.082
1220	3660	3669	1.079
1230	3690	3699	1.076
1240	3720	3729	1.073
1250	3750	3759	1.070
1260	3780	3789	1.067
1270	3810	3819	1.064
1280	3840	3849	1.061
1290	3870	3879	1.058
1300	3900	3909	1.055
1310	3930	3939	1.052
1320	3960	3969	1.049
1330	3990	3999	1.046

Contractor Name: Consolidated Food Management (C.F.M.)

Contract No. 92068-000

1340	4020	4029	1.043
1350	4050	4059	1.040
1360	4080	4089	1.037
1370	4110	4119	1.034
1380	4140	4149	1.031
1390	4170	4179	1.028
1400	4200	4209	1.025
1410	4230	4239	1.022
1420	4260	4269	1.019
1430	4290	4299	1.016
1440	4320	4329	1.013
1450	4350	4359	1.010
1460	4380	4389	1.007
1470	4410	4419	1.004
1480	4440	4449	1.001
1490	4470	4479	0.998
1500	4500	4509	0.995
1510	4530	4539	0.992
1520	4560	4569	0.989

**REMANN HALL
(Juvenile Facility)**

Population	Meals Served (range)		Cost per Meal
20	60	65	1.474
25	75	80	1.470
30	90	95	1.466
35	105	110	1.462
40	120	125	1.458
45	135	140	1.454
50	150	155	1.450
55	165	170	1.446
60	180	185	1.442
65	195	200	1.438
70	210	215	1.434
75	225	230	1.430
80	240	245	1.426
85	255	260	1.422
90	270	275	1.418
95	285	290	1.414
100	300	305	1.410
105	315	320	1.406
110	330	335	1.402
115	345	350	1.398
120	360	365	1.394

Contractor Name: Consolidated Food Management (C.F.M.)Contract No. 92068-000**Staff Meals**

Meals Served (range)		Cost per Meal
150	159	1.890
160	169	1.882
170	179	1.874
180	189	1.866
190	199	1.858
200	209	1.850
210	219	1.842
220	229	1.834
230	239	1.826
240	249	1.818
250	259	1.810
260	269	1.802
270	279	1.794
280	289	1.786
290	299	1.778
300	309	1.770
310	319	1.762
320	329	1.754
330	339	1.746
340	349	1.738
350	359	1.730
360	369	1.722
370	379	1.714
380	389	1.706
390	399	1.698
400	409	1.690
410	419	1.682
420	429	1.674
430	439	1.666
440	449	1.658

Billings for the Pierce County Jail shall be sent to:
Pierce County Sheriff Department
County-City Building, Floor 1
930 Tacoma Avenue
Tacoma, WA 98402

Billings for Remann Hall shall be sent to:
Juvenile Court Services
5501 6th Avenue
Tacoma, WA 98406

Contractor Name: Consolidated Food Management (C.F.M.)Contract No. 92068-000

EXHIBIT "C"
CONTRACT COMPLIANCE for
PROFESSIONAL, TECHNICAL, SUPPLY OR SERVICES
 Revised 3/10

It is the policy of Pierce County to foster an environment that encourages economic growth and diversification, business development and retention, increases competition and reduces unemployment. In support of that policy, Pierce County reaffirms its commitment to maximize opportunities in public contracting for all contractors including minority and women owned business enterprises.

Bidders are encouraged to utilize qualified, local businesses in Pierce County and Washington State where cost effectiveness is deemed competitive. In addition, Bidders are encouraged to subcontract with firms certified by the Washington State Office of Minority and Women's Business Enterprises (MWBE).

A. MWBE DIRECTORY ASSISTANCE

A directory of MWBE firms is published quarterly by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). Copies of the directory are available from the State OMWBE (360-753-9693) or may be viewed at the Public Works Department, 2702 S 42nd St Suite 201, Tacoma 98409, and the Tacoma Public Library, 1102 Tacoma Avenue South, Tacoma, 98402. Contact the Contract Compliance Office for additional information at (253) 798-7250.

B. EQUAL EMPLOYMENT OPPORTUNITY:

1. Upon execution of this contract, the Contractor shall comply with the Equal Employment Opportunity requirements set forth below. The Contractor shall not violate any of the terms of Chapter 49.60 of the Revised Code of Washington, Title VII of the Civil Rights Act of 1964, or any other applicable federal, state, or local law or regulation regarding nondiscrimination.
2. No person or firm employed by the Contractor shall be subject to retaliation for opposing any practice made unlawful by Title VII of the Civil Rights Act, the Age Discrimination in Employment Act (29 U.S.C. 621 et seq.), the Equal Pay Act (29 U.S.C. 206(d), the Rehabilitation Act (29 U.S.C. 791 et seq.), the Americans with Disabilities Act of 1990, or for participating in any stage of administrative or judicial proceedings under those statutes.
3. The Contractor shall take all reasonable steps to ensure that qualified applicants and employees shall have an equal opportunity to compete for advertised or in-house positions for employment. Applicants and employees shall be treated fairly without regard to race, color, religion, sex, age, disability, or national origin. Equitable treatment shall include, but not be limited to employment, upgrading or promotion, rates of pay increases or other forms of compensation, and selection for training or enrollment in apprenticeship programs.

C. CERTIFICATION OF NONSEGREGATED FACILITIES

The Contractor shall submit with its proposal a Certification of Nonsegregated Facilities. All requests to sublet or assign any portion of this contract, at any level, shall be accompanied by evidence of this certification in all subcontract agreements.

D. E-VERIFY DECLARATION

Pierce County requires that all businesses which contract with the County for contracts in excess of \$25,000 and of duration longer than 120 days, and are not specifically exempted by PCC 2.106.022, be enrolled in the Federal E-verify Program. The requirement extends to every subcontractor meeting the same criteria. The Prime Contractor must provide certification of enrollment in the Federal E-verify program to the County. The Prime Contractor will remain enrolled in the program for the duration of the contract. The Prime Contractor is responsible for verification of every applicable subcontractor. The County reserves the right to require a copy of the Memorandum of Understanding between the Prime or any Subcontractor and the Department of Homeland Security upon request at any time during the term of the contract. Failure to provide this document could result in suspension of the project.

A copy of Ordinance 2009-74 is on the Purchasing Department's website located at www.co.pierce.wa.us/cfapps/edocs/viewdocuments.cfm?did=95668&dnum.

The Federal E-Verify Program is a web based application and can be accessed at www.dhs.gov/everify.

E. SUBMITTAL REQUIREMENTS

1. Certificate of non-segregated facilities: Contractor shall submit with proposal, each subcontractor shall submit when work is sublet.
2. Professional and Technical Workforce Data Form: Contractor is encouraged to submit with proposal, each Subcontractor is encouraged to submit the form when work is sublet.
3. Subcontractors Participation Form: Check the appropriate box indicating the firm who will perform the work of the contract. Submit the completed form with the proposal documents.
4. E-Verify Declaration: Contractor shall submit with proposal.

Contractor Name: Consolidated Food Management (C.F.M.)

Contract No. 92068-000

CERTIFICATION OF NONSEGREGATED FACILITIES

The contractor certifies that no segregated facilities are maintained and will not be maintained during the execution of this contract at any of contractor's establishments.

The contractor further certifies that none of the contractor's employees are permitted to perform their services at any location under the contractor's control during the life of this contract where segregated facilities are maintained. The contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained.

The contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom, or otherwise.

The contractor agrees that identical certifications from proposed contractors will be obtained prior to the award of any subcontracts. Contractor will retain a copy of any subcontractor's certification and will send original to Contract Compliance Division.

NON-COLLUSION & DEBARMENT AFFIDAVIT

State of Washington, County of _____

As an authorized representative of the firm of _____, I do hereby certify that said person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

I further certify that, except as noted below, the firm, association or corporation or any person in a controlling capacity associated therewith or any position involving the administration of federal funds; is not currently under suspension, debarment, voluntary exclusion, or determination of eligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years; does not have a proposed debarment pending; and has not been indicted, convicted or had a civil judgment rendered against said person, firm, association or corporation by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

I further acknowledge that by signing the signature page of the proposal, I am deemed to have signed and have agreed to the provisions of this affidavit.

Note: Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate above to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

"A suspending or debaring official may grant an exception permitting a debarred, suspended, or excluded person to participate in a particular transaction upon a written determination by such official stating the reason(s) for deviating from the Presidential policy established by Executive Order 12549..." (49CFR Part 29 Section 29.215)

The undersigned hereby agrees to pay labor not less than the prevailing rates of wages in accordance with the requirements of the special provisions for this project.

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PSCD P003929 Mell

Contractor Name: Consolidated Food Management (C.F.M.)

Contract No. 92068-000

BY: _____

DATE

TITLE: _____

Contractor Name: Consolidated Food Management (C.F.M.)

Contract No. 92068-000

SUBCONTRACTORS PARTICIPATION FORM
for
PROFESSIONAL, TECHNICAL, SUPPLY OR SERVICE PSAs
Revised (6/99)

Check appropriate statement below:

Our firm will perform all contracted scope of work tasks.

Our firm will subcontract a portion of the work tasks. The following firms were contacted and will be utilized in the performance of the work as indicated below.

List all potential subcontracting firms. Do not mark "N/A" unless the Bidder will perform all work or provide all supplies or services for this contract.

Firm Name/Address/Phone	Work Item(s) Solicited	Proposal Amount	Awarded? (yes/no)

1. List full name, address, and phone number of each firm listed to be utilized.
2. List specific work to be accomplished, supplies to be furnished and the amount proposed for each subcontract.
3. Contact the Pierce County Contract Compliance Officer at (253) 798-7250 if you have questions.

BY: _____ DATE: _____

TITLE: _____ PHONE: _____

Contractor Name: Consolidated Food Management (C.F.M.)

Contract No. 92068-000

PERSONNEL WORKFORCE DATA FORM

FIRM NAME _____

ADDRESS _____

CITY, STATE, ZIP _____

PHONE _____

PROJECT _____

PROJECT # _____

CONTRACT WORK HOURS (if applicable) _____

TYPE OF SERVICE PROVIDED _____

CONTRACTORS AGGREGATE WORK FORCE – if you need additional space, photo copy this section and attach it to this form.

OCCUPATION	TOTAL EMPLOYED		TOTAL MINORITY		NATIVE AMERICAN		ASIAN		BLACK		HISPANIC		APPRENTICE/ TRAINEE	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Management														
Professionals														
Technicians														
Administrative														
Other														
TOTALS														

Contractor Name: Consolidated Food Management (C.F.M.)

Contract No. 92068-000

**EXHIBIT "D"
SPECIAL CONDITIONS**

INSURANCE REQUIREMENTS

Contractor shall maintain:

1. Commercial General Liability Insurance using Insurance Services Office form CG0001(04-13) or the equivalent with limits not less than \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury and Property Damage and Personal Injury.
 - a. Commercial General Liability Insurance shall include Pierce County as additional insured for both ongoing and completed operations using Insurance Services Office forms CG2010(04-13) and CG2037(04-13) or the equivalent.
 - b. Such policy shall be endorsed to be Primary and Non-Contributory with any insurance or self-insurance program maintained by Pierce County.
 - c. Such policy shall contain a Waiver of Subrogation in favor of Pierce County.
 - d. Such policy shall be endorsed such that the Aggregate Limit applies per location.
2. Contractor shall also maintain Employer's Liability with limits not less than \$1,000,000 each employee and \$1,000,000 aggregate.
3. Contractor shall maintain Statutory Worker's Compensation coverage.
4. Contractor shall maintain Automobile Liability Insurance using Insurance Services Office form CA0001(10-13) or the equivalent, covering owned autos (if any), non owned autos and hired autos with limits not less than \$1,000,000 each accident.
5. Contractor shall maintain an Excess Liability or Umbrella Liability policy providing following form coverage in excess of General Liability, Employer's Liability, and Automobile Liability with limits not less than \$10,000,000 each occurrence and \$10,000,000 aggregate. Pierce County shall be an additional insured on this policy for both ongoing and completed operations.
6. Above insurance shall be placed with an insurer authorized to write business in the State of Washington and with a rating from A.M. Best Company of (A-) VII or better.

Contractor Name: Consolidated Food Management (C.F.M.)

Contract No. 2009-002

EXHIBIT "C"
CONTRACT COMPLIANCE for
PROFESSIONAL, TECHNICAL, SUPPLY OR SERVICES
 Revised 3/10

It is the policy of Pierce County to foster an environment that encourages economic growth and diversification, business development and retention, increases competition and reduces unemployment. In support of that policy, Pierce County reaffirms its commitment to maximize opportunities in public contracting for all contractors including minority and women owned business enterprises.

Bidders are encouraged to utilize qualified, local businesses in Pierce County and Washington State where cost effectiveness is deemed competitive. In addition, Bidders are encouraged to subcontract with firms certified by the Washington State Office of Minority and Women's Business Enterprises (MWBE).

A. MWBE DIRECTORY ASSISTANCE

A directory of MWBE firms is published quarterly by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). Copies of the directory are available from the State OMWBE (360-753-9693) or may be viewed at the Public Works Department, 2702 S 42nd St Suite 201, Tacoma 98409, and the Tacoma Public Library, 1102 Tacoma Avenue South, Tacoma, 98402. Contact the Contract Compliance Office for additional information at (253) 798-7250.

B. EQUAL EMPLOYMENT OPPORTUNITY:

1. Upon execution of this contract, the Contractor shall comply with the Equal Employment Opportunity requirements set forth below. The Contractor shall not violate any of the terms of Chapter 49.60 of the Revised Code of Washington, Title VII of the Civil Rights Act of 1964, or any other applicable federal, state, or local law or regulation regarding nondiscrimination.
2. No person or firm employed by the Contractor shall be subject to retaliation for opposing any practice made unlawful by Title VII of the Civil Rights Act, the Age Discrimination in Employment Act (29 U.S.C. 621 et seq.), the Equal Pay Act (29 U.S.C. 206(d)), the Rehabilitation Act (29 U.S.C. 791 et seq.), the Americans with Disabilities Act of 1990, or for participating in any stage of administrative or judicial proceedings under those statutes.
3. The Contractor shall take all reasonable steps to ensure that qualified applicants and employees shall have an equal opportunity to compete for advertised or in-house positions for employment. Applicants and employees shall be treated fairly without regard to race, color, religion, sex, age, disability, or national origin. Equitable treatment shall include, but not be limited to employment, upgrading or promotion, rates of pay increases or other forms of compensation, and selection for training or enrollment in apprenticeship programs.

C. CERTIFICATION OF NONSEGREGATED FACILITIES

The Contractor shall submit with its proposal a Certification of Nonsegregated Facilities. All requests to subcontract or assign any portion of this contract, at any level, shall be accompanied by evidence of this certification in all subcontract agreements.

D. E-VERIFY DECLARATION

Pierce County requires that all businesses which contract with the County for contracts in excess of \$25,000 and of duration longer than 120 days, and are not specifically exempted by PCC 2.106.022, be enrolled in the Federal E-verify Program. The requirement extends to every subcontractor meeting the same criteria. The Prime Contractor must provide certification of enrollment in the Federal E-verify program to the County. The Prime Contractor will remain enrolled in the program for the duration of the contract. The Prime Contractor is responsible for verification of every applicable subcontractor. The County reserves the right to require a copy of the Memorandum of Understanding between the Prime or any Subcontractor and the Department of Homeland Security upon request at any time during the term of the contract. Failure to provide this document could result in suspension of the project.

A copy of Ordinance 2009-74 is on the Purchasing Department's website located at www.co.pierce.wa.us/cfapps/edocs/viewdocuments.cfm?dk=95668&dnm.

The Federal E-Verify Program is a web based application and can be accessed at www.dhs.gov/e-verify.

E. SUBMITTAL REQUIREMENTS

1. Certificate of non-segregated facilities: Contractor shall submit with proposal, each subcontractor shall submit when work is sublet.
2. Professional and Technical Workforce Data Form: Contractor is encouraged to submit with proposal, each Subcontractor is encouraged to submit the form when work is sublet.
3. Subcontractors Participation Form: Check the appropriate box indicating the firm who will perform the work of the contract. Submit the completed form with the proposal documents.
4. E-Verify Declaration: Contractor shall submit with proposal.

Contractor Name: Consolidated Food Management (C.F.M.)

Contract No. 92088-080

CERTIFICATION OF NONSEGREGATED FACILITIES

The contractor certifies that no segregated facilities are maintained and will not be maintained during the execution of this contract at any of contractor's establishments.

The contractor further certifies that none of the contractor's employees are permitted to perform their services at any location under the contractor's control during the life of this contract where segregated facilities are maintained. The contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained.

The contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom, or otherwise.

The contractor agrees that identical certifications from proposed contractors will be obtained prior to the award of any subcontracts. Contractor will retain a copy of any subcontractor's certification and will send original to Contract Compliance Division.

NON-COLLUSION & DEBARMENT AFFIDAVIT

State of Washington, County of King

As an authorized representative of the firm of Consolidated Food Management, I do hereby certify that said person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

I further certify that, except as noted below, the firm, association or corporation or any person in a controlling capacity associated therewith or any position involving the administration of federal funds; is not currently under suspension, debarment, voluntary exclusion, or determination of eligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years; does not have a proposed debarment pending; and has not been indicted, convicted or had a civil judgment rendered against said person, firm, association or corporation by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

I further acknowledge that by signing the signature page of the proposal, I am deemed to have signed and have agreed to the provisions of this affidavit.

Note: Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate above to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

"A suspending or debaring official may grant an exception permitting a debarred, suspended, or excluded person to participate in a particular transaction upon a written determination by such official stating the reason(s) for deviating from the Presidential policy established by Executive Order 12549..." (49CFR Part 29 Section 29.215)

The undersigned hereby agrees to pay labor not less than the prevailing rates of wages in accordance with the requirements of the special provisions for this project. PL N/A

[Handwritten signature]

Contractor Name: Consolidated Food Management (C.F.M.)

Contract No. 92068-000

BY: [Signature]

DATE

5/9/14

TITLE: C.O.O. VICE PRESIDENT

Contractor Name: Consolidated Food Management (C.F.M.)

Contract No. 92068-000

SUBCONTRACTORS PARTICIPATION FORM
 for
PROFESSIONAL, TECHNICAL, SUPPLY OR SERVICE PSAs
 Revised (6/99)

Check appropriate statement below:

Our firm will perform all contracted scope of work tasks.

Our firm will subcontract a portion of the work tasks. The following firms were contacted and will be utilized in the performance of the work as indicated below.

List all potential subcontracting firms. Do not mark "N/A" unless the Bidder will perform all work or provide all supplies or services for this contract.

Firm Name/Address/Phone	Work Item(s) Solicited	Proposal Amount	Awarded? (yes/no)

- List full name, address, and phone number of each firm listed to be utilized.
- List specific work to be accomplished, supplies to be furnished and the amount proposed for each subcontract
- Contact the Pierce County Contract Compliance Officer at (253) 798-7250 if you have questions.

BY: *JMC-Fral* DATE: 5/19/14
 TITLE: COO VICE PRESIDENT PHONE: 206 232 9221

Contractor Name: Consolidated Food Management (C.F.M.)

Contract No. 92068-000

PERSONNEL WORKFORCE DATA FORM

FIRM NAME CONSOLIDATED FOOD MANAGEMENT, INC.
 ADDRESS 7429 SE 27TH STREET
 CITY, STATE, ZIP MERCER ISLAND, WA 98040
 PHONE 206-232-9771
 PROJECT Food Services for Pierce County Jail and Juvenile Facilities
 PROJECT # 1059
 CONTRACT WORK HOURS (# applicable) N/A
 TYPE OF SERVICE PROVIDED Food Service Management

CONTRACTORS AGGREGATE WORK FORCE – if you need additional space, photo copy this section and attach it to this form.

OCCUPATION	TOTAL EMPLOYED		TOTAL MINORITY		NATIVE AMERICAN		ASIAN		BLACK		HISPANIC		APPRENTICE/ TRAINEE	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Management	12	15	10	14				1	1		1			
Professionals	1	1	1	1										
Technicians														
Administrative	1	4	1	2				1				1		
Other	82	58	58	40	2	2	2	5	8	9	12	2		
TOTALS	96	78	70	57	2	2	2	7	9	9	13	3		

Certificate of Independent Price Determination

Both the Local Educational Agency (LEA) and Food Service Management Company (offeror) shall execute this Certificate of Independent Price Determination.

CONSOLIDATED FOOD MGMT. INC.

NAME OF FOOD SERVICE MANAGEMENT COMPANY NAME OF LOCAL EDUCATIONAL AGENCY


- (A) By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:
 - (1) The prices in this offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
 - (2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and
 - (3) No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.

- (B) Each person signing this offer on behalf of the Food Service Management Company certifies that:
 - (1) He or she is the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
 - (2) He or she is not the person in other offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

To the best of my knowledge, this Food Service Management Company, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

	<i>SR. V.P. C.O.O.</i>	<i>6/3/14</i>
SIGNATURE OF FSMC AUTHORIZED REPRESENTATIVE	TITLE	DATE

In accepting this offer, the LEA certifies that no representative of the LEA has taken any action that may have jeopardized the independence of the offer referred to above.

	<i>Purchasing Agent</i>	<i>6/13/14</i>
SIGNATURE OF LEA AUTHORIZED REPRESENTATIVE	TITLE	DATE

NOTE: ACCEPTING A BIDDER'S OFFER DOES NOT CONSTITUTE AWARD OF THE CONTRACT.

Certification Regarding Lobbying Disclosure of Lobbying Activities (Complete the form that is applicable.)

NOTE: This certificate must be completed for all new and renewal contract years when the contract exceeds \$100,000.

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

CONSOLIDATED FOOD MANAGEMENT, INC 7429 S.E. 21TH ST. MERIDER IS. WA 98040
 Name/Address of Organization
JOHN C FRANKS SR V.P./C.O.O
 Name/Title of Submitting Official
[Signature] 6/3/14
 Signature Date

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: _____ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: _____ a. bid/offer/application b. initial award c. post-award	3. Report Type: _____ a. initial filing b. material change For Material Change Only: Year _____ Quarter _____ Date of Last Report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: _____	
6. Federal Department/Agency: _____		7. Federal Program Name/Description: _____
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10a. Name and Address of Lobbying Entity: (if individual, last name, first name, middle)	10b. Individuals Performing Services (include address if different from 10a.) (last name, first name, middle)	
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> Actual <input type="checkbox"/> Planned	12. Type of payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
13. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: Nature _____ Actual _____	14. Continuation Sheet(s) SF-LLL-A Attached: Yes _____ (Number _____) No _____	
15. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contracted for Payment indicated in Item 11: <div style="text-align: center; font-size: 1.2em; font-weight: bold;">NO LOBBYING ACTIVITY</div>		
16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Attach Continuation Sheet(s) SF-LLL-A (if necessary)		
Signature: <u>John C. Frank</u> Print Name: <u>JOHN C FRANKS</u> Title: <u>V.P./COO.</u> Telephone: <u>206 232 9771</u> Date: <u>6/3/14</u>		
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET SF-LLL-A**

Reporting Entity: _____	Page _____	of _____
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INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. If the space on the form is inadequate, use of SF-LLL-A Continuation Sheet for additional information. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional LEA, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional LEA, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) Number, Invitation for Bid (IFB) Number; grant announcement number; the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- 10(a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
- 10(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check type of payment. Check all that apply.
13. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment. Check all that apply. If other, specify nature.
14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached. If yes, list number of sheets attached.
15. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

The certifying official shall sign and date the form, print his/her name, title, and telephone number. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-00046), Washington, DC 20503.

Suspension and Debarment Certification

NOTE: This certificate must be completed for all new and renewal contract years when the contract exceeds \$25,000.

U. S. DEPARTMENT OF AGRICULTURE

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION -- LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Title 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

CONSOLIDATED FOOD MANAGEMENT, INC
 Organization Name PR/Award Number or Project Name

JOHN C FRANKS
 Names(s) and Title(s) of Authorized Representative(s)

John C Franks 6/3/14
 Signature(s) Date

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Clean Air and Water Certificate

NOTE: This certificate must be completed for all new and renewal contract years when the contract exceeds \$100,000.

Applicable if the contract exceeds \$100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (41 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act 33 1319(d) and is listed by EPA or the contract is not otherwise exempt. Both the Local Educational Agency (LEA) and Food Service Management Company (offeror) shall execute this Certificate.

CONSOLIDATED FOOD MGMT. INC _____
NAME OF FOOD SERVICE MANAGEMENT COMPANY NAME OF LOCAL EDUCATIONAL AGENCY

THE FOOD SERVICE MANAGEMENT COMPANY AGREES AS FOLLOWS:

- A. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this contract.
- B. That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
- C. To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
- D. To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

- A. The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).
- B. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).
- C. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d)), an approved implementation procedure or plan under Section 111(c)

or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).

- D. The term "Clean Air Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).
- E. The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.
- F. The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by the Food Service Management Company.

John C. Frick 6/3/14
 SIGNATURE/TITLE OF FSMC AUTHORIZED REPRESENTATIVE DATE

Jena Robinson Purchasing Agent 6/13/14
 SIGNATURE/TITLE OF LEA AUTHORIZED REPRESENTATIVE DATE


**PIERCE COUNTY
CONTRACT SIGNATURE PAGE**

Contract # 92068-1

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 20__.

PIERCE COUNTY:

Approved as to legal form only:

By  01/17/14
Deputy Prosecuting Attorney Date

Recommended:

By  01/21/14
Budget & Finance Date

Approved:

By see agreement
Department Director Date
(less than \$250,000)

By _____
Pierce County Executive Date
(\$250,000 or more)

AMENDMENT # 2
to Contract 92068
dated 1/1/2014
for Food Services for Pierce County Jail and Remann Hall

THIS AGREEMENT is made and entered into by Pierce County and Consolidated Food Management Inc

WHEREAS, the parties have previously entered into an agreement dated for January 1, 2014.

WHEREAS, the parties desire to amend the agreement in consideration of the mutual benefits and advantages to be derived by each of the parties,

IT IS HEREBY AGREED as follows that these Special Terms and Conditions be incorporated to the original contract 92068:

USE OF DONATED FOODS:

- a) The FSMC shall credit the LEA for the value of all donated food, entitlement and bonus, received for use in meal service in the school year, including the value of donated foods in processed end products.
- b) The FSMC shall list on the invoice for the period, the value of commodities received, and deduct the amount of value from the total owed by LEA for the meals/meal equivalents served.
- c) The value of commodities for entitlement and bonus is the average USDA purchase price as listed by OSPI. For processed commodities it is the processing agreement value.
- d) The FSMC shall be responsible for ordering and selecting USDA donated foods in coordination with the LEA; the storage and management of the donated foods; procuring processed end products on behalf of the LEA; and payment of processing fees or submittal of refund requests on behalf of the LEA or remittance of funds for the value of donated foods in processed end products to the LEA in accordance with 7 CFR 250.
- e) The FSMC will use all available USDA donated ground beef, ground pork, and processed end products in the LEA's food service consistent with agreed upon menu cycles.
- f) The FSMC will use all other USDA donated foods in the LEA's food service.
- g) The FSMC will procure processed end products on behalf of the LEA in compliance with the requirements of subpart C of 7 CFR 250 and credit the LEA for the value of donated food in the processing end product at the processing agreement value.
- h) The FSMC will not enter into the processing agreement with the processor as required in subpart C of 7 CFR part 250.
- i) The FSMC will comply with the storage and inventory requirements for donated foods.
- j) The LEA, OSPI, Comptroller General, USDA or their duly authorized representatives, may perform onsite review of the food service operation, including the review of records, to ensure compliance with requirements for the management and use of donated foods.
- k) The FSMC must maintain the following records relating to the use of the donated foods in accordance with 7 CFR Sec. 250.54(b):
 - o The donated food and processed end product received from or on the behalf of the LEA for use in meal service.
 - o Documentation that it has credited the LEA for the value of all donated food received for use in the LEA's food service in the school year, including the value of donated foods contained in processed products.
 - o Documentation of the FSMC's procurement of processed end products on behalf of the LEA.
- l) Extensions or renewals of the contract are contingent upon fulfillment of all contract provisions relating to USDA donated foods.
- m) Buy American: LEA or FSMC agrees to purchase to the maximum extent practicable domestic commodities or products. (7 CFR 210.21 (d)(2))

- n) LEA shall retain control of the quality, extent, and general nature of its food service and prices to be charged. (7 CFR 210.16(a)(4))
- o) Contracts shall recognize mandatory standards and policies relating to energy efficiency. (7 CFR 3016.36(i)(13))
- p) Provision for compliance with Section 1 03 and 1 07 of the Contract Work Hours and Safety Standards Act, which addresses overtime and compensation. (7 CFR 3016.36(i)(6), 7 CFR 3019 Appendix A (4))

All other terms and conditions of the agreement and all supplements and modifications thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to be duly executed, such parties acting by their representatives being there unto duly authorized.

DATE this 9TH day of JULY, 2014

CONTRACTOR:

CONSOLIDATED FOOD MANAGEMENT, INC.
Full Firm Name

[Signature]
(Signature)

PRESIDENT
Title of Signatory Authorized by Firm Bylaws

Mailing Address: 7429 SE 27th St
Mercer Island, WA
98040

Street Address, if different: _____

Federal Tax ID or Social Security Number:
91-1154393

PIERCE COUNTY:

Approved as to legal form only:

[Signature]
DEPUTY PROSECUTING ATTORNEY Date

Reviewed:

[Signature] 7/11/14
BUDGET & FINANCE Date

Approved:

[Signature] 7/9/14
DEPARTMENT DIRECTOR Date

COUNTY EXECUTIVE Date
(\$250,000 or more)

EXHIBIT D

Jail trustee: A good gig but a job nobody wants to hold for long

BY ALEXIS KRELL - STAFF WRITER

NOVEMBER 12, 2014 09:57 PM, UPDATED NOVEMBER 13, 2014 08:17 AM

Harold Laursen liked working at the Pierce County Jail well enough six years ago that he took another job there in July. Still, the 42-year-old Tacoma man hopes the laundry-room gig is his last there.

Laursen, serving time for drug possession charges, is one of about 120 inmates who help keep the jail running as part of a voluntary work program that comes with greater freedom and privileges.

He was incarcerated on separate charges in 2008 when he first started working in what jail officials call the Trustee Program.

“This time I came back, I figured, why not?” Laursen said Wednesday.

Trustee inmates are among the best behaved at the jail, and when away from their bunks aren’t supervised as closely as others. Sometimes one corrections officers oversees 8 trustees at once.

Some are pending trial, others are serving short sentences. They work throughout the jail instead of being confined to their living area all day.

Despite that freedom, it wasn’t until Saturday that someone escaped from the program, which administrative Lt. Patti Jackson, who oversees it, said has been around for years. The jail has always used inmate labor in some fashion, and she said about 10 years ago the program was given its workplace structure.

“The motivation to stay is much higher than the motivation to leave,” Jackson said.

If they escape, they face stricter confinement when incarcerated again, she said.

Richard Robinson, 31, was the first to flee, when he was working in the kitchen area, hopped a fence and left, sheriff’s spokesman Ed Troyer said. He has not yet been found.

Robinson was at the jail awaiting trial on charges in connection to a June burglary in Tacoma. Now he’s also charged with second-degree escape.

Inmates who are not trustees wouldn’t have been allowed in the area where Robinson escaped, Troyer said. Should he wind up back at the jail, the Trustee Program won’t be an option.

Workers must have a history of good behavior while incarcerated, and their crimes or alleged crimes can’t be especially violent.

The Sheriff’s Department says trustees save the jail from having to pay for minimum wage labor.

Some help prepare the three daily meals for roughly 1,200 inmates, and others keep living areas clean. Those with the most privileges help pick up trash around the county, among other jobs.

“Using inmate workers in the jail accomplishes two things: It puts inmates to work on things which need to be done, and it saves the taxpayers over a million dollars every year,” Sheriff Paul Pastor said in a statement.

There’s no pay for what typically are eight-hour work days, but the inmates who participate get some perks. If a judge allows, they may be able to work off court fees in the program, for instance.

There's also a coffee pot and a cold-water dispenser in their living area, and trustees get new change of clothes daily, compared to other offenders who get a new set twice a week. Fridays they earn a bag of chips and soda for their work. "Pay day," the inmates joke.

When the group does well, everyone's name is put into a drawing for goody bags containing soup, candy and other treats.

Ryan Morgan, 30 of Sumner, won recently.

"It was delicious," he said.

Morgan is a morning baker, responsible for making cakes, dinner rolls and other food.

"I've been coming in and out of here since I was 19," he said about the jail.

After he returned in August, pending trial for robbery and gun possession charges, he joined the trustee program for the first time.

"I decided to do something different," he said. "It's definitely helped me change my perspective and my views, and what I'm going to do when I get out. It gives you a structure."

He'd like to work on a fishing boat when released, but said he'd consider a job as a baker if that doesn't happen.

Lilran Goe, 30 of Tacoma, works in the kitchen, cutting up vegetables and slicing the cakes Morgan bakes.

"It's time out of your cell, and a good deed," he said.

He's halfway through a 26-day stay in the jail for missing a court date. He hopes to resume working as a janitor after he's released.

"It makes your day go by faster," he said about the program.

While there's less oversight of the trustees than other inmates, precautions are still taken, Jackson said. Cakes are cut with dough cutters, instead of knives. And the tools are

tethered to the tables. Inmates are still checked into and out of their living area.

Laursen, who plans to return to mechanic work, has a little more than a week left at the jail, where he's been since July 25. He'll get out in time to celebrate Thanksgiving with his family and soon will get to see his new baby.

His time in the trustee program has been positive, he said, and he thinks the jobs have given him skills to use in other work scenarios.

Both he and jail staffers hope he never has reason to reapply for the trustee program.

"I'm not shooting for three times," he said.

Read more here: <https://www.thenewstribune.com/news/local/crime/article25893445.html#storylink=cpy>

EXHIBIT I

Inmate Jobs

- **Class I (Correctional Industries (CI) Jobs)**

DOC is not currently operating in Class I industries, however, the pay for workers is set in RCW 72.09.100:

(1)(e) Inmates who work in free venture industries shall do so at their own choice. They shall be paid a wage comparable to the wage paid for work of a similar nature in the locality in which the industry is located, as determined by the director of correctional industries. If the director cannot reasonably determine the comparable wage, then the pay shall not be less than the federal minimum wage.

Workers are eligible for L&I industrial insurance coverage that would be paid by the employer.

- **Class II (Correctional Industries Jobs – see policy 710.400)**

Class II jobs are CI jobs that prepare individuals for employment after release. In addition to earning wages when incarcerated, CI provides on the job training and soft skills training. The compensation rate for Class II work is \$0.90 - \$1.05 per hour. Examples include furniture factory jobs, metal fabrication jobs, food preparation jobs; bookkeeping, accounting, and auditing clerks; ophthalmic laboratory technicians, laundry and dry-cleaning jobs, etc.

Workers are eligible for L&I industrial insurance coverage that is paid by CI.

- **Class III (Prison Facility Jobs – see policy 700.100)**

Class III jobs are those that support DOC facilities and include Custodians, Clerks, Maintenance Helpers, General Laborers, etc.

Class III workers are compensated only for the hours worked and are paid an hourly gratuity, which may not exceed \$55 per month. Since the pay is a gratuity, rather than a wage, workers do not qualify for L&I industrial insurance coverage.

- **Class IV (Offsite Work Crews – see policy 700.400)**

Class IV jobs are offsite jobs operated by DOC and are designed and managed to provide services at a reduced cost to recipients in the community (public agencies and public benefit non-profit organizations). Inmates' wages are paid by the recipient of the services.

Community Work Crews

Wages for offsite work crews range from \$1.00 to \$1.50 per hour depending upon the task (see attachment "Class IV Matrix").

Workers are eligible for L&I industrial insurance coverage. Generally, DOC pays L&I for non-DNR Class IV work crews, but the cost may be included as part of the contract.

DNR Crews are also a Class IV job (restricted policy).

The minimum DNR wage is \$1.00; this is for training or other things not specified on the table below; the rates shown are for leads, crewmembers are \$0.15 lower.

WORK PROJECT TITLE	ASSIGNED COMPENSATION
FIRE FIGHTING	\$1.50
KITCHEN WORK	\$1.50
PRE COMMERCIAL THINNING	\$1.50
BRUSH CLEARING, HAND SLASHING	\$1.25
BRIDGE CONSTRUCTION	\$1.25
TREE PLANTING	\$1.50
TRAIL CONSTRUCTION AND RECREATION SITE MAINTENANCE	\$1.25
NOXIOUS WEED REMOVAL UPLANDS AND AQUATIC AREAS	\$1.25
WOOD CHIPPING	\$1.25
MOWING / WEED EATING	\$1.25
LITTER PICKUP	\$1.25

For those who have worked for the program for the second consecutive year and on fire time, we can pay up to \$2.50 for the lead and \$2.25 for crewmembers.

Workers are eligible for L&I industrial insurance coverage that is paid by DNR.

- **Class V Community Custody work crews**

Class V Community Custody work crews operate as unpaid jobs. Participants are generally individuals in the community completing community service hours ordered by the courts.

Workers are not eligible for L&I.

Do inmates have to work involuntarily?

No. However, based on an inmate’s needs assessment, their facility plan may include work or education requirements. Generally, GED completions are prioritized above other programs or jobs. If inmates refuse to work or program, they are guilty of a serious infraction (*557 – Refusing to participate in an available work, training, or education, or other mandatory programming assignment*) and may lose earned time (See reference materials WAC 137-30 Earned Time”). In felony sentences to DOC, the court imposes a determinate sentence of confinement. Inmates have the ability to earn time (good time) off of that sentence. If they refuse to work or program, they may not receive earned time and ultimately serve the sentence that was imposed by the court.

Does DOC pay for work-related expenses for inmates?

DOC may purchase work clothing and equipment (hard hats, gloves, shovels, etc.) for the use of individuals on work crews, however, the purchases are not the property of an inmate.

DOC may purchase needed work items for inmates at work release such as work boots, but their accounts are debited for the cost, which the inmate pays through the wages earned while in the program.

DOC has very limited Transition Funds which may be used to assist an individual in the community under DOC supervision. These funds may be used for needed work clothing, fees for certification, bus passes to job interviews, etc.

Does DOC contract with private entities for detention, treatment, or rehabilitation services?

DOC does contract with private entities for such services. See examples below:

- 1) **Substance Abuse Treatment** – DOC contracts with a treatment provider for substance abuse treatment in our confinement facilities and in the community. Additional contracts exist with other providers to provide services for areas in which our main contractor does not offer services.

- 2) **Work Releases**
DOC provides case management for all individuals in our work release program; however, there are currently eight work releases that DOC contracts with outside entities for security services.

- 3) **Inmate Training Programs**
DOC contracts with entities to provide training/jobs to individuals under our jurisdiction. Examples include Goodwill Industries and Fare Start.

While DOC does not contract with entities to provide housing for inmates after release, DOC does provide housing vouchers to landlords (individuals are required to enter into agreements directly with landlords, not DOC). See attached information sheet for additional details.

EXHIBIT J

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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA

UGOCHUKWU GOODLUCK NWAUZOR,)
FERNANDO AGUIRRE-URBINA,)
individually and on behalf of)
all those similarly situated,)
)
Plaintiffs/Counter-Defendants.)
)
vs.)
)
THE GEO GROUP, Inc.,)
)
Defendant/Counter-Claimant.)

NO. 3:17-CV-05769-RJB

DEPOSITION UPON ORAL EXAMINATION OF SEAN MURPHY

Thursday, December 19, 2019
Tumwater, Washington

NWAUZOR vs GEO GROUP
 Sean Murphy, 12/19/2019

1	I N D E X		
2	EXAMINATION		PAGE/LINE
3	MS. MELL		5 19
4	MS. BRENNEKE		50 15
5			
6			
7			
8			
9			
10	E X H I B I T I N D E X		
11	EXHIBIT NO.	DESCRIPTION	PAGE/LINE
12	NO. 377	Declaration of Sean Murphy; 6 pgs.	10 23
13	NO. 378	Subpoena for Sean Murphy; 4 pgs.	5 20
14	NO. 379	Objections to subpoena duces tecum; 3 pgs.	6 13
15			
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NWAUZOR vs GEO GROUP
Sean Murphy, 12/19/2019

1 the ICE Northwest Processing Center should be paid minimum
2 wage?

3 **A Can you repeat that?**

4 Q Have you taken a position on whether or not detainees at
5 the ICE Processing Center in Tacoma should be paid minimum
6 wage?

7 **A No.**

8 Q Do you have a position on whether or not people within the
9 State's custody should work?

10 MS. BRENNEKE: Object to the form. Overly
11 broad.

12 **A I have a position that the folks under my purview have an
13 opportunity to be successfully returned to the community by
14 effective work programs that help educate them, help teach
15 them responsibility, and help get them back into
16 communities so that they can recapture their lives and
17 become productive citizens.**

18 Q (By Ms. Mell) And are work programs a component of that
19 policy objective?

20 **A So -- so for -- for the programs under my purview, work
21 programs are an effective tool that's used to get folks
22 prepared for reentry. That's one of our goals, is to get
23 folks back out in the community and allow them to live
24 productive, healthy lives.**

25 Q Do you know whether or not the policy objectives are the

NWAUZOR vs GEO GROUP
Sean Murphy, 12/19/2019

1 same at the Northwest Detention Center?

2 **A I do not.**

3 Q What kind of work do you have people within the State's
4 custody do?

5 MS. BRENNEKE: Object to the form of the
6 question. Overly broad; foundation.

7 **A So the programs that are under our purview, under my**
8 **purview, range from, you know, at one facility helping with**
9 **laundry and sorting. We really try and find anything that**
10 **we can get folks to do that teach them the skills to show**
11 **up on time, follow direction, and have a feeling of**
12 **responsibility that helps reinstall self-confidence,**
13 **self-worth.**

14 Q (By Ms. Mell) But these are individuals -- strike that.
15 There are individuals in the State's custody doing
16 work for the State who have skills when the State takes
17 custody of them, correct?

18 MS. BRENNEKE: Object to the form. Overly
19 broad.

20 Counsel, would it be permissible for you to direct
21 questions to him only about DSHS? I can avoid some of my
22 objections that way, but I'm concerned that your questions
23 are overly broad, and it's improper. Yes, are we
24 understanding that?

25 MS. MELL: I heard your objection, Counsel.

EXHIBIT K

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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA

UGOCHUKWU GOODLUCK NWAUZOR,)
FERNANDO AGUIRRE-URBINA,)
individually and on behalf of)
all those similarly situated,)
)
Plaintiffs/Counter-Defendants.)
)
vs.)
)
THE GEO GROUP, Inc.,)
)
Defendant/Counter-Claimant.)

NO. 3:17-CV-05769-RJB

DEPOSITION UPON ORAL EXAMINATION OF DEBRA JEAN EISEN

Friday, December 13, 2019
Tumwater, Washington

NWAUZOR vs GEO GROUP
Debra Eisen, 12/13/2019

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APPEARANCES :

FOR THE DEFENDANT :

MS. JOAN MELL
III Branches Law
1019 Regents Blvd., Suite 204
Fircrest, WA 98466

FOR THE STATE OF WASHINGTON:

MS. MARSHA CHIEN
ASSISTANT ATTORNEY GENERAL
800 Fifth Avenue, Ste. 2000
Olympia, WA 98104-3188

FOR DEPARTMENT OF CORRECTIONS:

MS. KATIE FABER
ASSISTANT ATTORNEY GENERAL
P.O. Box 40116
Olympia, WA 98504-0116

NWAUZOR vs GEO GROUP
Debra Eisen, 12/13/2019

1 **A No. If we're talking about Department of Corrections.**

2 Q But we're not, are we? We say state procurement, correct?

3 MS. CHIEN: Object to form.

4 **A Well, my understanding is these matters have to do with the**
5 **Department of Corrections.**

6 Q (By Ms. Mell) Why would you think that? Is there anything
7 in either 18 or 19 that refers to DOC at all?

8 **A No, but let's see. There is the rest of the subpoena, and**
9 **there is reference to GEO Group, and we have issued a**
10 **contract. We did have a contract with GEO Group.**

11 Q What kind of contract did you have with Geo Group?

12 **A For housing of offenders out of state.**

13 Q Okay. Did you have a contract with GEO to house offenders
14 wherever they're housed?

15 **A Out of state.**

16 Q Why was it out of state?

17 **A That was, I guess, where GEO Group was available to house**
18 **overflow offenders.**

19 Q So within the contract that you had with the Geo Group, did
20 that include giving GEO access to the labor of the
21 incarcerated individuals?

22 MS. CHIEN: Object to form.

23 **A Well, there was a provision in the contract regarding if**
24 **offenders -- that offenders could work, yes.**

25 Q (By Ms. Mell) Okay. At subminimum wages?

NWAUZOR vs GEO GROUP
Debra Eisen, 12/13/2019

1 **A Yes.**

2 Q And was it deemed necessary from the State's perspective to
3 authorize detainee work in order to maintain the safety and
4 security of those detainees?

5 MS. CHIEN: Object to form.

6 **A I can't speak to that.**

7 Q (By Ms. Mell) Why would you include it in the contract?

8 **A The ability to have offenders work is in every contract we**
9 **have with another entity to house offenders.**

10 Q Why is it in there?

11 **A My opinion, my belief, not speaking -- well, I am speaking**
12 **for the agency. So I will say that there is an idleness**
13 **concern that offenders are occupied during their**
14 **incarceration --**

15 Q So is it --

16 **A -- in addition to programming whatever else is available.**

17 Q Is that a policy choice of the State of Washington?

18 MS. CHIEN: Object to form.

19 **A I cannot speak to that.**

20 Q (By Ms. Mell) Is it a policy choice of the Department of
21 Corrections?

22 **A It is a safety and security choice for the Department of**
23 **Corrections.**

24 Q And the Department of Corrections does not require
25 contractors like GEO to pay minimum wage to the detainees

NWAUZOR vs GEO GROUP
Debra Eisen, 12/13/2019

1 GEO detains or houses?

2 MS. CHIEN: Object to form.

3 **A The Department of Corrections is exempted from having to**
4 **abide by minimum wage for offenders.**

5 Q (By Ms. Mell) Therefore, the Department of Corrections
6 extends the same exemptions to its contractors, like GEO,
7 who are housing its detainees?

8 MS. CHIEN: Object to form. You're testifying
9 for her again.

10 Q (By Ms. Mell) Is that correct?

11 **A Please repeat that.**

12 Q Is it correct that the State of Washington DOC extends the
13 same exemption from the Minimum Wage Act to private
14 corporations like GEO who do the Department of Corrections
15 work for it with respect to Washington detainees?

16 MS. CHIEN: Object to form.

17 **A The Department extends all of its legal requirements to all**
18 **of its contractors --**

19 MS. CHIEN: I'm sorry, I'm going to object to
20 the extent --

21 MS. MELL: You cannot. You cannot. You need to
22 stop doing that.

23 MS. CHIEN: -- to the extent you're asking a
24 legal question, so she is not a legal designee. I'm making
25 an objection on legal grounds.

NWAUZOR vs GEO GROUP
Debra Eisen, 12/13/2019

1 MS. MELL: I would ask you not to interrupt the
2 witness when she's talking.

3 Q (By Ms. Mell) Do you know where you left off?

4 **THE WITNESS: Shall I proceed?**

5 MS. CHIEN: Yes.

6 **A The Department extends all of its legal or RCW requirements**
7 **to all of its contractors because it must abide by the law**
8 **for the Department.**

9 Q (By Ms. Mell) So the State of Washington would not
10 consider GEO's use of Washington State individuals in
11 detention at subminimum wages a violation of the Minimum
12 Wage Act?

13 MS. CHIEN: Object to form. Legal question.
14 She's not a legal authority.

15 **A Say that again, please.**

16 Q (By Ms. Mell) The State of Washington Department of
17 Corrections does not consider GEO's use of detainee labor
18 at subminimum wages pursuant to its DOC contract a
19 violation of the Minimum Wage Act?

20 MS. CHIEN: Objection --

21 **A The Department is not subject --**

22 MS. CHIEN: Sorry. You have to give me an
23 opportunity to object.

24 **THE WITNESS: I'm sorry.**

25 MS. CHIEN: Object to the extent it calls for a

EXHIBIT L



State of Washington
Department of Corrections

Contract No. K10825

THIS CONTRACT is entered into by and between the state of Washington for the use and benefit of the Department of Corrections, hereinafter referred to as "Washington" or "WDOC" and GEO Group, Inc. herein after referred to as "GEO".

WHEREAS, when funds have been budgeted, appropriated, and otherwise made available and a sufficient unencumbered balance thereof remains available for payment by the WDOC to GEO under the terms of this Contract; and

WHEREAS, GEO has available beds in its detention system, hereinafter referred to as the Facility; and

WHEREAS, the Facility is a correctional facility operated by GEO in which inmates may lawfully be confined; and

WHEREAS, when Washington, and GEO have obtained required approval, clearance and coordination from and with appropriate agencies; and

WHEREAS, Washington has authority to provide adequate facilities and programs for the confinement, care, and treatment of Offenders in accord with the provisions of RCW 72.68.040.

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions and promises contained herein, the parties hereto agree as follows:

Article L
DEFINITIONS

Contract – means this instrument and all documents incorporated herein by reference. **Department** – means the state of Washington, Department of Corrections, its officers, agents, subcontractors, and employees.

Facility – means a correctional institution operated by GEO.

Indigent Offender – means an offender whose disposable income balance is less than ten dollars on the day a request is made to utilize funds and during the 30 days previous to the request.

In-patient Care -means care received in a free standing, non-correctional hospital on an in-patient basis.
Mandatory ACA Standards – means those standards identified as being mandatory in the American Correctional Association's Standards for Adult Correctional Institutions, 4th Edition, as same may be modified, amended, or supplemented in the future.

Offender – means any person incarcerated pursuant to applicable Washington laws, and assigned to the Facility for housing under this Contract.

Offender Day – means each day, including the first day but not the last, that an offender is admitted to the Facility as determined by the Midnight Count.

Operating Requirements – means applicable federal, state, and local law and court orders; constitutional standards; WDOC regulations made applicable to GEO and this Contract. If there exists a difference between any of these, the higher standard shall be followed as determined by the WDOC.

Per Diem – means the amount to be paid for each Offender Day.

Secretary – The chief executive of the WDOC.

Service Commencement Date – The start date of this contract – May 1, 2015

Warden – The Administrative Head who manages operations of the Facility.

WDOC Contract Monitor – The designated representative of the WDOC or his/her delegate serving as liaison between the WDOC and GEO and monitoring performance under this Contract.

Article II.

TERM OF THE CONTRACT

Section 2.01 **Term.** The term of this Contract shall be 1st day of May, 2015 and continuing through the 31st day of August, 2018.

Section 2.02 **Extension.** The term of this Contract may be extended by mutual consent of the parties for an additional two year term.

Section 2.03 **Termination for Convenience.** This Contract may be terminated by either party, for convenience, on thirty (30) days written notice, delivered to the other party in accordance with the "NOTICES" section of this Contract. Within 60 days after the delivery of said notice, the WDOC shall retake physical custody of WDOC Offenders being housed at the Facility pursuant to this Contract. The requirement of written notice will not apply if the WDOC, in its sole discretion, determines the cause for termination creates an immediate threat to public or offender safety, health, or welfare.

Article III.

WDOC OFFENDERS

Section 3.01 **Offender Housing.** GEO shall confine and supervise male and female WDOC Offenders who may be transferred to the Facility pursuant to this Contract. It is the understanding of the parties that providing available Facility space for the housing of WDOC Offenders is at GEO's option and that the use of GEO's services and facilities is at the WDOC's option. Nothing in this Contract shall be construed as requiring GEO to provide space or as requiring the WDOC to present for confinement any WDOC Offenders. WDOC inmates shall be housed in single or double occupancy cells, not dormitory or other larger group housing units without prior written approval of the WDOC contract monitor or designee.

Section 3.02 **Selection and Placement Process.** The WDOC Offenders, if any, to be housed in the Facility shall be selected on the basis of the following criteria:

3.02.1 Offenders assigned to the Facility shall not have known serious mental health or physical problems.

3.02.2 Offenders assigned to the Facility shall be eighteen years of age or older.

3.02.3 GEO or the state Department of Corrections in which the facility is located may reject any offender found not to meet acceptable criteria as established by GEO.

If the WDOC desires to use GEO's services and facilities, the WDOC shall provide to the Facility's Warden, without charge, copies of institutional files, commitment or other judicial orders, and medical records of each WDOC Offender to be housed at the Facility. All WDOC Offender information shall be subject to statutory limitations on disclosure. GEO shall release or withhold such information in accordance with WDOC direction.

The original or a duly authenticated copy of the WDOC Offender's commitment papers and any other official papers or documents authorizing detention, case file materials and medical/dental/psychiatric records shall be delivered at the same time a WDOC Offender arrives at the transfer point.

Section 3.03 Transfer/Delivery of Offenders.

3.03.1 GEO shall be responsible for the cost of transporting the first 1000 offenders from WDOC to a GEO facility, transporting Offenders being returned to Washington at GEO's request, and the mass return of Offenders to Washington. This initial 1000 offenders will require multiple flights, each shall not exceed (135) offenders, and shall be scheduled at WDOC's discretion with 21 days of notice provided to GEO. WDOC shall be responsible for transportation to GEO facilities beyond the initial 1000. GEO shall determine the method of returning the Offenders to Washington in consultation with WDOC, which must be approved by WDOC. The WDOC shall be responsible for the expense of all other transportation of Offenders to and from the state of Washington including but not limited to incremental transfers of offenders from Washington to the assigned facility and transportation for the purpose of returning one group of offenders to Washington in exchange for bringing another group of offenders to the facility.

3.03.2 GEO shall be responsible for the cost and delivery of the property of Washington offenders transferred from Washington to a GEO facility during the mass transfers, and between GEO facilities. Washington will inventory the offender's property and palletize the property prior to transferring to GEO. Delivery will be completed, received and processed within ten days of the offenders' arrival at the receiving facility or the property will be replaced at GEO expense. After approval by GEO for placement at a GEO facility, all of the Offender's personal property will be shipped to the receiving GEO facility for issuance. GEO will be responsible for the cost of returning those property items the offender is not authorized to possess at the receiving GEO facility to a designated facility in the state of Washington.

3.03.3 Immediately upon the WDOC Offender's transfer into a GEO Facility, GEO shall, at their expense: 1) deposit into the Offender's account ten dollars (\$10.00); 2) provide the Offender a brief (five minute) phone call for the purpose of informing family of the Offender's safe arrival; and 3) provide the Offender with a hygiene pack that includes basic toiletries and hygiene items for the Offender's use pending receipt of the Offender's personal property and funds.

Section 3.04 Offender Funds. Funds of an individual WDOC Offender shall be provided to GEO, via electronic transfer, within seven (7) working days of the WDOC Offender's transfer.

Section 3.05 **Offender Work/Program Assignment Payment.** WDOC Offenders shall be paid \$2.00 (or the standard wage for that assignment, whichever is greater) per calendar work day when in work assignment of six or more hours per day less deduction for mandatory payments required by RCW 72.09.111.

3.05.1 After each permanent move from one Out-of-State facility to another, offenders shall receive a transitional stipend of \$1.00/day for up to the first 30 days only. In no case will the total amount of transitional funds paid to an offender for the first 30 days after arrival at the receiving facility exceed \$30.00.

To be eligible for the transitional stipend the offender must be:

- Participating in the receiving facility's orientation program, or
- On an approved facility wait list for a work assignment. If the offender is on an approved wait list he may receive \$1.00/day for each day during that first 30 working day time period at the receiving facility.

Section 3.06 **Return of Offenders to the WDOC.**

3.06.1 Upon demand by the WDOC, offenders will be delivered to the custody of the WDOC.

3.06.2 Within 14 days of receiving a good faith request, the WDOC will accept custody of any offender GEO requests be returned to WDOC custody.

3.06.3 No offender who completes his sentence, is released by court order, or is placed on probation or parole shall be released in a state other than Washington, unless that state has a detainer on the offender or has accepted custody of the offender pursuant to an interstate compact. In every other case, prior to release from custody, offenders shall be returned to the WDOC or to the custody of such jurisdiction as has agreed to take the offender.

3.06.4 When a WDOC Offender returns to WDOC, GEO shall provide, within seven (7) business days of the WDOC Offender's return or transfer, a check payable to Washington in the amount due the WDOC Offender, for credit to the WDOC Offender's account

3.06.5 When a WDOC offender is required to be transferred to testify regarding an incident at a GEO facility, the transport will be at GEO expense.

3.06.6 When a WDOC Offender returns to WDOC, GEO shall provide a transfer summary of each WDOC Offender's program activities (work, education, etc.), infraction history, and other items deemed necessary by WDOC and/or GEO staff within ten (10) business days of the WDOC Offender's transfer.

3.06.7 When WDOC offender is returned to Washington State, GEO shall provide a complete copy of health records within 10 business days.

Article IV.
OPERATION OF FACILITY

Section 4.01 General Duties and Liquidated Damages. The management of WDOC offenders in the Facility shall be consistent with the management of other offenders at the Facility and in accordance with the Operating Requirements.

4.01.1 GEO shall maintain staffing levels at the Facility in sufficient numbers and rank to comply with ACA standards, maintain the safety of the public, staff and inmates, and to adequately carry out the provisions of this Contract. Staffing patterns for the units and common areas occupied by WDOC offenders in each GEO facility where offenders are placed will be provided to the Washington Contract Monitor. A copy of the staffing pattern for Michigan or the applicable GEO facility, will be provided to the WDOC on site manager at that facility. The staffing pattern shall identify the custody (mandatory) positions for each shift. WDOC may assess liquidated damages, in an amount as determined below, if GEO fails to staff a custody position as identified in the staffing pattern.

4.01.2 WDOC may also assess liquidated damages if mandatory custody staff positions as shown on the staffing pattern for the units and common areas occupied by WDOC offenders in the GEO facility are vacant for more than forty-five (45) days. GEO may use contract staff, overtime and/or other approved alternatives to fulfill its mandatory staffing requirements.

The WDOC may assess liquidated damages in an amount equal to the daily rate (salary and benefits) of the vacant post or posts, per post per day. It is agreed that this amount is to be paid as liquidated damages, and not as a penalty, in view of the difficulty of affixing the amount of actual damages. GEO shall not be liable for liquidated damages for a failure that results from an occurrence beyond its control. Withholding of payment as liquidated damages shall not relieve GEO of any of its obligations under the Contract.

GEO shall submit monthly reports to the contract monitor documenting the staffing patterns achieved for the previous month.

4.01.3 GEO will exercise authority to ensure that the daily operation of the Facility is in compliance with the provisions of this Contract. Subject to the provisions of this Contract, GEO shall provide WDOC Offenders care and treatment, including the furnishing of subsistence and routine and emergency medical care, provide for their physical needs, make available work, training and treatment programs, retain them in safe, supervised custody, maintain proper discipline and control, make certain that sentences and orders of the committing court are faithfully executed, provide reasonable and meaningful access to the courts, and otherwise comply with applicable law. GEO will provide reports to the WDOC Contract Monitor on the adjustment of WDOC Offenders consistent with WDOC reviews, to include any required Transition Plan Reviews for offenders within eighteen months of release, using WDOC forms and formats. The case management of WDOC Offenders in the Facility shall be consistent with the case management of other offenders in the Facility unless otherwise specified in this contract or its amendments.

Section 4.02 Contract Monitors.

- 4.02.1 In administering this Contract, the WDOC shall designate a person, herein referred to as the WDOC Contract Monitor, to act as liaison with GEO's Contract Monitor, Amber Martin, and to monitor GEO's performance under this Contract. GEO agrees to pay the cost of travel and lodging as specified in WA DOC Policy 200.900 – Travel Regulations – Exhibit C for the contract monitor to inspect each GEO facility housing WDOC offenders. Such travel shall include a three-day inspection of each facility housing WDOC offenders every three months. Travel expenses shall not exceed those allowable for state employees by the Washington Office of Financial Management. Until further notice is received, the WDOC Contract Monitor shall be Ton Johnson, Senior Operations Administrator, Department of Corrections, PO Box 41100, Olympia, Washington 98504-1100. Notifications will also be provided to the WDOC on-site Manager.
- 4.02.2 GEO's Contract Monitor or his/her designee shall act as GEO's contact person for purposes of the administration of this Contract. Until further notice is received, GEO's Contract Monitor shall be Amber Martin, Vice President, Contracts, The GEO Group, Inc., One Park Place, Suite 700, 621 Northwest 53rd Street, Boca Raton, Florida 33487.
- 4.02.3 Any change in the Contract Monitor for either party shall be effective upon ten (10) days advance written notice to the other party.
- 4.02.4 Unless otherwise provided, GEO shall permit the WDOC and any other duly authorized agent or governmental agency, to monitor all activities conducted by GEO pursuant to the terms of this Contract. As the monitoring agency may in its sole discretion deem necessary or appropriate, such monitoring may consist of internal procedures evaluation, examination of program data, special analysis, on-site checking, formal audit examinations or any other reasonable procedures. All such monitoring shall be performed in a manner that shall not unduly interfere with Contract work.
- 4.02.5 The WDOC may assign an on-site manager for the day-to-day operational issues related to ensuring contract compliance. The on-site manager will submit periodic reports to the Contract Monitor addressing contract compliance, audits, and reports, which are required, by the contract. GEO shall provide for the reasonable cost of round trip travel (transportation, lodging and per diem while in travel status) for the on-site manager and WDOC assigned counseling staff to and from the state of Washington, twice annually. GEO shall assist in finding suitable housing for the on-site manager assigned to a GEO facility. Housing must be within a reasonable commute and response time to the facility. GEO will reimburse the WDOC a flat rate of one thousand, two hundred dollars (\$1,200) per month for housing.

Section 4.03 Medical/Mental Health/Dental. - GEO shall provide essential health services, including medical, dental and mental health services that meet the applicable standards and levels of quality established by the ACA and NCCHC. In the case of a conflict between the standards, GEO shall follow the more stringent standard. In addition, GEO shall adhere to all applicable Federal, state, and local laws, and regulations governing the delivery of health services and establish the necessary quality controls to assure all policies and procedures are designed and implemented in a manner to promote orderly and efficient delivery and management of health services to WDOC offenders. The contractor shall assign a professional

medical manager who shall be responsible for monitoring the performance of all health care personnel rendering patient care at the facility.

4.03.1 WDOC offenders shall be provided health services consistent with the version of the WDOC Offender Health Plan (OHP) that is current at the time.

Should sick call be cancelled for any reason, the WDOC on-site manager shall be notified immediately.

4.03.2 Services- All services shall be provided at the Facility when possible. For cases requiring emergency care or care that is medically necessary but outside the capability of the providers at the Facility, e.g. specialty physician or hospital-based services, arrangements shall be made with local health care providers to obtain the required services.

4.03.3 GEO shall have a written plan supported by policies and procedures for providing routine and urgent medical, dental and mental health services. In accordance with ACA and NCCCHC Standards, the plan shall also include, but not be limited to providing:

- 24-hour care, seven days a week emergency medical, dental, and mental health care to include onsite nursing and on-call practitioners;
- A working defibrillator and an emergency crash cart; an on-site pulse oximeter with staff trained in its use; access to emergency care in the facility and emergency transport;
- Initial health screening;
- Health appraisal examination;
- Daily triaging of complaints and kites by a licensed health care provider,
- Sick call procedures with a health practitioner, including offering this service at least 4 days per week;
- Outpatient medical, dental, and mental health services, including diagnostics and physical therapy;
- Inpatient medical services;
- Special medical programs and services for, but not limited to, offenders with chronic needs or requiring convalescent care;
- Mental health and substance abuse services;
- Adequate staffing of trained professional health services staff and support staff;
- Pharmaceutical services and supplies;
- No cost to the WDOC Offender for medication refills and renewals;
- Optometric services;
- Health education;
- Medical diets;
- Infection control; and
- Quality control/peer reviews.

4.03.4 Initial/Preliminary Screening- All offenders shall receive an initial screening by qualified health care personnel within 24 hours of the offender's arrival at the Facility or within such other time limit as prescribed by ACA or NCCCHC Standards. Review of medical transfer forms will be

conducted immediately on arrival to determine intervention before full screening. Screenings will include, but not be limited to:

- An inquiry into the offender's health care history, including status of current modalities and medications;
- An observation of the offender's behavior, physical limitations and capabilities and current physical condition; and
- An immediate referral to appropriate health care professionals, for emergency care, prescription management, or modality authorization.

4.03.5 At initial screening, all offenders will receive orientation about the Health Services Unit, including the procedures for accessing care, pill line, medication routine, and diabetic glucose monitoring process.

4.03.6 Full Health Appraisal (Intake) - All offenders shall receive a full health appraisal, at GEO's expense, within 14 days of arrival at the Facility. This health appraisal will include, but not be limited to:

- Review of the earlier screening;
- Review of the WDOC health care record, including documented history and problem list, medications ordered, conditions requiring ongoing treatment, and modalities authorized;
- Collection of a more detailed health services history;
- Medical examination, including review of mental health, and dental status;
- Laboratory or diagnostic tests to detect communicable disease;
- Other tests and diagnostics, as indicated by exam;
- Initiation of treatment, as indicated;
- Development and implementation of a treatment plan, including recommendations concerning physical limitations and restrictions that effect programming, housing, and job assignment;
- Referral to mental health or dental specialist as indicated; and
- Offender education, particularly if the treatment plan initiated by WDOC treatment plan is modified or changed.

4.03.7 Dental Screening, Examination and Treatment- GEO shall have written policies and procedures to assure dental screenings within 14 days of intake, exams, x-rays, and treatment are rendered consistent with the OHP and the ACA standards at GEO's expense. The WDOC records sent to the facility will be reviewed for dental history and to identify current dental care that should be continued. Emergent services must be provided within the appropriate clinical timeframe, and routine care in accordance with the ACA and NCCHC Standards.

4.03.8 Mental Health Screening, Examination and Treatment- GEO shall have written policies and procedures to assure mental health screenings, evaluations, and treatment are rendered consistent with the OHP and the NCCHC standards at GEO's expense. The WDOC records sent to the facility will be reviewed for mental health history and to identify current mental health care that should be continued. A psychiatrist shall be on call twenty-four (24) hours daily, seven days per week, and present onsite on an as needed basis. *Emergency requests from offenders or staff for*

mental health intervention (including exhibiting behavior that reflects imminent harm to self or others, and/or grave

disability) are to be evaluated by a trained health professional immediately upon referral. A psychiatrist must review all uses of psychotropic medications at least every 3 months for clinically stable patients and at least monthly for those patients undergoing medication adjustment or with active mental health problems.

- 4.03.9 Infectious Diseases- GEO shall have written policies and procedures to support the management and prevent the spread of infectious diseases.
- 4.03.10 Formulary- GEO shall adhere to the GEO formulary. When the only medically appropriate and medically necessary pharmaceutical a patient needs is not on the GEO formulary, the primary care practitioner will follow GEO's procedures for obtaining a waiver.
- 4.03.11 Continuous Quality Improvement (CQI)
The Contractor shall institute a CQI program and Professional Peer Review process at the contract site, which shall include audits and medical record review. Physician peer review shall occur no less than annually per NCCHC standards. Within three (3) months of the contract agreement, Contractor must provide evidence that a CQI program is in place. In addition, Contractor shall make quarterly telephonic reports to the Washington State Department of Corrections Health Services Unit to provide information regarding hospitalizations of WDOC offenders, sentinel events, the current "watch list", the current QA facility report, and the current facility Self Audit report.
- 4.03.12 Health Care Records- GEO shall have written policies and procedures to ensure appropriate and confidential management of offenders' health care records and health care information. These policies and procedures shall support standardization of preparation, format, documentation, release and maintenance of the health care record. The health care record created at the institution is the property of the WDOC and shall be forwarded to WDOC when the offender is transferred from the facility. Release of information, including copying charges, shall be conducted in accordance with WDOC Policy 640.020 and the WDOC "Health Records Guideline". The contractor shall maintain medical records on paper and/or in electronic format that is in a timely, legible, and organized manner, and which permit effective and confidential quality review. Medical records include those recorded on paper, micrographics, computer electronics, audio tapes, film, photographs, videotapes, and any other recording medium.
- 4.03.13 Staffing- The Health Services Unit shall be adequately staffed with trained health care professionals and support staff to provide the level and the quality of care defined by the ACA. The responsibilities of these staff shall be clearly defined in their job description and shall be consistent with any applicable scope of practice for which they are licensed to function, as appropriate. Appropriate supervisory staff shall monitor performance of these responsibilities. Ultimate responsibility of staff performance lies with the GEO Medical Director.
- 4.03.14 Staff Training- The Health Care Administrator/Manager of the health services unit shall maintain current copies of licenses, accreditation, and certifications of the professional health care staff as appropriate. All health services staff shall participate in facility orientation and training comparable to that provided in WDOC. Medical staff must be trained to treat emergencies to include CPR, Basic Life Support, and First Aid.

The Health Care Administrator/Manager shall maintain records of staff participation in facility orientation and annual training and mandatory Continuing and Professional Education requirements.

- 4.03.15 **Costs**- The cost of providing on-site and off-site medical, mental health, or dental services (including security for hospital or clinical services off-site) either provided through GEO staff or contracted services shall be considered normal costs incidental to the operation of the Facility and is GEO's responsibility, and is included in the WDOC Offender per diem rates outlined in Section 6.02. WDOC can assist GEO in working with the local hospital to enter a Core Provider Agreement that would allow the hospital to bill Washington State Medicaid for qualified events.

Incidental costs associated with routine blood testing done as part of the disciplinary process or periodic testing required by GEO or the state DOC in which the facility is located are included as part of the per diem rate, outlined in Section 6.02.

- 4.03.16 The WDOC shall not be responsible for the payment of elective or experimental medical procedures or for medical care required as a result of negligence or intentional misconduct on the part of the Facility, its employees, or subcontractors, or for care which could have foreseeably been prevented.
- 4.03.17 Upon return to the WDOC, GEO shall provide the original (or a copy) of the health records of all health care delivered while under GEO jurisdiction, including, but not limited to all GEO health records, community hospital records, radiology reports and films, consultant reports, and laboratory results. In addition, GEO will provide a health summary prepared by one or more practitioners, appropriate to the complexity of the case.
- 4.03.18 Concurrent and/or retrospective review: GEO agrees to allow the Department and its agents to conduct concurrent and retrospective utilization audits and reviews of any and all onsite medical services provided to Department Offenders. GEO agrees that any and all of its medical services contracts will include authorization for Department concurrent and retrospective utilization audits and reviews of any and all medical services provided to Department Offenders.

Section 4.04 Death of an Offender.

- 4.04.1 In the event of the death of a WDOC Offender, GEO will immediately notify the WDOC Monitor and the onsite monitor/designee via telephone and shall have the cause and circumstances of the death reviewed by the coroner of the local jurisdiction. If requested by the WDOC, GEO shall obtain an independent autopsy. This autopsy shall be paid for by the WDOC. A certified copy of the death certificate and the offender's file and medical records will be forwarded to the WDOC.
- 4.04.2 GEO shall furnish all information requested by the WDOC, and follow the instructions of the WDOC with regard to disposition of the body. The WDOC will notify the relatives of the deceased offender, if any, as soon as practicable after death.
- 4.04.3 All expenses relative to any necessary preparation and shipment of the body shall be the responsibility of the WDOC.

Section 4.05 **Offender Work and Programs.** - Program opportunities in all areas of the facility will be offered proportionally for offenders meeting published program criteria based on the percentage of the total facility population represented by the number of Washington offenders.

- 4.05.1 All eligible offenders shall be afforded the opportunity to participate in programs, occupational training, and work on the same basis as other offenders housed at the Facility at GEO expense. Ineligible offenders are those who are ill, unable to work due to age or handicap, and those in administrative or disciplinary lockdown. No WDOC Offender shall participate in any program, training or work outside the fenced Facility unless approved in writing by the WDOC contract monitor or designee
- 4.05.2 All eligible offenders will be productively occupied for at least 30 hours per week in work, education, vocational, and/or major habilitation programs. Offenders shall not be paid for participation in any program for which an offender in the state of Washington would not be paid.
- 4.05.3 Programs shall include: Academic Programs (Adult Basic Education, General Educational Development); Vocational programming including two industry-recognized vocational certificate programs; Substance abuse treatment services and Cognitive Restructuring programs, as available.
 - 4.05.3.1 GEO shall provide notification 14 days in advance, whenever possible, to the on-site WDOC manager when programs are terminated. The notification shall provide the reason for the cancellation and the projected start date if the program is expected to resume in the future.
 - 4.05.3.2 Should a program be cancelled for any reason, GEO shall notify the on-site WDOC manager immediately.
- 4.05.4 WDOC on-site staff may order an offender to work or attend school or vocational program. In the event an offender refuses, he/she may be charged with a violation of WDOC serious infraction #557 under WAC 137-28-260. GEO will administer the WDOC disciplinary proceedings for a violation of this infraction.
- 4.05.5 In the case of craft programs, the crafts may be sold and proceeds of any sale retained by the offender in accordance with the rules of the Facility.

Section 4.06 **Religious Opportunity.** GEO will provide adequate space and opportunity within the Facility for religious services. GEO will ensure that religious diets are in compliance with constitutional and American Correctional Association requirements. GEO will ensure compliance with state and federal law, including the First Amendment to the U.S. Constitution, and the Religious Land Use and Institutionalized Persons Act (RLUIPA), concerning offender rights and religious exercise.

Section 4.07 **Recreation.** Offenders shall be provided indoor and outdoor recreational opportunities on a daily basis.

Section 4.08 **Telephone.** Access to telephone service shall be provided to WDOC offenders comparable to access provided to other offenders by GEO.

Section 4.09 Clothing. GEO will be responsible for laundry and repair or replacement of offender clothing including agreed upon and appropriate footwear and work assignment shoes during the WDOC Offender's incarceration at the Facility to ensure clean clothes and bedding on at least a weekly basis.

4.09.1 Upon admission, GEO will provide each offender with:

- Socks – three pairs
- Undershirts - two
- Underpants - seven
- Thermal tops and bottoms – two pairs
- Trousers - two
- Shirts - two
- Shorts - one
- Winter Coat - one
- Belt, if trousers do not have elasticized waist - one
- Shoes – one pair
- Pajamas – two pairs
- Gloves – one pair
- Knit Cap - one

Clothing, including undergarments, socks, shoes, etc., may need to be replaced more frequently for offenders engaged in certain work activities, e.g. kitchen, maintenance, or painting crews. In addition, offenders shall receive footwear appropriate to their work assignment. GEO shall ensure tennis shoes are available for offender purchase in the commissary.

4.09.2 WDOC offenders shall be allowed to possess one pair of shower shoes, one pair of personal tennis shoes purchased by the offender, and one pair of deck shoes or other appropriate footwear that may be required for performing their work assignment.

4.09.3 When a WDOC offender is given a work assignment which requires the issue and use of footwear, other than deck shoes, the deck shoes issued by the facility will be turned in, unless the offender has no personal tennis shoes.

4.09.4 At GEO facilities during seasons when the temperature normally drops below 32° Fahrenheit Washington offenders will be issued one additional blanket when the offender submits a written request for one. GEO will make thermal underwear available through issue and use by the offenders.

Section 4.10 Commissary and Mail. Offenders will be provided with commissary and mail service. GEO shall retain the profits from the commissary operation. Indigent Offenders shall be provided with supplies for correspondence and up to the price of ten (10) first class letters per month. However, no request for mailing of verified legal pleading will be denied under this provision regardless of postage limit or financial status of the offender. GEO is entitled to recoup postage fees when the Offender has sufficient funds in his account. Mail (incoming or outgoing) which is clearly identified on the outside of the envelope as legal mail, as defined by WDOC policy shall be inspected only in the presence of the offender. Legal mail shall not be read without a search warrant but may be scanned in the presence of the offender to verify legal mail status and that the mail is free of contraband.

Section 4.11 Visitation. GEO shall provide space, opportunity, furniture, and equipment for visitation. Contact visiting shall be provided unless individual security concerns dictate otherwise. GEO shall adopt

flexible visiting policies for visitors traveling from out of state. Visitors on WDOC's approved visitors list shall be approved by GEO unless security concerns indicate otherwise.

Section 4.12 Grievance Procedure.

- 4.12.1 GEO will process and respond, within established timeframes, to all WDOC Offender grievances consistent with GEO grievance procedures. WDOC Offenders shall be required to use GEO grievance procedures for all complaints related to GEO staff, access to GEO facilities and programs, living conditions, all grievable issues established in its grievance program, and institutional operations. WDOC Offenders may use WDOC grievance procedures for issues directly related to WDOC staff. If the grievance is regarding property or funds which did not get transferred, it may be submitted, within 90 days from the date of transfer, against the facility from which the offender transferred out of Washington State through the Washington Offender Grievance Program.
- 4.12.2 GEO shall provide the WDOC Contract Manager a monthly summary of grievances by volume and type. Any grievance type rating 25% of the total volume or higher shall result in a documented investigation and analysis to determine appropriate corrective action, with an estimated timeframe for completion of the identified corrective action.
- 4.12.3 GEO will respond to grievances within their established timelines listed in their grievance program unless investigation or other matters require additional time.
- 4.12.4 Offenders who start the grievance process while incarcerated at a GEO facility, shall have the opportunity to complete the process even if transferred to a WDOC facility.

Section 4.13 Access to Courts. GEO will provide opportunity for meaningful and constitutionally sufficient access to federal and Washington State legal materials at the Facility in accordance with security and operating needs.

- 4.13.1 Every attempt should be made by GEO to provide WDOC Offenders in segregation and protective custody access to the law library collection established pursuant to this section providing their participation is consistent with the safety and security of the Facility. If direct access cannot be provided WDOC Offenders in segregation or protective custody, a process shall be established allowing WDOC Offenders in segregation or protective custody to request reasonable numbers of materials from a law library.
- 4.13.2 The WDOC shall provide Washington State legal materials required to meet constitutional standards via computer and appropriate software. GEO shall provide on-site technical service based on available expertise to ensure that the Washington Law library computer(s) are maintained and the software programs and updates are properly installed. GEO shall provide a secure and monitored location to house said computer and associated peripherals.
- 4.13.3 GEO shall make available federal law material; typewriters, including ribbons, and typing paper; notary services; copying services, including copy paper; legal size envelopes; sufficient to meet constitutional standards. Items such as paper supplies and copying shall be provided and shall be available free of charge to indigent WDOC Offenders. WDOC Offenders need not be afforded access to copy machines, however, GEO shall provide a copy of specific information, such as a

page from a law book, upon request by a WDOC Offender. A common copy/print fee shall be set by GEO.

- 4.13.4 GEO shall provide access to law material when staff has scheduled absences, due to vacations, extended leave or training.

Section 4.14 Offender Records and Progress Reports.

4.14.1 Offender institutional records regarding WDOC Offenders while at GEO shall be collected and maintained on-site by GEO in accordance with WDOC record keeping practices and Operating Requirements governing confidentiality. Upon request, all records, reports, and documents related to WDOC offenders, shall be made available immediately to the WDOC Contract Monitor for review. When an offender is transferred from the Facility, the record provided by the WDOC and all additional records and other information concerning the Offender, compiled while the Offender was at the Facility will be forwarded to the WDOC. The record consists of all reports, timesheets, staff memos, correspondence, and other documentation relating to behavior of the WDOC Offender.

4.14.2 GEO shall define a local level of case planning, subject to WDOC review and approval. Case planning information will be included in each WDOC Offender's progress report prepared by GEO and submitted to WDOC once per year as designated by the WDOC onsite staff. The progress report shall include narrative sections describing the following subjects: programming; serious infraction record; medical; mental health; community support; counselor comments; recommended custody and placement changes; and offender comments. A copy shall be provided to the WDOC Offender and on-site WDOC staff. WDOC Offenders' appeals of the counselor comments/recommendations in the progress report shall be appealed to the WDOC Out of State Facility Superintendent or designee.

Section 4.15 Transportation & Security. GEO will provide security for Offenders assigned to the Facility whether in the Facility or elsewhere. GEO will provide transportation to and from medical appointments, emergency medical care, and state and federal court appearances within 75 miles of the Facility.

Section 4.16 Removal of Offenders from the Facility. Except for emergency health care needs, WDOC Offenders shall not be assigned from the Facility without express prior authorization from the WDOC.

Section 4.17 Use of Force. GEO's use of force policy and training program for security staff shall be approved by the WDOC prior to offenders being transferred to the Facility. Following any use of force, an incident report shall be prepared and the WDOC staff OD shall be notified pursuant to Section 4.19, "Notification of Incidents, Emergencies, and Escapes."

Section 4.18 Escapes. In the event of the escape of a WDOC Offender(s) from GEO's physical custody, GEO shall, in addition to efforts to apprehend such WDOC Offender, immediately notify the WDOC and make notification to the onsite staff officer of the day (OD) and the shift Lieutenant at the Washington Corrections Center (360-427-4620, 4621, 4622), who will broadcast the escape. GEO staff will notify the National Criminal Information Center (NCIC) of the escape and notify local law enforcement agencies in the same manner it uses for GEO escapees.

Section 4.19 Notification of Incidents, Emergencies, and Escapes.

- 4.19.1** Incidents involving/impacting WDOC Offenders are to be reported consistent with WDOC Policy and Directive No. 400.100, which is attached as Appendix B and incorporated herein. Such incidents are to be reported to the WDOC on-site monitor and the WDOC Contract Monitor within 24 hours of the occurrence or as required by 4.19.3, below. Incidents are to be recorded on the Incident Report Form provided by the WDOC. A copy of the Incident Report Form shall be provided the WDOC onsite staff and a copy e-mailed to the WDOC Contract Monitor within 24 hours of the occurrence of the incident. GEO and the WDOC will provide each other with a list of name, phone, and e-mail addresses for personnel to whom inquiries regarding fiscal, medical, and operations matters should be directed. For incidents involving any offender, GEO will send to WDOC Contract Manager and on-site manager, reports on incident on a timely basis.
- 4.19.2** GEO shall administer discipline for all WDOC offenders following the provisions of Washington Administrative Code (WAC 137-28-160). Any sanction which recommends the loss of good time, may be appealed to the WDOC Senior Operations Administrator, who will be the final arbiter of the matter.
- 4.19.3** GEO will notify the WDOC on-site manager and the WDOC immediately by telephone (the WDOC Contract Monitor shall be contacted during business hours, otherwise the WDOC Duty Officer (Shift Lieutenant) shall be contacted at (360) 427-4620, 4621, 4622 and an incident report shall be e-mailed to the WDOC Contact Monitor within two (2) hours for any:
- a) Offender escape;
 - b) Use of deadly force;
 - c) Use of force in which there is an injury requiring medical treatment;
 - d) Assault, including sexual assault, by an employee, offender, or civilian;
 - e) Disturbance involving three or more offenders which is not brought under control within 15 minutes;
 - f) Death of an offender;
 - g) Rape of an Offender;
 - h) Property destruction rendering a living unit or support service area unusable;
 - i) Hostage situation;
 - j) Use of chemical agents requiring medical treatment.
- 4.19.4** All other incident reports, notices of emergency, off-site medical treatments, and removal of Offenders from the facility shall be e-mailed to the WDOC Contract Monitor within twenty-four (24) hours of the incident.

The Facility shall inform the WDOC of all significant incidents involving WDOC Offenders assigned to the Facility within twenty-four (24) hours of occurrence. Significant Incidents include Serious Infractions, and all non-routine inmate movement from the Facility, including emergency medical moves and removals from population to a WDOC operated facility, and other such moves. Incidents described in this section shall be reported to appropriate WDOC staff as described in WDOC Administrative Regulation Chapter 137-28 WAC, Prisons Discipline.

4.19.5 Disciplinary reports or reclassification requests shall be mailed to the WDOC Contract Monitor weekly. Additionally, the Facility shall forward to the WDOC Contract Monitor a monthly report detailing the disciplinary actions taken on WDOC Offenders. The content and form of the report will be mutually agreed upon by the GEO Contract Monitor and the WDOC Contract Monitor.

4.19.6 GEO will provide a quarterly report to the WDOC Contract Monitor that chronicles/summarizes significant activities occurring during the quarter, and will be in the following format:

Cover

The standard cover shall identify the Facility and name of reporting staff member.

Section 1: Institution Specific Issues:

This section will reflect issues related to individual Facility intelligence and investigation activities, and contain the findings of a trend analysis for the following items:

1. Rule infractions.
2. Results of significant contraband recoveries, such as the number and type of weapons found, narcotics, etc.;
3. Urinalysis screening;
4. Requests for protective custody;
5. Inmate store orders, e.g., stockpiling;
6. Lockdowns for cause
7. Visiting program contraband recoveries;
8. Inmate/staff confrontations, including threats against staff;
9. Incidents and type of inmate violence;
10. Inmate deaths; and
11. Staff turnover by type

Section 2: Outside Referrals:

This section will report each inter-departmental intelligence or investigative contact, as well as referrals to outside law enforcement agencies. It will also designate the status of the referral, i.e., investigation being conducted, referral to prosecutor, no prosecution decision, etc. These cases need to ensure confidentiality of disclosure consistent with WDOC policy.

Section 3: Substance Abuse Activity:

This section will provide a general statement concerning drug activity, and a report of substance abuse testing data within the Facility. It will also include information on the types of narcotics found, and strategies for dealing with these activities.

Section 4: Analytical Paragraph:

This section will present an analysis of the information that has been gathered, i.e., any findings related to the analysis of investigative reports, and conclusions drawn from the analysis of problems pertaining to:

- Physical plant, to include grounds and work areas;
- Operating procedures and post orders; and

- Recommendations for corrective action which should be taken in order to correct the problems, if any, listed above.

4.19.7 GEO shall furnish copies of any regularly generated reports that are requested by the WDOC.

Section 4.20 Earned Time/Good Time. GEO shall furnish specific information to the WDOC in accordance with WDOC Policy Nos. 320.150, 350.100, and 350.120 for purposes of award or forfeiture of earned/good time for eligible offenders. The final decision on awarding or forfeiture of earned/good time rests with the WDOC Senior Program Administrator, or designee.

Section 4.21 Sentence Computation. GEO will furnish the WDOC with the following information for sentence computation purposes: infractions, work assignments, program assignments, and performance. The final decision with respect to sentence computation rests with WDOC. Sentence computation will be done by the WDOC. The WDOC will furnish adjusted release dates to GEO as necessary.

Section 4.22 Classification. Any Offender may be administratively transferred to a higher security level pending approval by the WDOC. No Offender may be transferred to a lower security level without prior approval of the WDOC.

Section 4.23 Facility Space for Hearings, Inspections, Audits, and Contract Monitors.

4.23.1 Adequate facilities for any hearings, inspections, audits, and related WDOC case management activities, including furniture, equipment, on-site clerical support, and security staff, shall be made available to WDOC employees.

4.23.2 GEO will make available office space for on-site WDOC manager at the Facility.

4.23.3 The WDOC shall reimburse GEO for expenses related to on site WDOC staff mailing of work related materials. GEO may separately invoice WDOC for such expenses monthly or quarterly.

4.23.4 GEO will complete a minimum of three (3) documented internal audits per month, two (2) from the mandatory list and one (1) from the essential list, itemized in Appendix C. Unless a specific audit demonstrates compliance deficiencies or there are major changes in applicable law, rule, standard, and/or policy, for purposes of complying with this section, no individual audit will be repeated more frequently than annually. Audit reports will be submitted to the WDOC Contract Monitor; and where there are demonstrated deficiencies, it will be accompanied by an action plan for correcting the deficiencies. GEO may use its monitoring instruments provided that they address all the issues identified in Appendix A, mandatory audit.

4.23.5 Unless required more frequently by law, rule, standard and/or corporate/local policy, GEO will complete documented formal inspections of the following areas, according to the stipulated schedule:

Security:	Per shift
Sanitation	Quarterly
Fire/Safety	Semi- annually
Environmental Health	Annually

Copies of all inspection reports will be submitted to the WDOC Contract Monitor in a format provided by GEO, to include action taken and date to correct noted deficiencies.

Section 4.24 Public Information. Facility or other officials of GEO shall not be authorized to release publicity concerning WDOC Offenders. They shall not release personal histories or photographs of WDOC Offenders or information concerning their arrivals or departures, except as provided herein. However, information related to an imminent public safety issue, such as information concerning the escape of a WDOC Offender, may be given directly to the news media by GEO. GEO may photograph WDOC Offenders as a means of identification for official use only. Photographs of a WDOC Offender may be disseminated to appropriate law enforcement officials and the news media in the event of any escape from GEO's physical custody by such WDOC Offender. Any requests for information regarding WDOC Offenders or requests for interviews of WDOC Offenders shall be referred to the WDOC's Communications Unit. When the Communications Unit decides the request, it shall timely respond to the Facility through the WDOC Contract Monitor's Office. GEO shall make arrangements for such interviews at the reasonable discretion of GEO. GEO shall release or withhold information in accordance with WDOC direction.

Section 4.25 Inspections. The WDOC shall have the right to inspect and/or audit the Facility at its discretion, with or without advance notice.

Section 4.26 Offender Account Deductions. GEO will make deductions and withdrawals from offender accounts as required by Washington statute and department policy according to WDOC Policy and remit such funds to WDOC on a monthly basis. All deposits to an offender's account are subject to deductions except for deposits from Veterans Affairs, Social Security Administration, a settlement from a 42 USC 1983 case or tribal funds protected by federal statute. GEO shall submit to the WDOC on a monthly basis, or as otherwise agreed, a report or list, in WDOC approved format, containing the inmate name; Washington State DOC number or social security number; the types of deposits and amounts made to the offender's account; and the types of mandatory deductions taken and the amounts. A list of deductions is shown in Exhibit A, trust accounts for offenders. All deposits to an offenders account would be considered other deposits unless it is from Veterans Affairs, Social Security Administration, a settlement from a 42 USC 1983 or tribal funds protected by federal statute. Mandatory payments required by RCW 72.09.480 shall be handled by the WDOC in accordance with Section 3.04.

Section 4.27 Policy and/or Procedure Changes. GEO shall provide a fourteen (14) day written notice to all WDOC Offenders and the on-site WDOC manager before policy and/or procedure changes related to Sections 4.05; 4.06; 4.07; 4.08; 4.09; 4.10; 4.11; 4.12; 4.13; 4.21; 4.22; and 4.23. Fourteen day notice is not required when the policy or procedure change is necessary to address immediate security or emergency conditions as declared by the Warden with the concurrence of the WDOC Monitor.

Section 4.28 Administrative Segregation Placement. - Due Process and Conditions of Confinement. GEO shall provide appropriate due process and conditions of confinement consistent with the requirements in this contract.

4.28.1 The following procedures are required when a WDOC offender is placed on Administrative Segregation. The purpose of administrative segregation is to temporarily remove an offender from general population until a timely and informed decision can be made about appropriate housing based on his/her behavior.

- If the Warden/Designee retains the offender on administrative segregation, GEO staff will provide written notice to the offender immediately (no longer than 24 hours) regarding the reason for placement so that notice is given at least 48 hours in advance of initial review.
- The offender will be provided an initial review regarding the placement within 2 working days of being assigned to administrative segregation and,
 - Shall be provided 24 hours notice of initial review;
 - Have the opportunity to attend the review and provide a formal response to the reason(s) for placement (the offender may waive his appearance at the meeting);
 - Have the right to request witness statements;
 - Have the right to an interpreter or staff advisor if unable to speak and understand English or is deemed by the review committee to be incapable due to mental or physical impairment to present his responses to the reason(s) for placement;
 - Have the right to review non confidential information resulting in their current placement; and
 - Have the right to have their input available to the decision making authority at the time their case is reviewed by the decision making authority
- The offender shall be advised of the recommendation of the review committee after the initial, intermediate and final reviews.
- Multidisciplinary Facility Risk Management Teams (FRMT) will be utilized to conduct intermediate and final reviews of offenders assigned to Administrative Segregation. The FRMT will include at a minimum:
 - The offender, unless s/he waives participation;
 - The Correctional Unit Supervisor (CUS) of counselor from the sending unit, and the counselor from the unit currently assigned;
 - The assigned Unit Supervisor; and
 - A custody/security representative, the rank of Sergeant or higher.
- Each of the following disciplines must be represented when they are relevant to the offenders being reviewed.
 - Medical professional, for offender with specific medical related, code assignment record/hold record (PULHESDXT) "P" codes of 4 or higher;
 - Supervising Psychologist/designee, for offender with PULHESDXT "S" codes of 3 or higher and/or "H" codes of 4;
 - ADA Coordinator, for offenders with PULHESDXT "L", "E" or "X" codes of 3 or higher; and
 - Other program area supervisors who have direct supervision of the offenders' activities and knowledge of his/her behavior.
- An intermediate review will occur within 14 days of the initial placement review being conducted.
- A final review will occur with 30 calendar days of the intermediate review being conducted.
- After any review if the FRMT's decision is to release the offender the recommendation will be forwarded to the Warden/designee and a decision will be made within one working day.
- After placement on administrative segregation for 46 days, a decision must be made regarding final disposition of the offender. Final disposition must be return to general population, refer to Maximum custody or request a 14 day extension.
- In extraordinary situations, the Warden may request from the WDOC Onsite Manager an extension of up to 14 days beyond the 47 days served.
 - All offenders retained on Ad Seg status for more than 47 days will be updated on their status every 14 days.

- The Warden or designee may release an offender from Ad Seg at any time if it is determined that the conditions or reasons for placement no longer exist.
- GEO will notify onsite manager, properly document, and track offender's status while on Administrative Segregation status. Administrative Segregation, Pre-Hearing or Disciplinary Segregation.

4.28.2 GEO shall ensure that the conditions of confinement for WDOC offenders placed in segregation include:

- Adequately lighted and ventilated environment, unless mechanical or other problems prevent such conditions on a temporary basis.
- Reasonable room temperature for the season, unless mechanical or other problems prevent such conditions on a temporary basis.
- Meals of a similar quality and quantity as provided to the general population. Methods of preparation and/or delivery may be modified for security reasons.
- Access to personal hygiene items as appropriate based on safety and security needs.
- Opportunity to shower at least 10 minutes and shave at least 3 times per week.
- Access to telephone, mail and approved correspondence supplies, visiting, reading material(s) and legal representation and material(s). To include the ability of the offender to write and mail two non-legal letters per week at GEO expense. Postage not to exceed the cost of a first class stamp on each letter.
 - Unless authorized by the Warden/designee, offenders in disciplinary segregation will be allowed limited telephone privileges.
- Receive a minimum of one hour of exercise per day, 5 days per week, outside of their cell.
- Limited program access due to risk level.
- Access to health care services, including mental health services.
- Access to the Unit Sergeant, Unit Supervisor and counselor.
- Controlled access to prescribed and/or Over-the-Counter medications according to GEO policy.
- Exchange of clothing (e.g. T-shirts, underwear, socks), coveralls and towels at least three times per week.
- Weekly exchange of linens.
- Barbering/hair care services as available in general population.
- Access to the following: Religious guidance, education, self-help programs, library and law library, grievance program and offender policy and operational memorandums with the exception of restricted policies/memorandums.

Section 4.29 Food Service. - Where GEO offers multiple levels of food service/selection the highest level offered at the facility will be provided DOC Offenders as part of the agreed per diem.

Section 4.30 Subject Matter Experts. - GEO agrees to pay the cost of travel, lodging and per diem as specified in WA DOC Policy 200.900 - Travel Regulations - Exhibit C for up to four trips to the facility where WDOC offenders are housed per contract year for the purpose of training. In addition, GEO shall pay for travel and lodging and per diem for quarterly medical audits performed by up to two WDOC staff at each facility and one WDOC staff for an annual food services audit at each facility.

Article V.
FACILITY EMPLOYEES

Section 5.01 Independent Contractor. GEO shall perform its duties hereunder as an independent contractor and not as an employee. Neither GEO nor any agent or employee of GEO shall be or shall be deemed to be an agent or employee of the state of Washington. GEO acknowledges that GEO and its employee are not entitled to unemployment insurance benefits unless GEO or a third party provides such coverage and that the WDOC will not pay for or otherwise provide such coverage. GEO shall have no authorization, express or implied to bind the WDOC to any agreements, liability or understanding except as expressly set forth herein.

Section 5.02 Personnel. Personnel shall be retained to deliver twenty-four (24) hour care and supervision to incarcerated individuals, as well as administrative and support service personnel for the overall operation of the Facility, in accordance with the Operating Requirements. Prior to employment at the Facility, applicants shall be subjected to a thorough background check. GEO will provide sufficient coverage for sick leave, annual leave, training, meals, breaks, and other events that take officers away from their duties consistent with the GEO staffing management plan.

- 5.02.1** GEO caseworkers dedicated to WDOC offenders shall be provided at the ratio of one caseworker per one hundred and twenty-five offenders. Facilities housing more than 125 WDOC offenders but fewer than 250 WDOC offenders shall have two GEO assigned caseworkers. An additional GEO caseworker shall be assigned at every 142 offenders (or portion thereof) increment. At facilities housing fewer than one hundred and twenty-five WDOC offenders, a portion of the facility caseworker's time shall be dedicated to WDOC offenders in accordance with the above 1/125 ratio. The GEO caseworker will have primary responsibility for meeting GEO contract obligations with regard to the day to day operational issues, questions, and concerns of the WDOC offenders assigned to their caseload (i.e. responding to inquiries (kites) addressing pay and property questions, etc.)
- 5.02.2** Investigation/Intelligence (I&I) and Security Threat Group (STG) services will be provided by GEO. GEO I&I and STG services shall include but not be limited to monitoring telephone calls and mail, conducting investigations related to WDOC offender activities/behavior, addressing STG related issues such as providing information when available to the on-site WDOC manager to update the WDOC STG database; documenting and sharing information related to new tattoos and or recruitment activities, etc. Such services shall be provided at a level proportional to the facility population.
- 5.02.3** GEO shall provide clerical support of 0.5 staff to support the WDOC on-site staff at the facility where WDOC offenders are housed.

Section 5.03 Training. GEO will train all security personnel who will supervise, confine, and/or care for WDOC offenders, before they begin to work within the unit. Minimally this training will include 160 hours of curriculum approved by GEO and generally considered to be best practices within the corrections profession, followed by a minimum of 16 hours of structured and supervised on-the-job-training. GEO will provide security personnel with additional, as-needed training, to enhance work performance.

GEO expressly agrees, as a consequence of electing to perform its own training, that it will be solely responsible for any and all claims, damages, liability, and court awards including costs, expenses, and attorney fees incurred as a result of any action or omission of its employees, agents, subcontractors, or assignees in connection with such training. Training must meet credible industry standards.

**Article VI.
COMPENSATION AND ADJUSTMENTS**

Section 6.01 Compensable Offenders. The terms of this Contract apply only to WDOC Offenders. Nothing in this Contract shall be construed to impose upon the WDOC any financial or other obligations for any non-WDOC Offender housed in the Facility. GEO's costs of operations including legal services and the risks of physical damage to the Facility incurred as a direct result of the placement of a WDOC Offender in the Facility shall be considered usual costs incidental to the operation of the Facility and part of the costs reimbursed by the fixed per day per WDOC Offender compensation of Contract.

Section 6.02 Payment. The WDOC shall pay directly to GEO, as follows:

6.02.1 GEO will bill WDOC \$60.00 per Offender Day per WDOC Offender housed under this Contract (Per Diem). The \$60.00 per day is inclusive of all costs to include, but not limited to, housing the offender at the GEO facility (ies), health care including emergent care (the cost of providing on-site and off-site medical, mental health and dental services including security for hospital or clinical services off-site) either provided through GEO staff or contracted services shall be considered normal costs incidental to the operation of the facility) and programming.

Section 6.03 Billing. GEO agrees to bill monthly for the actual bed days used in the preceding month. GEO also agrees to submit and itemized bill to WDOC in an electronic format and on the template provided in Appendix F (see attached) that includes the Offender Name, DOC number, Date of Birth, and dates the offender was held under the WDOC's authority. GEO shall email the completed billing template to the WDOC Contract Manager on the tenth day of each month for the number of Offender Days incurred during the preceding month. All amounts payable under the Contract shall be due within thirty (30) days from receipt of a properly completed invoice by the WDOC. The invoice should be emailed to the on-site manager on the same day it is sent to accounting and program staff.

6.03.1 GEO agrees to reimburse WDOC for all WDOC staff travel, lodging and per diem as outlined in prior sections and for the onsite contract manager(s) per section 4.02.05. Reimbursement shall be monthly, and all reimbursements are due within thirty (30) days from receipt of properly completed invoice by WDOC.

Section 6.04 Billing Disputes. If the amount to be paid is disputed by the WDOC, then the WDOC, on or before the date the invoice is payable, shall advise GEO of the basis for the dispute and pay the amount of such invoice that is not in dispute as provided in Section 6.03. If the parties cannot resolve the dispute within thirty (30) days after the notification of the dispute, either party may initiate dispute proceedings as provided herein.

Section 6.05 Taxes. GEO shall pay all local, state, and federal taxes, if any, with respect to the operation of the Facility.

Section 6.06 Utilities. GEO shall pay all utility charges or regulatory charges incurred or imposed with respect to the Facility.

Article VII.

LEGAL PROCEEDINGS, INDEMNIFICATION & INSURANCE

Section 7.01 Representation and Indemnification by GEO.

Subject to the limitations otherwise stated herein, GEO shall defend, indemnify, and hold the state of Washington, its officials, agents, and employees harmless for and against all claims arising from or as a result of this Contract, including but not limited to:

- 7.01.1 Claims resulting from any breach or default on the part of GEO and/or the Facility in the performance of the Contract;
- 7.01.2 Claims for services rendered to GEO by any person or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract;
- 7.01.3 Claims involving personal injury or property damaged alleged to have occurred as a result of the negligent, grossly negligent or intentional acts or omissions of GEO, its officers, agents, or employees;
- 7.01.3 Claims involving allegations that GEO, its officers, agents, or employees violated state or federal law, including the U.S. Constitution or any state constitution, with respect to the performance of this Contract or the custody of any WDOC offender housed in a GEO facility; and,
- 7.01.4 Claims resulting from an act of an offender while in the custody of GEO pursuant to this Contract.
- 7.01.5 GEO shall be responsible for all costs, reasonable attorney's fees, expenses, and liabilities incurred in defending and resolving such claim, action, or proceeding brought thereon.
- 7.01.6 If any action is brought against the WDOC by reason of any such claim, GEO, upon notice from the WDOC, shall defend against such action with qualified counsel at GEO's expense. The WDOC shall have the right, at its own expense, to retain separate counsel to represent the WDOC regarding claims or portions of claims for which GEO does not have indemnity obligations. No settlement may be entered into with respect to any claim that may require the WDOC to take action financially, operationally, or otherwise, without notice and an opportunity to object by WDOC. Should WDOC refuse to participate in the settlement, GEO shall continue with the defense of the case, but their liability shall be limited to the amount GEO would have been obligated to pay under the proposed settlement.
- 7.01.7 In defending the WDOC, its officials, agents and employees, GEO shall provide information and updates as requested by the WDOC's Attorney General's Office (AGO) so that the AGO may, in its discretion, enter any legal proceeding on behalf of the WDOC, its officials, agents, or employees.
- 7.01.8 GEO shall not be responsible for defending or indemnifying the state of Washington against any claim arising solely out of any act or omission on the part of the WDOC, its officials, agents, servants, or independent contractors (other than GEO) who are directly responsible to the state of Washington.

Section 7.02 Representation and Indemnification by WDOC. The WDOC will defend any post-conviction action, including criminal appeals, personal restraint proceedings, and federal writs of habeas corpus, by any WDOC Offender challenging the underlying judgment of conviction, the calculation of good time pursuant to Section 4.20 of this Contract, or calculation of adjusted release dates pursuant to Section 4.21 of this Contract. The WDOC shall also defend and indemnify, to the extent allowed by state of Washington law, GEO should it be sued in an action contesting the legality of any WDOC Offender's transfer to the Facility.

Section 7.03 Workers' Compensation and Unemployment Insurance Compensation. GEO and its subcontractors shall maintain such workers' compensation insurance and unemployment compensation as is required by law.

Section 7.04 General Liability Insurance

7.04.1 GEO shall maintain a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence. Additionally, GEO is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

7.04.2 In the event that services delivered pursuant to this contract involve the use of vehicles, either owned or unowned by GEO, GEO shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident.

7.04.3 GEO will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. The WDOC and the state of Washington will not be held responsible in any way for claims filed by GEO or their employees for services performed under the terms of this contract.

7.04.4 GEO will provide the Department with two copies of the certificates of insurance for each coverage required under the contract. One certificate shall be sent to the Contracts and Legal Affairs Section, P.O. Box 41114, Olympia, Washington 98504-1114, and the other certificate shall be provided to the Institution's Business Office. GEO shall immediately notify the Contracts and Legal Affairs Section and said Business Office in the event such policy is terminated, canceled, or modified.

Section 7.05 Defense/Immunity. By entering into the Contract, neither party waives any defenses that may be extended to it by operation of law including claims of immunity or limits on the amount of damages.

Section 7.06 Notice of Claims. As soon as possible and no later than within five (5) business days after receipt of a summons or claim by either party in which the other party or any agent, employee or officer thereof is named defendant, the party receiving the notice or claim shall notify the other in writing. Failure to comply with the notice requirements can result in a refusal to indemnify, if such failure to notify results in prejudice to GEO or WDOC, or any of their agents, employees, or officers.

Section 7.07 Risk of Physical Damage to Facility The risks and costs of physical damage to GEO's Facility incurred as a direct result of the placement of WDOC's offenders in the Facility shall be considered usual costs incidental to the operation of the Facility and part of the costs reimbursed by the fixed rate per-offender day as provided by Section 6.02. This does not preclude GEO from taking action against an offender who causes such damage.

**Article VIII.
DEFAULT AND TERMINATION**

Section 8.01 **WDOC Default.** Each of the following shall constitute an Event of Default by the WDOC:

8.01.1 Failure by the WDOC to make payments to GEO under this Contract within thirty (30) days after such payment is due, except for payments that are subject to a valid dispute between the parties and the parties are actively working to resolve the dispute.

8.01.2 Persistent or repeated failure or refusal by WDOC to substantially fulfill its obligations under this Contract, unless justified by causes beyond the WDOC's control. Causes beyond the WDOC's control may include, but are not limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, natural disasters, fire, epidemics, and quarantines.

Section 8.02 **GEO Default.** Each of the following shall constitute an Event of Default by GEO:

8.02.1 Breach of any obligation identified in this Contract as grounds for immediate termination.

8.02.2 Failure to correct or cure a material breach of this Contract after notice and an opportunity to cure.

8.02.3 Persistent failure or refusal by GEO to substantially fulfill any of its obligations under this Contract, unless justified by causes beyond the GEO's control or by the default of WDOC. Causes beyond the GEO's control may include, but are not limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, natural disasters, fire epidemics, and quarantines.

Section 8.03 **Notice of Breach.** Except for any breach identified in the Contract as grounds for immediate termination, no breach of this Contract by either party shall constitute an Event of Default, and no action with regard to same may be instituted, unless and until the party asserting a breach specifies that a default or defaults exist(s) that, unless corrected or timely cured, will constitute a material breach of this Contract. Nothing in this section is intended to prevent any party from terminating this Contract pursuant to Article II of this Contract.

Section 8.04 **Time to Cure.** If any material breach of this Contract by either party remains uncured more than thirty (30) days after written notice thereof by the party asserting this breach, this shall be an Event of Default entitling the party asserting the breach to terminate the Contract. However, if within thirty (30) days after such notice, a substantial good faith effort to cure said breach shall not be an Event of Default if it is cured within a reasonable time thereafter.

If the breach cannot be cured within thirty (30) days after notice, but can be cured through an ongoing effort on the part of the breaching party, the breaching party may, within the thirty (30) day period following the notice of the breach, submit a plan for curing the breach within a reasonable period of time not to exceed six (6) months unless extended by the other party. If the plan is approved by the other party, it shall not pursue remedies hereunder as long as the breaching party timely undertakes to cure the breach in accordance with the approved plan. Said approval shall not be unreasonably withheld.

Section 8.05 If GEO does not cure a material breach within the specified time frame, the WDOC may choose from the following remedies:

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- 8.05.1 Terminate the contract immediately by written notice to GEO.
- 8.05.2 Cure the breach and withhold all reasonably expended costs from GEO's compensation.
- 8.05.3 Withhold from the Per Diem payment the amount of the value of the service not being rendered for each day beyond the cure period until the breach is cured or the contract terminates. Value shall be based on the cost of providing the service. GEO shall have the obligation to provide documentation of such costs. Prior to the withholding, the WDOC shall provide at least ten-days notice to GEO to provide an opportunity to submit cost documentation. If GEO fails to provide such documentation, the WDOC may exercise reasonable discretion to determine the costs. Remedies 2 and 3 may not be exercised simultaneously.

For purposes of this Article, "notice" shall refer to written notice sent certified mail, registered return receipt to Amber Martin, Vice President, Contracts, The GEO Group, Inc., One Park Place, Suite 700, 621 Northwest 53rd Street, Boca Raton, Florida 33487 and to the Warden at the Facility.

Section 8.06 Waiver. No waiver of any breach of any terms or conditions of this Contract shall be held to be a waiver of any other or subsequent breach; nor shall any waiver be valid or binding unless the same shall be in writing and signed by the party alleged to have granted the waiver.

Article IX. MISCELLANEOUS

Section 9.01 Federal Rules.

- 9.01.1 If this contract involves the expenditure of federal funds, this Contract is contingent upon continued availability of federal funds for payment pursuant to the terms of this Contract. GEO also agrees to fulfill the requirements of the Office of Management and Budget Circulars A-87 and A-102 or A-110, whichever is applicable.
- 9.01.2 If applicable, GEO agrees to not use federal funds to satisfy Federal cost sharing and matching requirements unless approved in writing by the appropriate Federal agency.
- 9.01.3 Payment pursuant to this Contract, if in Federal funds, whether in whole or part is subject to and contingent upon the continuing availability of the federal funds for the purposes hereof. In the event that said funds, or any part thereof, become unavailable as determined by Washington, it may immediately terminate this Contract.

Section 9.02 Disputes. Disputes between GEO and the WDOC may be submitted to binding arbitration if the parties are unable to resolve any disputes arising hereunder. No disputes may be submitted to arbitration without the agreement of both parties.

Section 9.03 Binding Nature. This Contract shall be binding on the parties and their heirs, successors, and assigns.

Section 9.04 Invalidity and Severability. To the extent that this Contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the Contract, the terms of this Contract are severable, and should any term or provision hereof be declared invalid or become

inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. In the event that any provision of this Contract is held invalid, that provision shall be null and void. However, the validity of the remaining provisions of the Contract shall not be affected thereby.

Section 9.05 Jurisdiction and Venue. The laws of the state of Washington and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of this Contract. Venue for any legal action related to the performance or interpretation of this Contract shall be in Thurston County, Washington.

Section 9.06 Scope of Agreement. This Contract and any appendices or exhibits to it incorporate all the agreements, covenants, and understandings between the parties. No prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract. This Contract shall not be altered, changed, or amended except by mutual consent of the parties in writing. All applicable appendices and exhibits shall be attached to the contract agreement.

Section 9.07 Subcontracting and Assignment. No subcontract or assignment shall be effective without the prior written consent of the WDOC.

Section 9.8 Other Arrangements Unaffected. The parties hereto agree that offenders transferred by the WDOC after the effective date of this Contract shall be deemed transferred to GEO pursuant to the terms of this Contract unless specified otherwise in writing.

Section 9.9 Notices. Any notice provided for in this Contract shall be in writing and served by personal delivery, designated WDOC electronic mail system, or United States Mail, postage prepaid, at the addresses listed in Sections 4.02 and 8.04, until such time as written notice of change of address is received from either party. Any notice so mailed and any notice served by electronic mail or personal delivery shall be deemed delivered and effective upon receipt or upon attempted delivery. This method of notification will be used in all instances, except for emergency situations when immediate notification is required pursuant to the appropriate sections of this Contract.

Section 9.10 Compliance with Nondiscrimination Laws. GEO shall, at all times during the performance of its obligations of this Contract, strictly adhere to all applicable federal nondiscrimination laws. GEO acknowledges that the following laws are included: Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1972, the Education Amendments of 1972, the Age Discrimination Act of 1975, the American with Disabilities Act, including Title II, Subtitle A, 24 U.S.C. §§12101, et seq. and all rules and regulations applicable to these laws prohibiting discrimination because of race, religion, color, national origin, creed, sex, age, and handicap in federally assisted health and human services programs. This assurance is given in consideration of and for the purpose of obtaining any and all federal grants or other federal assistance.

GEO assures the state of Washington that at all times during the performance of this Contract that no qualified individual with a disability shall, by reason of such disability, be excluded from participation in, or denied to benefits of the service, programs or activities performed by GEO, or be subjected to any discrimination by GEO upon which assurance Washington relies.

GEO will not discriminate against any employee or applicant for employment because of race, creed, national origin, sex, marital status, religion, ancestry, mental or physical handicap, or age. GEO will take affirmative action to insure that applicants are employed, and that employees are treated during

employment, without regard to the above mentioned characteristics. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer, recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. GEO agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth provisions of this non-discrimination clause.

GEO will, in all solicitations or advertisements for employees placed by or on behalf of GEO, state that all qualified applicants will receive consideration for employment without regard to race, creed, national origin, sex, marital status, religion, ancestry, mental or physical handicap, or age.

In the event of GEO's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy this Contract may be immediately rescinded, canceled, or terminated in whole or in part. GEO shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

Section 9.11 Confidentiality of Records. Unless otherwise provided, and when appropriate:

9.11.1 In the event GEO shall obtain access to any records or files of Washington in connection with this Contract, or in connection with the performance of its obligation under this Contract, GEO shall keep such records and information confidential and shall comply with all laws and regulations concerning the confidentiality of such records to the same extent as such laws and regulations apply to Washington.

9.11.2 GEO shall specifically keep confidential all records and files of WDOC Offenders; GEO shall obtain prior written approval from Washington before releasing or disclosing the contents of any such records or files. GEO further acknowledges that this requirement is in addition to and not in lieu of any other laws respecting confidentiality of WDOC Offender and criminal justice files and records.

9.11.3 Any breach of confidentiality by GEO or third party agents of GEO shall constitute good cause for Washington to cancel this Contract, without liability; and any and all information delivered to GEO shall be returned to Washington.

9.11.4 Any WDOC waiver of an alleged breach of confidentiality by GEO or third party agents of GEO is not to imply a waiver of any subsequent breach.

9.11.5 This provision shall not be construed to prohibit GEO from releasing medical information in accordance with HIPAA for purposes of securing medical care for offenders.

Section 9.12 Ownership of Material Information, Data, Computer Software Documentation, Studies, and Evaluations. Unless otherwise provided, GEO agrees that all material, information, data, documentation, studies, and evaluations produced in the performance of this Contract is the property of the WDOC and GEO.

Section 9.13 Reporting. GEO shall submit to the WDOC Contract Monitor, on a quarterly basis, a written program report specifying progress made for each activity identified in GEO's duties and obligations, regarding the performance of the Contract. Such written analysis shall be in accordance with the procedures developed and prescribed by the WDOC. The preparation of reports in a timely manner shall be the responsibility of GEO and failure to comply may result in delay of payment of funds and

termination of the Contract. Required reports shall be submitted to the WDOC not later than thirty (30) days following the end of each calendar quarter, or at such time as otherwise specified.

Section 9.14 Records. Unless otherwise provided: GEO shall compile and maintain a complete file of each WDOC offender, including all records, communications, and other written materials which pertain to the operation of offender programs or the delivery of services to offenders under this contract, including medical, counseling, classification and disciplinary documents, in individual files. Further, GEO shall permit the WDOC to audit, inspect, and copy such files and records during the term of this contract to assure compliance with the terms hereof or to verify actual costs. Such files and records will be deemed to be the property of the WDOC and shall be available for inspection by the WDOC and shall be returned to the WDOC upon discharge of a WDOC inmate from GEO's Facility. GEO may keep copies of said records as may be necessary to resolve any matters that may be pending. Upon resolution of the matter said copied records shall be destroyed by GEO. No files or records in which a WDOC inmate is individually identifiable by name, shall be released to any third party without express, advance authorization of WDOC, except in medical emergencies.

- 9.14.1 GEO shall maintain a complete file of all records, documents, communications and other materials which pertain to the operation of programs or the delivery of services under this Contract. Such materials shall be sufficient to properly reflect all direct and indirect costs of labor, materials, equipment, supplies, services and other costs of whatever nature for which a Contract payment was made. These records shall be maintained according to generally accepted accounting principles and shall be easily separable from other GEO records. The WDOC's access to records pursuant to this provision shall be limited to those documents necessary to monitor contract compliance or to verify specific costs for which GEO sought reimbursement under this contract.
- 9.14.2 All such records, documents, communications and other materials shall be the property of Washington and shall be maintained by GEO, in a central location with a designated custodian, on behalf of Washington, for a period of three (3) years from the date of final payment of this Contract, or for such further period as may be necessary to resolve any matters which may be pending, or until an audit has been completed with the following qualification: If an audit by or on behalf of the federal government has begun but is not completed at the end of the three (3) year period, the materials shall be retained until the resolution of the audit findings.
- 9.14.3 GEO shall permit the WDOC to audit and/or inspect its records during the term of this Contract and for a period of three (3) years following the termination of the Contract to assure compliance with the terms hereof or to verify actual costs.
- 9.14.4 WDOC is subject to the Washington Public Records Act (PRA), chapter 42.56 RCW. The PRA requires prompt and full disclosure of public records not otherwise exempt from disclosure under the law. Failure to comply with the PRA can result in liability for penalties and legal expenses. Therefore, if WDOC determines records created or maintain by GEO pursuant to this Contract may be subject to disclosure under the PRA, GEO will promptly and gather and provide all requested records to WDOC's Public Disclosure Unit upon request.

Section 9.15 Remedies. In addition to other specified remedial actions, the Secretary of the WDOC or his designee may exercise the following remedial actions should he find GEO substantially failed to satisfy or perform the duties and obligations in this Contract and has failed to cure such deficiencies in accordance with Article VIII. Substantial failure to satisfy the duties and obligations shall be defined to mean

insufficient, incorrect, improper activities or inaction by GEO of a continuing non-corrected nature, or of such a gross and blatant disregard as to require such severe action by the Secretary. These remedial actions are as follows:

- 9.15.1 Reducing the per diem rate per offender per day by 10% from the monthly invoices. The reduction under this subsection shall be in addition to any other reduction to the per diem rate allowed by this Contract including, but not limited to Sections 4.01 and 4.03. The WDOC shall not exercise this remedy unless the WDOC has first exercised all other applicable remedies, with the exception of termination, and, after a reasonable period of time, GEO has still failed to correct the area of non-compliance. Upon correction of the non-compliance, the per diem rate reduction shall cease.
- 9.15.2 Request the removal from work on the Contract of employee(s) of GEO or employees of any subcontractor whom the Secretary or designee justifies as being incompetent, careless, insubordinate, unsuitable or otherwise unacceptable, or whose continued employment on the Contract he deems to be contrary to the public interest or not in the best interest of Washington;
- 9.15.3 Deny payment for those services or obligations which have not been performed and which due to circumstances caused by GEO cannot be performed or if performed would be of no value to Washington. Denial of the amount of payment must be reasonably related to the amount of work or performance lost to Washington;
- 9.15.4 Terminate the contract immediately without the required notice and without compensation for termination costs.

The WDOC may exercise any of the foregoing remedies in accordance with this Contract on a consecutive basis but shall not exercise two or more remedies concurrently.

Section 9.16 No Third Party Benefit. This Contract shall benefit and burden the parties hereto in accordance with its terms and conditions and is not intended, and shall not be deemed or construed, to confer any rights, powers, benefits or privileges on any person or entity other than the parties to this Contract. This Contract is not intended to create any rights, liberty interests, or entitlements in favor of any WDOC Offender. The Contract is intended only to set forth the contractual rights and responsibilities of the Contract parties. WDOC Offenders shall have only those entitlements created by Federal or Washington constitutions, statutes, regulations or case law.

Section 9.17 Survival of Certain Contract Terms. Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this Contract and any appendixes or attachments hereto which may require continued performance or compliance beyond the termination date of the Contract shall survive such termination date and shall be enforceable by the WDOC as provided herein in the event of such a failure to perform or comply by GEO.

Section 9.18 Counterparts. This Contract is executed in duplicate originals and each shall be deemed an original copy of the Contract signed by each party, for all purposes.

Article X

PREA – CUSTODIAL AND SEXUAL MISCONDUCT

Section 10.1 Compliance

10.1.1 The Contractor agrees to ensure that all of the contractor's employees, vendors, and volunteers (hereinafter Contractor) that have contact with Department of Corrections (DOC) offenders comply with all federal and state laws regarding sexual misconduct including, but not limited to:

- 10.1.1.1 The Prison Rape Elimination Act of 2003 (PREA);
- 10.1.1.2 The standards for adult Prisons and Jails or Community Confinement Facilities, whichever is applicable, as promulgated by the US Attorney, and
- 10.1.1.3. Zero tolerance toward all forms of sexual abuse and sexual harassment.

Section 10.2 Monitoring

10.2.1 Contractor agrees to provide to the Department documented compliance with the Federal PREA standards, and to allow the Department to monitor their facility's compliance.

10.2.2 Monitoring may include, but is not limited to:

- 10.2.2.1 Site visits,
- 10.2.2.2 Access to facility data, and
- 10.2.2.3 Review of applicable documentation.

Section 10.3 The Department may terminate this Contract:

- 10.3.1 Should the Contractor fail to provide documentation which demonstrates that the Contractor is actively and effectively working toward and is making substantive progress toward achieving compliance, or
- 10.3.2 Should Contractor fail to maintain PREA compliance between auditing periods, after being given a reasonable opportunity to cure.


Section 10.4 The Department will terminate this Contract:

- 10.4.1 Should Contractor elect to discontinue pursuit of PREA compliance, or
- 10.4.2 Should Contractor be found in noncompliance through a PREA Audit and fail to cure such noncompliance within the identified time-frames, or
- 10.4.3 Should Contractor be found to be in egregious violation of PREA.

IN WITNESS WHEREOF, intending to be legally bound, the parties have caused their authorized representative to execute this Contract, consisting of thirty-nine pages and four appendixes.

THE GEO GROUP, INCORPORATED

STATE OF WASHINGTON
DEPARTMENT OF CORRECTIONS




(Signature)
Amber Martin

(Printed Name)
Vice President, Contracts

(Title)
5-13-15

(Date)



(Signature)
Gary Banning

(Printed Name)
Contracts Administrator

(Title)
5/13/15

(Date)

Approved as to form only:
WA Assistant Attorney General