

## Table of Contents

<b>PART I - SECTION A</b>	
<b>Solicitation Standard Form 33 .....</b>	<b>Pg 1</b>
<b>PART I - SECTION B</b>	
<b>Supplies or Services .....</b>	<b>Pg 2</b>
<b>PART I - SECTION C</b>	
<b>Description/Specifications for Contractor-Owned, Contractor-Operated Detention Facility in the Denver Metropolitan Area .....</b>	<b>Pg 12</b>
<b>PART I - SECTION D</b>	
<b>Packaging and Marking .....</b>	<b>Pg 35</b>
<b>PART I - SECTION E</b>	
<b>Inspection and Acceptance .....</b>	<b>Pg 36</b>
<b>PART I - SECTION F</b>	
<b>Deliveries of Performance .....</b>	<b>Pg 37</b>
<b>PART I - SECTION G</b>	
<b>Contract Administration Data .....</b>	<b>Pg 39</b>
<b>PART I - SECTION H</b>	
<b>Special Contract Requirements .....</b>	<b>Pg 42</b>
<b>PART II - SECTION I</b>	
<b>Contract Clauses .....</b>	<b>Pg 78</b>
<b>PART III - SECTION J</b>	
<b>List of Documents, Exhibits and Other Attachments .....</b>	<b>Pg 92</b>
<b>PART IV - SECTION K</b>	
<b>Representations, Certifications and Other Statements of Offerors .....</b>	<b>Pg 93</b>
<b>PART IV - SECTION L</b>	
<b>Instructions, Conditions and Notices to Offerors .....</b>	<b>Pg 99</b>
<b>PART IV - SECTION M</b>	
<b>Evaluation Factors for Award .....</b>	<b>Pg 116</b>

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF PAGES 1   126	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER HSCEDM-11-R-00002	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER
7. ISSUED BY ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room 3104 Laguna Niguel CA 92677		8. ADDRESS OFFER TO (If other than Item 7) ICE/DM/DC-LAGUNA			

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

**SOLICITATION**

9. Sealed offers in original and 6 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in SEE SECTION L until 1300 PS local time 05/02/2011  
(Hour) (Date)

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

<b>10. FOR INFORMATION CALL:</b>	A. NAME Al Kidd	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS Al.Kidd@dhs.gov
		AREA CODE 949	NUMBER 425-7025	EXT.	

**11. TABLE OF CONTENTS**

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM	1	<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	78
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT	12	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	92
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING	35	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	36	<input checked="" type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	93
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	37	<input checked="" type="checkbox"/>	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	99
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA	39	<input checked="" type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	116
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	42				

**OFFER (Must be fully completed by offeror)**

**NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.**

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 120 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232.8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
---	----------------------	----------------------	----------------------	-------------------

14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
----------------------------------	------	----------	--	--	--

15B. TELEPHONE NUMBER	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
AREA CODE NUMBER EXT.	<input type="checkbox"/>		

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

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) ( ) <input type="checkbox"/> 41 U.S.C. 253 (c) ( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print) Roberta J. Halls		27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.  
AUTHORIZED FOR LOCAL REPRODUCTION  
Previous edition is unusable

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
HSCEDM-11-R-00002

PAGE 2 OF 126

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	FOB: Destination				
	Base Period (9/01/2011 - 8-31-2013)				
0001	Contractor Owned Contractor Operated Detention Management Facility in accordance with the Statment of Ojectives and Section H of the RFP. Offeror shall provide fully burdened bed day rates only. Unit of Issue DA is equivalent to bed-day. Product/Service Code: S206 Product/Service Description: GUARD SERVICES				
0001A	Bed Day Rate For Minimum Quantity - The Governments minimum quantity to be ordered via task order is 300 beds per day multiplied by 365 days multiplied by 2 years plus 1 day for leap year in February 2012 for a total of 219,001. Product/Service Code: S206 Product/Service Description: GUARD SERVICES	219001	DA		
0001B	Bed Day Rate In Excess Of Minimum Quantity - The Government may order an additional quantity estimated to be 225 beds (301 to 525 beds) per day multiplied by 365 days multiplied by 2 years plus 1 day for leap year in 2012 for a total of 164251. Product/Service Code: S206 Product/Service Description: GUARD SERVICES	164251	DA		
0002	TRANSPORTATION SERVICES IN ACCORDANCE WITH THE PERFORMANCE WORK STATEMENT Product/Service Code: S206 Product/Service Description: GUARD SERVICES				
0002A	Labor Hours for Transportation Services Estimated quantity is based on fully burdened labor hours. Unit of issue of HR is equivalent to hour. Product/Service Code: S206 Product/Service Description: GUARD SERVICES	64000	HR		
0002B	Mileage Rate (40 and above passenger vehicles) Estimated quantity based on a fully burdened rate inclusive of the mileage rate in accordance with GSA Federal Travel Regulation, equipment, maintenance and fuel cost. Unit of Issue DH is equivalent to Mile. Product/Service Code: S206 Product/Service Description: GUARD SERVICES Continued ...	30000	DH		

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
HSCEDM-11-R-00002

PAGE 3 OF 126

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0002C	Mileage Rate (less than 40 passenger vehicles) Estimated quantity based on a fully burdened rate inclusive of the mileage rate in accordance with GSA Federal Travel Regulation, equipment, maintenance and fuel cost. Unit of Issue DH is equivalent to Mile. Product/Service Code: S206 Product/Service Description: GUARD SERVICES	130000	DH		
0003	Remote Custody These estimated hours are for detainee medical trips/visits and associated waiting time for detention officers only. Product/Service Code: S206 Product/Service Description: GUARD SERVICES	4000	HR		
0004	Stipend for Detainee Work Program - Reimbursement for this line item will be at actual cost of \$1.00 per day per detainee. The contractor shall not exceed the quantity shown without prior approval by the Contracting Officer. Product/Service Code: S206 Product/Service Description: GUARD SERVICES	76650	DA		
0005	OPTIONAL LINE ITEM FOR MEDICAL SERVICES in accordance with the medical Statement of Work (SOW), attachment 12. The Government has the unilateral option to exercise this line item at the time of contract award. The estimated quantity is based on each detainee receiving care outside the normal intake procedures. Product/Service Code: Q201 Product/Service Description: GENERAL HEALTH CARE SERVICES  Option Period 1 (9/01/13 - 8/31/15)	52000	EA		
1001	Contractor Owned Contractor Operated Detention Management Facility in accordance with the Statment of Ojectives and Section H of the RFP. Offeror shall provide fully burdened bed day rates only. Unit of Issue DA is equivalent to bed-day. (Option Line Item) 09/01/2013 Product/Service Code: S206 Product/Service Description: GUARD SERVICES				
1001A	Bed Day Rate For Minimum Quantity - The Continued ...	219000	DA		

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
HSCEDM-11-R-00002

PAGE 4 OF 126

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1001B	<p>Governments minimum quantity to be ordered via task order is 300 beds per day multiplied by 365 days multiplied by 2 years for a total of 219,000. (Option Line Item) 09/01/2013 Product/Service Code: S206 Product/Service Description: GUARD SERVICES</p> <p>Bed Day Rate In Excess Of Minimum Quantity - The Government may order an additional quantity estimated to be 225 beds (301 to 525 beds) per day multiplied by 365 days multiplied by 2 years for a total of 164250. (Option Line Item) 09/01/2013 Product/Service Code: S206 Product/Service Description: GUARD SERVICES</p>	164250	DA		
1002	<p>TRANSPORTATION SERVICES IN ACCORDANCE WITH THE PERFORMANCE WORK STATEMENT. (Option Line Item) 09/01/2013 Product/Service Code: S206 Product/Service Description: GUARD SERVICES</p>				
1002A	<p>Labor Hours for Transportation Services Estimated quantity is based on fully burdened labor hours. Unit of issue of HR is equivalent to hour. (Option Line Item) 09/01/2013 Product/Service Code: S206 Product/Service Description: GUARD SERVICES</p>	64000	HR		
1002B	<p>Mileage Rate (40 and above passenger vehicles) Estimated quantity based on a fully burdened rate inclusive of the mileage rate in accordance with GSA Federal Travel Regulation, equipment, maintenance and fuel cost. Unit of Issue DH is equivalent to Mile. (Option Line Item) 09/01/2013 Product/Service Code: S206 Product/Service Description: GUARD SERVICES</p>	30000	DH		
1002C	<p>Mileage Rate (less than 40 passenger vehicles) Estimated quantity based on a fully burdened rate inclusive of the mileage rate in accordance with GSA Federal Travel Regulation, equipment, maintenance and fuel cost. Unit of Issue DH is Continued ...</p>	130000	DH		

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
HSCEDM-11-R-00002

PAGE 5 OF 126

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1003	equivalent to Mile. (Option Line Item) 09/01/2013 Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Remote Custody These estimated hours are for detainee medical trips/visits and associated waiting time for detention officers only. (Option Line Item) 09/01/2013 Product/Service Code: S206 Product/Service Description: GUARD SERVICES	4000	HR		
1004	Stipend for Detainee Work Program - Reimbursement for this line item will be at actual cost of \$1.00 per day per detainee. The contractor shall not exceed the quantity shown without prior approval by the Contracting Officer. (Option Line Item) 09/01/2013 Product/Service Code: S206 Product/Service Description: GUARD SERVICES	76650	DA		
1005	OPTIONAL LINE ITEM FOR MEDICAL SERVICES in accordance with the medical Statement of Work (SOW), attachment 12. The Government has the unilateral option to exercise this line item at the time of contract award. The estimated quantity is based on each detainee receiving care outside the normal intake procedures. (Option Line Item) 09/01/2013 Product/Service Code: Q201 Product/Service Description: GENERAL HEALTH CARE SERVICES  Option Period 2 (9/1/15 - 8/31/17)	52000	EA		
2001	Contractor Owned Contractor Operated Detention Management Facility in accordance with the Statment of Ojectives and Section H of the RFP. Offeror shall provide fully burdened bed day rates only. Unit of Issue DA is equivalent to bed-day. (Option Line Item) 09/01/2015 Product/Service Code: S206 Product/Service Description: GUARD SERVICES Continued ...				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
HSCEDM-11-R-00002

PAGE 6 OF 126

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2001A	Bed Day Rate For Minimum Quantity - The Governments minimum quantity to be ordered via task order is 300 beds per day multiplied by 365 days multiplied by 2 years plus 1 day for leap in 2016 for a total of 219,001. (Option Line Item) 09/01/2015 Product/Service Code: S206 Product/Service Description: GUARD SERVICES	219001	DA		
2001B	Bed Day Rate In Excess Of Minimum Quantity - The Government may order an additional quantity estimated to be 225 beds (301 to 525 beds) per day multiplied by 365 days multiplied by 2 years plus 1 day for a total of 164,251. (Option Line Item) 09/01/2015 Product/Service Code: S206 Product/Service Description: GUARD SERVICES	164251	DA		
2002	TRANSPORTATION SERVICES IN ACCORDANCE WITH THE PERFORMANCE WORK STATEMENT. (Option Line Item) 09/01/2015 Product/Service Code: S206 Product/Service Description: GUARD SERVICES				
2002C	Mileage Rate (less than 40 passenger vehicles) Estimated quantity based on a fully burdened rate inclusive of the mileage rate in accordance with GSA Federal Travel Regulation, equipment, maintenance and fuel cost. Unit of Issue DH is equivalent to Mile. (Option Line Item) 09/01/2015 Product/Service Code: S206 Product/Service Description: GUARD SERVICES	130000	DH		
2002B	Mileage Rate (40 and above passenger vehicles) Estimated quantity based on a fully burdened rate inclusive of the mileage rate in accordance with GSA Federal Travel Regulation, equipment, maintenance and fuel cost. Unit of Issue DH is equivalent to Mile. (Option Line Item) 09/01/2015 Product/Service Code: S206 Product/Service Description: GUARD SERVICES	30000	DH		
	Continued ...				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
HSCEDM-11-R-00002

PAGE 7 OF 126

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2002A	Labor Hours for Transportation Services Estimated quantity is based on fully burdened labor hours. Unit of issue of HR is equivalent to hour. (Option Line Item) 09/01/2015 Product/Service Code: S206 Product/Service Description: GUARD SERVICES	64000	HR		
2003	Remote Custody These estimated hours are for detainee medical trips/visits and associated waiting time for detention officers only. (Option Line Item) 09/01/2015 Product/Service Code: S206 Product/Service Description: GUARD SERVICES	4000	HR		
2004	Stipend for Detainee Work Program - Reimbursement for this line item will be at actual cost of \$1.00 per day per detainee. The contractor shall not exceed the quantity shown without prior approval by the Contracting Officer. (Option Line Item) 09/01/2015 Product/Service Code: S206 Product/Service Description: GUARD SERVICES	76650	DA		
2005	OPTIONAL LINE ITEM FOR MEDICAL SERVICES in accordance with the medical Statement of Work (SOW), attachment 12. The Government has the unilateral option to exercise this line item at the time of contract award. The estimated quantity is based on each detainee receiving care outside the normal intake procedures. (Option Line Item) 09/01/2015 Product/Service Code: Q201 Product/Service Description: GENERAL HEALTH CARE SERVICES  Option Period 3 (9/01/17 - 8/31/19)	52000	EA		
3001	Contractor Owned Contractor Operated Detention Management Facility in accordance with the Statment of Ojectives and Section H of the RFP. Offeror shall provide fully burdened bed day rates only. Unit of Issue DA is equivalent to bed-day. (Option Line Item) Continued ...				



**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
HSCEDM-11-R-00002

PAGE 8 OF 126

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
3001A	09/01/2017 Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Bed Day Rate For Minimum Quantity - The Governments minimum quantity to be ordered via task order is 300 beds per day multiplied by 365 days multiplied by 2 years for a total of 219,000. (Option Line Item)	219000	DA		
3001B	09/01/2017 Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Bed Day Rate In Excess Of Minimum Quantity - The Government may order an additional quantity estimated to be 225 beds (301 to 525 beds) per day multiplied by 365 days multiplied by 2 years for a total of 164,250. (Option Line Item)	164250	DA		
3002	09/01/2017 Product/Service Code: S206 Product/Service Description: GUARD SERVICES  TRANSPORTATION SERVICES IN ACCORDANCE WITH THE PERFORMANCE WORK STATEMENT. (Option Line Item)				
3002C	09/01/2017 Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Mileage Rate (less than 40 passenger vehicles) Estimated quantity based on a fully burdened rate inclusive of the mileage rate in accordance with GSA Federal Travel Regulation, equipment, maintenance and fuel cost. Unit of Issue DH is equivalent to Mile. (Option Line Item)	130000	DH		
3002A	09/01/2017 Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Labor Hours for Transportation Services Estimated quantity is based on fully burdened labor hours. Unit of issue of HR is equivalent to hour. (Option Line Item)	64000	HR		
	Continued ...				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
HSCEDM-11-R-00002

PAGE 9 OF 126

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
3002B	Mileage Rate (40 and above passenger vehicles) Estimated quantity based on a fully burdened rate inclusive of the mileage rate in accordance with GSA Federal Travel Regulation, equipment, maintenance and fuel cost. Unit of Issue DH is equivalent to Mile. (Option Line Item) 09/01/2017 Product/Service Code: S206 Product/Service Description: GUARD SERVICES	30000	DH		
3003	Remote Custody These estimated hours are for detainee medical trips/visits and associated waiting time for detention officers only. (Option Line Item) 09/01/2017 Product/Service Code: S206 Product/Service Description: GUARD SERVICES	4000	HR		
3004	Stipend for Detainee Work Program - Reimbursement for this line item will be at actual cost of \$1.00 per day per detainee. The contractor shall not exceed the quantity shown without prior approval by the Contracting Officer. (Option Line Item) 09/01/2017 Product/Service Code: S206 Product/Service Description: GUARD SERVICES	76650	DA		
3005	OPTIONAL LINE ITEM FOR MEDICAL SERVICES in accordance with the medical Statement of Work (SOW), attachment 12. The Government has the unilateral option to exercise this line item at the time of contract award. The estimated quantity is based on each detainee receiving care outside the normal intake procedures. (Option Line Item) 09/01/2017 Product/Service Code: Q201 Product/Service Description: GENERAL HEALTH CARE SERVICES  Option Period 4 (9/01/19 - 8/31/21)	52000	EA		
4001	Contractor Owned Contractor Operated Detention Management Facility in accordance with the Statment of Ojectives and Section H of the RFP. Offeror shall provide fully burdened bed day rates only. Unit of Issue DA is equivalent to Continued ...				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
HSCEDM-11-R-00002

PAGE OF  
10 126

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
4001A	bed-day. (Option Line Item) 09/01/2019 Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Bed Day Rate For Minimum Quantity - The Governments minimum quantity to be ordered via task order is 300 beds per day multiplied by 365 days multiplied by 2 years plus 1 day for leap in 2020 for a total of 219,001.	219001	DA		
4001B	(Option Line Item) 09/01/2015 Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Bed Day Rate In Excess Of Minimum Quantity - The Government may order an additional quantity estimated to be 225 beds (301 to 525 beds) per day multiplied by 365 days multiplied by 2 years plus 1 day for a total of 164,251.	164251	DA		
4002	TRANSPORTATION SERVICES IN ACCORDANCE WITH THE PERFORMANCE WORK STATEMENT. (Option Line Item) 09/01/2019 Product/Service Code: S206 Product/Service Description: GUARD SERVICES				
4002A	Labor Hours for Transportation Services Estimated quantity is based on fully burdened labor hours. Unit of issue of HR is equivalent to hour. (Option Line Item) 09/01/2019 Product/Service Code: S206 Product/Service Description: GUARD SERVICES	64000	HR		
4002B	Mileage Rate (40 and above passenger vehicles) Estimated quantity based on a fully burdened rate inclusive of the mileage rate in accordance with GSA Federal Travel Regulation, equipment, maintenance and fuel cost. Unit of Issue DH is equivalent to Mile. (Option Line Item) 09/01/2019 Continued ...	30000	DH		

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
HSCEDM-11-R-00002

PAGE 11 OF 126

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
4002C	Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Mileage Rate (less than 40 passenger vehicles) Estimated quantity based on a fully burdened rate inclusive of the mileage rate in accordance with GSA Federal Travel Regulation, equipment, maintenance and fuel cost. Unit of Issue DH is equivalent to Mile. (Option Line Item) 09/01/2019 Product/Service Code: S206 Product/Service Description: GUARD SERVICES	130000	DH		
4003	Remote Custody These estimated hours are for detainee medical trips/visits and associated waiting time for detention officers only. (Option Line Item) 09/01/2019 Product/Service Code: S206 Product/Service Description: GUARD SERVICES	4000	HR		
4004	Stipend for Detainee Work Program - Reimbursement for this line item will be at actual cost of \$1.00 per day per detainee. The contractor shall not exceed the quantity shown without prior approval by the Contracting Officer. (Option Line Item) 09/01/2019 Product/Service Code: S206 Product/Service Description: GUARD SERVICES	76650	DA		
4005	OPTIONAL LINE ITEM FOR MEDICAL SERVICES in accordance with the medical Statement of Work (SOW), attachment 12. The Government has the unilateral option to exercise this line item at the time of contract award. The estimated quantity is based on each detainee receiving care outside the normal intake procedures. (Option Line Item) 09/01/2019 Product/Service Code: Q201 Product/Service Description: GENERAL HEALTH CARE SERVICES	52000	EA		

## **SECTION C – DESCRIPTION/SPECIFICATIONS FOR CONTRACTOR-OWNED, CONTRACTOR-OPERATED DETENTION FACILITY IN THE DENVER METROPOLITAN AREA**

### **I. INTRODUCTION**

#### **A. Background**

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

#### **B. Mission**

The mission of the Enforcement and Removal Operations (ERO) Program is the planning, management, and direction of broad programs relating to the supervision, detention, and removal 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, ERO is responsible for carrying out all orders for the required departure of detainees handed down in removal proceedings, or prior thereto, and arranging for detention of detainees when such detention becomes necessary.

#### **C. Statement of Objectives (SOO)**

The Statement of Objectives (SOO) (Attachment 3) is for performance-based services and applies to designated ICE solicitations and contracts for detention, transportation, food services and optional medical services at the Contractor-Owned and Contractor-Operated Facility. This SOO sets forth the contract objectives and other relevant information that applies to solicitations and contracts that incorporate this SOO.

#### **D. Performance Work Statement (PWS)**

The solicitation requires Offerors to propose a PWS that both complies with ICE operational and legal requirements and specifically correlates with the Offeror's proposed solution. Accordingly, the final PWS will become a part of the resultant contract.

**PWS to be prepared by offeror and inserted at time of contract award.**

#### **Contract Objectives**

1. A fully controlled, secured, safe, and supervised facility for DHS ICE detainees in accordance with information and guidelines contained in this RFP.
2. The staffing of fully trained, knowledgeable and responsive detention officers (armed and 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.
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.

### **Specific Objectives**

#### **Emergency Plans**

1. The facility will have in place contingency plans to quickly and effectively respond to any emergency situations that arise and to minimize their severity.
2. Staff will be trained at least annually in emergency preparedness and implementation of the facility's emergency plans.
3. An evacuation plan will be in place in the event of a fire or other major emergency, and the plan will be locally approved in accordance with this Detention Standard and updated at least annually.
4. Events, staff responses, and command-related decisions during and immediately after emergency situations will be accurately recorded and documented.
5. Plans will include procedures for handling detainees with special needs during an emergency or evacuation.
6. The applicable content and procedures in this standard will be communicated in a language or other manner that the detainee can understand.

#### **Environmental Health and Safety**

1. Facility cleanliness and sanitation will be maintained at the highest level.
2. Compliance with all applicable safety and sanitation laws will be ensured by documented internal and external inspections and corrective action when indicated.
3. Compliance with all applicable fire safety codes and fire safety performance requirements for the facility furnishings will be ensured.
4. Flammable, poisonous, toxic, and caustic materials will be controlled and used in a safe manner.
5. Compliance with fire prevention regulations, inspection requirements, and practices, including periodic fire drills, will ensure the safety of detainees, staff, and visitors.
6. Staff will be trained and knowledgeable about procedures and responsibilities during emergency situations, including those that require evacuation, in accordance with a written plan and at least annual training.
7. The facility will have a plan for immediate release of detainees from locked areas and provisions for a back-up system.
8. A sufficient number of properly positioned emergency exits that are clear from obstruction will be distinctly and permanently marked.
9. Preventive maintenance and regular inspections will be performed to ensure timely emergency repairs or replacement to prevent dangerous and life-threatening situations.
10. Potential disease transfer will be minimized by the proper sanitization of barbering equipment and supplies.

11. Pests and vermin will be controlled and eliminated.
12. Safe potable water will be available throughout the facility.
13. Emergency lighting and life-sustaining equipment will be maintained and periodically tested.
14. Disposal of garbage and hazardous waste will be in compliance with applicable government regulations.
15. The applicable content and information in this standard will be communicated in a language or manner that the detainee can understand.

#### **Transportation (by Land)**

1. The general public, detainees, and staff will be protected from harm when detainees are transported.
2. Vehicles used for transporting detainees will be properly equipped, maintained, and operated.
3. Detainees will be transported in a safe and humane manner, under the supervision of trained and experienced staff.
4. To the extent practicable, reasonable accommodations (e.g. wheelchairs, canes) will be made for detainees with physical disabilities and impairments in accordance with security and safety needs.

#### **Admission and Release**

1. Upon admission, each detainee will be screened to ensure facility safety, security, and good order. Strip searches will only be done when articulable facts supporting the conclusion that reasonable suspicion exists. All facts should be documented on form G1025 (Record of Search).
2. Upon admission, each detainee's personal property and valuables will be checked for contraband, inventoried, receipted, and stored.
3. Each detainee's identification documents will be secured in the detainee's detention file.
4. Upon admission, each detainee will be medically screened to protect the health of the detainee and others in the facility.
5. Upon admission, each detainee will be given an opportunity to shower and be issued clean clothing, bedding, towels, and personal hygiene items.
6. Upon admission, each detainee will undergo screening interviews and complete questionnaires and other forms.
7. Each newly admitted detainee will be kept separated from the general population until classified and then housed accordingly.
8. Each newly admitted detainee will be oriented to the facility through written material on facility policies, rules, prohibited acts, and procedures and, in some facilities, by viewing an orientation video, in a language or manner he or she can understand.

9. Detainees will be released, removed, or transferred from a facility only when ICE/ERO staff have followed specified procedures and completed required forms.
10. The facility will maintain accurate records and documentation on all detainees' admission, orientation, and release.
11. Detainees will be given an opportunity to make a three minute telephone call during admission process. All calls will be logged.
12. The applicable contents and procedures in this Standard will be communicated to the detainee in a language or manner that the detainee can understand.

### **Classification System**

1. The community, staff, contractors, volunteers, and detainees will be protected from harm through a formal classification process for managing and separating detainees by threat risk that is based on verifiable and documented data.
2. Each detainee will be expeditiously classified upon admission to the facility and before being admitted into general population housing.
3. Non-criminal detainees will be protected from harm by assigning detainees housing with persons of similar backgrounds and criminal history.
4. Each detainee's classification will be reviewed at regular intervals, when required by changes in the detainee's behaviour or circumstances, or upon discovery of additional, relevant information.
5. Detainees will be able to appeal their classification levels.
6. The applicable content and procedures in this Standard will be communicated to the detainee in a language or manner that the detainee can understand.

### **Contraband**

1. Contraband will be identified, detected, controlled, and disposed of properly.
2. Detainee personal property that would be considered contraband within the facility will be mailed to a third party or stored until the detainee's release, unless that property is illegal or a threat to safety or security.
3. Contraband that may be evidence in connection with a violation of a criminal statute will be preserved, inventoried, controlled, and stored so as to maintain and document the chain of custody.
4. The applicable content and procedures in this standard will be communicated to the detainee in a language or manner that the detainee can understand.

### **Facility Security and Control**

1. Essential security posts and positions will be staffed with qualified personnel.
2. Facility security and safety will be monitored and coordinated by a secure, well equipped, and continuously staffed control center.
3. The facility's perimeter will ensure that detainees remain within and that public access is denied without proper authorization.



4. Information about routine procedures, emergency situations, and unusual incidents will be continually recorded in permanent post logs and shift reports.
5. Facility safety, security and good order, including the safety, health and well-being of staff and detainees, will be enhanced through ongoing observation, supervision, and personal contact and interaction between staff and detainees.
6. Special security and control measures will consistently be applied to Special Management Unit entrances.

### **Funds and Personal Property**

1. The security, safety and good order of each facility will be maintained through an immediate search of each newly admitted detainee's property.
2. Each detainee's funds, valuables, baggage, and personal property will be inventoried, receipted, stored and safeguarded for the duration of their detention.
3. Each detainee will be informed about what funds and property may be retained in his or her possession and about procedures to report missing or damaged property.
4. The applicable content and procedures in this Standard will be communicated to the detainee in a language or manner that the detainee can understand.

### **Hold Rooms in Detention Facilities**

1. Safety, security, and comfort of detainees temporarily confined in Hold Rooms will be ensured.
2. No detainee will be confined in a Hold Room for more than twelve hours.
3. Males and females will be confined separately.
4. Minor (under 18 will be held apart from adults, except for related adults or legal guardians, provided there are no safety or security concerns with this arrangement. Please note this facility does not house minors.
5. Any detainee with disabilities, including temporary disabilities, will be housed in a manner that provides for his or her safety, comfort and security.
6. Detainees awaiting a medical visit will be seen as promptly as possible.

### **Key and Lock Control**

1. All staff will be trained in the proper care and handling of keys and locks.
2. Keys will be controlled and accounted for.
3. Locks and locking devices will be continually inspected, maintained, and inventoried.
4. Employees will store their firearms in secure gun lockers before entering the facility.

### **Population Counts**

1. Security, safety, and orderly facility operations will be maintained through an ongoing, effective system of population counts every shift and accountability for detainees.

## **Post Orders**

1. Each detention officer will have current written Post Orders that specifically apply to the assigned post, with step-by-step procedures in sufficient detail to guide an officer assigned to that post for the first time.
2. Signed and dated records will be maintained to show that assigned officers acknowledged that they read and understood the Post Orders.
3. Post Orders will be formally reviewed annually and updated as needed.

## **Searches of Detainees**

1. Detainees will live and work in a safe and orderly environment.
2. Contraband will be controlled.
3. Searches of detainees, housing, and work areas will be conducted without unnecessary force and in ways that preserve the dignity of detainees.
4. When body searches are conducted, the least intrusive practicable search method will be employed, as indicated by the type of contraband and the method of suspected introduction or concealment.
5. Pat searches of detainees and metal detector screening will be conducted routinely to control contraband.
6. A strip search will be conducted only when there is reasonable suspicion that contraband may be concealed on the person, or when there is a reasonable suspicion that a good opportunity for concealment has occurred, and when properly authorized by a supervisor.
7. A body cavity search will be conducted by designated health personnel only when authorized by the facility administrator on the basis of reasonable suspicion that contraband may be concealed in or on the detainee's person.
8. "Dry cells" will be used for contraband detection only when there is reasonable suspicion of concealment, with proper authorization, and in accordance with required procedures.
9. Contraband that may be evidence in connection with a violation of a criminal statute will be preserved, inventoried, controlled, and stored so as to maintain and document the chain of custody.
10. Canine units (in facilities that have them) may be used for contraband detection when detainees are not present, but canine use for force, intimidation, control, or searches of detainees is prohibited.
11. The applicable contents and procedures in the applicable ICE detention standard will be communicated to the detainee in a language or manner that the detainee can understand.

## **Sexual Abuse and Assault Prevention and Intervention**

1. Sexual abuse and assault of detainees will be prevented.

2. Detainees will be informed about the facility's sexual abuse or assault prevention and intervention program.
3. Detainees will be screened to identify those likely to be sexual aggressors or sexual victims and will be housed to prevent sexual abuse or assault. Detainees who are considered likely to become victims will be placed in the least restrictive housing that is available and appropriate.
4. All allegations of sexual abuse or assault will be promptly and effectively reported and investigated. Detainees will not be punished for truthfully reporting abuse or signs of abuse observed.
5. If sexual abuse or assault of any detainee occurs, the medical, psychological, safety, and social needs of the victim will be promptly and effectively met.
6. Where possible and feasible, a victim of sexual assault will be referred under appropriate security provisions to a specialized community facility for treatment and gathering of evidence.
7. Assaultants will be confined and disciplined and may be subject to criminal prosecution.
8. Sexual conduct between detainees, staff, volunteers, or contract personnel, regardless of consensual status, is prohibited and subject to administrative, disciplinary, and criminal sanctions.
9. All case records associated with claims of sexual abuse, including incident reports, investigative reports, offender information, case disposition, medical and counselling evaluation findings, and recommendations for post-release treatment and/or counselling will be retained in accordance with an established schedule.
10. For monitoring, evaluating, and assessing the effectiveness of the sexual abuse and assault prevention and intervention program, incidents of sexual abuse and assault will be specifically documented and tracked as specified in this Detention Standard (in addition to standard facility operational and disciplinary documentation of any assault).
11. The applicable content and procedures in this Standard will be communicated to the detainee in a language or manner that the detainee can understand.

### **Special Management Units**

1. Each facility will have Special Management Units (SMU) with an Administrative Segregation section for detainees segregated from the general population for administrative reasons and a Disciplinary Segregation section for detainees segregated from the general population for disciplinary reasons.
2. Detainees housed in the general population, staff, contractors, volunteers, and the local community will be protected from harm by the segregation of certain detainees in SMUs.
3. Any detainee who represents an immediate, significant threat to safety, security or good order will be immediately controlled by staff, for cause, and with supervisory approval, placed in Administrative Segregation.

4. Health care personnel will be immediately informed when a detainee is admitted to an SMU to provide assessment and review as indicated by health care authority protocols.
5. A detainee will be placed in “protective custody” status in Administrative Segregation only when there is documentation that it is warranted and that no reasonable alternatives are available.
6. A detainee will be placed in Disciplinary Segregation only after a finding by a Disciplinary Hearing Panel that the detainee is guilty of a prohibited act or rule violation classified at a “Greatest”, “High”, or “High-Moderate” level, as defined in the Detention Standard on Disciplinary System, Attachment A: Prohibited Acts and Sanctions.
7. The status of detainees in Special Management Units will be reviewed in accordance with required time schedules by supervisory staff and the results of those reviews will be documented.
8. A detainee will remain in Disciplinary Segregation for no more than 60 days for violations associated with a single incident, and his or her status will be reviewed after the first 30 days, and each 30 days thereafter by the facility administrator and the Field Office Director to determine if continued detention in Disciplinary Segregation is still warranted.
9. Detainees in SMUs will be afforded basic living conditions that approximate those provided to the general population, consistent with the safety and security considerations that are inherent in more controlled housing, and in consideration of the purpose for which each detainee is segregated.
10. In general, when a detainee in an SMU is deprived of any usually authorized items or activity, a report of the action is forwarded to the facility administrator for notice and review.
11. Detainees in SMUs will have regular access to supervisory, management, program, and health care staff.
12. Each detainee in an SMU will be offered a minimum of one hour of recreation per day, five days a week, unless documented security or safety considerations dictate otherwise.
13. Detainees in SMUs will be able to write and receive mail and correspondence as they would otherwise be able to do while detained within the general population.
14. Detainees in SMUs will be provided opportunities for general visitation, including legal visitation, unless there are substantial, documented reasons for withholding those privileges.
15. Detainees in SMUs will have access to personal legal materials, law library materials, and legal visits, in accordance with provisions in this Detention Standard.
16. Detainees in SMUs will have access to telephones, in accordance with provisions in this Detention Standard.

17. Detainees in SMUs will have access to programs and services such as commissary, library, religious guidance, and recreation, in accordance with provisions in this Detention Standard.
18. Detailed records will be maintained on the circumstances related to a detainee's confinement to the SMU, through required permanent SMU logs and individual detainee records.
19. The applicable contents and procedures in this Standard will be communicated to the detainee in a language or manner that the detainee can understand.

#### **Staff Detainee Communication**

1. Detainees will have frequent opportunities for informal contact with facility managerial and supervisory staff and with ICE/ERO Field Office staff.
2. Facility managerial and supervisory staff and ICE/ERO Field Office staff will frequently and directly observe facility operations and conditions of confinement.
3. Detainees will be able to submit written questions, requests, and concerns to ICE/ERO staff and receive timely responses.
4. Detainees will be informed about how to directly contact the Department of Homeland Security Office of the Inspector General.
5. Detainee telephone serviceability will be monitored and documented by ICE staff and any problems immediately reported.
6. The applicable content and procedures in this Standard will be communicated to the detainee in a language or manner that the detainee can understand.

#### **Tool Control**

1. Tools, maintenance implements, culinary utensils, medical and dental instruments, equipment, and supplies (particularly syringes, needles, and other sharps) will be maintained on an inventory, continually controlled and accounted for to insure the safe and orderly operation of the facility.

#### **Use of Force and Restraints**

1. Physical force will be used only as a last resort and is restricted to instances of justifiable self-defence, protection of others, protection of property, and prevention of escapes.
2. Facilities will endorse the concept that confrontation avoidance is the recommended method for resolving situations and should always be attempted prior to any calculated use of force.
3. Physical force or restraint devices will not be used as punishment.
4. In circumstances when prior supervisory approval is required, restraints will not be applied without that approval.
5. Four/five-point restraints will be applied only in extreme circumstances and only where other types of restraints have proven ineffective. Advance approval is required, as is prompt notification of and examination by the medical staff. These

- restraints will be continued only in accordance with required procedures and documentation.
6. Intermediate force devices will be used only in circumstances prescribed herein, with required prior approvals.
  7. All weapons and related equipment will be stored securely in designated areas to which only authorized persons have access.
  8. Chemical agents and related security equipment will be inventoried at least monthly to determine their condition and expiration dates.
  9. A written record of routine and emergency distribution of security equipment will be maintained.
  10. An employee will submit a written report no later than the end of his or her shift when force was used on any detainee for any reason, or if any detainee remains in any type of restraints at the end of that shift. This includes discharge of a firearm and use of less lethal devices to control detainees.
  11. Telephonic notification to the Field Office Director (FOD) shall occur as soon as practicable. The FOD will be notified of any use-of-force incident involving an ICE detainee within two business days via an incident report.
  12. Canines will not be used for force, control or intimidation of detainees.
  13. Facilities will adhere to DHS' Use of Deadly Force Policy.
  14. The applicable content and procedures in this Standard will be communicated to the detainee in a language or manner that the detainee can understand.

### **Disciplinary System**

1. Detainees will be informed of facility rules and regulations, prohibited acts, disciplinary sanctions that may be imposed, their rights in the disciplinary system and the procedure for appealing disciplinary findings.
2. The facility will have graduated severity scales of prohibited acts and disciplinary consequences.
3. Where permitted by facility policy, staff will informally settle minor transgressions by mutual consent, whenever possible.
4. Staff who witness a prohibited act that cannot or should not be resolved informally, or have reason to suspect that a detainee has engaged in a prohibited act, will prepare a clear, concise, and complete Incident Report.
5. Each Incident Report will be objectively and impartially investigated and reported, ordinarily by a person of supervisory rank.
6. When appropriate, a serious incident that may constitute a criminal act will be referred to the proper investigative agency, and the administrative investigation will be suspended, pending the outcome of that referral.
7. When appropriate, a serious incident that may constitute a criminal act will be referred to the proper investigative agency, and the administrative investigation will be suspended, pending the outcome of that referral.

8. At each step of the disciplinary and appeal process, the detainee will be advised of his or her rights in a language he or she understands, and translation or interpretation services will be provided as needed.
9. A Unit Disciplinary Committee (UDC) will further investigate and adjudicate the incident and may impose minor sanctions or refer the matter to a higher level disciplinary panel.
10. An Institution Disciplinary Panel (IDP) will conduct formal hearings on Incident Reports referred from UDCs and may impose higher level sanctions for “Greatest” and “High” level prohibited acts.
11. Detainees before the IDP will be afforded a staff representative, upon request, or automatically if the detainee is illiterate, has limited English language skills or otherwise needs special assistance.
12. Actions of the IDP will be reviewed by the facility administrator, who may concur with the findings and sanctions or modify them.
13. At all steps in the disciplinary process, any sanctions imposed will be commensurate with the severity of the committed prohibited act and intended to encourage the detainee to conform with rules and regulations in the future.
14. All steps of the disciplinary process will be done within the required time limits.
15. At all steps of the disciplinary process, accurate and complete records will be maintained. The detainee will receive copies of all reports, exhibits, and other documents considered or generated in the hearing process, except insofar as the disclosure of such documents may pose an imminent threat to the safety and security of the facility staff or other detainees, or if the document or other evidence is otherwise protected from disclosure.
16. If a detainee is found not guilty at any stage of the disciplinary process, the incident records will not be placed or retained in the detainee’s file, even if they are retained elsewhere for statistical or historical purposes.
17. Detainees will be able to appeal disciplinary decisions through a formal grievance system. No detainee will be harassed, disciplined, punished or otherwise retaliated against for filing a complaint or grievance.
18. Detainees shall be afforded the following rights: the right to protection from abuse, the right to freedom from discrimination, the right to pursue a grievance, the right to correspond with persons or organizations and the right to due process.
19. The applicable content and procedures in this standard will be communicated to the detainee in a language or manner that the detainee can understand.

### **Food Service**

1. All detainees will be provided nutritionally balanced diets that are reviewed at least quarterly by food service personnel and at least annually by a qualified nutritionist or dietician.

2. Detainees, staff and others will be protected from harm and facility order will be maintained by the application of sound security practices in all aspects of food service and dining room operations.
3. Detainees, staff, and others will be protected from injury and illness by adequate food service training and the application of sound safety and sanitation practices in all aspects of food service and dining room operations.
4. Dining room facilities and operating procedures will provide sufficient space and time for detainees to eat meals in a relatively relaxed, unregimented atmosphere.
5. Food service facilities and equipment will meet established governmental health and safety codes, as documented by an independent, outside source.
6. Detainees, staff, and others will be protected from health-related harm by advance medical screening and clearance before any detainee is assigned to work in food service operations.
7. Food service areas will be continuously inspected by food service staff and other assigned personnel on schedules determined by the food service administrator and by applicable policy requirements.
8. Stored food goods will be maintained in accordance with required conditions and temperatures.
9. Therapeutic medical diets and supplemental food will be provided as prescribed by appropriate clinicians.
10. Special diets and special ceremonial meals will be provided for detainees whose religious beliefs require the adherence to religious dietary laws.
11. Detainees will receive a religious or special diet free of any personal cost.
12. Food will never be used for reward or punishment.

### **Hunger Strikes**

1. Any detainee who does not eat for 72 hours will be referred to the medical department for evaluation and possible treatment.
2. When medically advisable, a detainee on a hunger strike will be isolated for close supervision, observation, and monitoring.
3. The ICE/ERO Field Office Director (FOD) will be notified when a detainee is on a hunger strike.
4. The detainee's health will be carefully monitored and documented, as will the detainee's intake of foods and liquids.
5. A detainee on a hunger strike will be counselled and advised of the medical risks and will be encouraged to end the hunger strike or accept medical treatment.
6. Involuntary medical treatment will be administered only with the medical, psychiatric, and legal safeguards specified herein.



7. A record of interactions with the striking detainee, provision of food, attempted and successful medical treatment, and communications between the Clinical Medical Authority, Facility Administrator, and ICE/ERO will be established.
8. The information in this detention standard will be communicated in a language or other manner that the detainee can understand.

### **Medical Care**

1. Detainees will have access to a continuum of health care services, including prevention, health education, diagnosis, and treatment.
2. Health care needs will be met in a timely and efficient manner.
3. Newly admitted detainees will be informed, orally and in writing, about how to access health services.
4. Detainees will be able to initiate requests for health services on a daily basis.
5. Detainees will receive timely follow-up to their health care requests.
6. Detainees will have continuity of care from admission to transfer, discharge, or removal, including referral to community-based providers when indicated.
7. A detainee who needs health care beyond facility resources will be transferred in a timely manner to an appropriate facility where care is available. A written list of referral sources, including emergency and routine care, will be maintained as necessary and updated at minimum annually.
8. A transportation system will be available that ensures timely access to health care services that are only available outside the facility, including prioritization of medical need, urgency (such as the use of ambulance instead of standard transportation) and transfer of medical information.
9. A detainee who requires close, chronic or convalescent medical supervision will be treated in accordance with a written plan approved by licensed physician, dentist, or mental health practitioner that includes directions to health care providers and other involved medical personnel.
10. Detainees will have access to specified 24-hour emergency medical, dental, and mental health services.
11. Minimum requirements for medical housing units will be met.
12. Female detainees will undergo pregnancy testing and pregnancy management services.
13. Screening, prevention and control measures will be utilized to assist in prevention and management of infectious and communicable diseases.
14. Bio-hazardous waste will be managed and medical and dental equipment decontaminated in accordance with standard medical practices and in compliance with applicable laws.
15. Detainees with chronic conditions will receive care and treatment for conditions where non-treatment would result in negative outcomes or permanent disability as determined by the clinical medical authority.

16. The facility administrator will develop a plan to ensure that ICE is notified in writing of any detainee whose special medical or mental health needs require special consideration in such matters as housing, transfer, or transportation.
17. Detainees will have access to emergency and specified routine dental care provided under direction and supervision of a licensed dentist.
18. Detainees will be provided health education and wellness information.
19. Each newly admitted detainee, including transfers, will receive a documented medical, dental, and mental health screening upon intake and, within 14 days of arrival, a comprehensive health appraisal by qualified personnel in a private setting as practicable to ensure safety.
20. Detainees with suspected or known mental health concerns will be referred as needed for evaluation, diagnosis, treatment, and stabilization.
21. Mental health crisis intervention services will be identified and available for detainees who experience acute mental health episodes.
22. Restraints for medical or mental health purposes will be authorized only by the facility's clinical medical authority, in accordance with the requirements specified in this Detention Standard.
23. Prior to placement in a non-detention facility or special unit within the facility specifically designated for the care of the severely mentally ill or developmentally disabled, a detainee shall be afforded due process in compliance with applicable laws.
24. Medical and dental orthodontist or prostheses and other aids to impairment are supplied in a timely manner when the health of the detainee would otherwise be adversely affected, as determined by the responsible physician or dentist.
25. Detoxification from alcohol, opiates, hypnotics, other stimulants, and sedatives is done only under medical supervision in accordance with applicable laws.
26. Pharmaceuticals and non-prescription medicines will be secured, stored and inventoried.
27. Prescriptions and medications will be ordered, dispensed, and administered in a timely and sufficient manner as prescribed by a health care professional.
28. Health care services will be administered by the health administrative authority, and clinical decisions will be the sole province of the clinical medical authority.
29. Health care services will be provided by a sufficient number of appropriately trained and qualified personnel, whose duties are governed by thorough and detailed job descriptions and who are verifiable licensed, certified, credentialed, and/or registered in compliance with applicable state and federal requirements.
30. Detention and health care personnel will be trained, initially and annually, to respond to health-related emergency situations within four minutes and in the proper use of emergency medical equipment.
31. Information about each detainee's health status will be treated as confidential, and health records will be maintained in accordance with accepted standards separately.

- from other detainee detention files and be accessible only in accordance with written procedures and applicable laws. Health record files on each detainee will be well organized, available to all practitioners, and properly maintained and safeguarded.
32. Informed consent standards will be observed and adequately documented. Staff will make reasonable efforts to ensure that detainees understand their medical condition and care.
  33. Medical and mental health interviews, screenings, appraisals, examinations, and procedures will be conducted in settings that respect detainees' privacy in accordance with safe and orderly operations of the facility.
  34. Detainees will be provided same sex chaperones as appropriate or as requested.
  35. When a detainee is transferred to another facility, the transferring facility will send a completed medical transfer summary and other medical documentation as appropriate to the receiving facility.
  36. Detainees in Special Management Units will have access to the same health care services as detainees in the general population.
  37. Non-English speaking detainees and/or detainees who are deaf and/or hard at hearing will be provided interpretation/translation services or other assistance as needed for medical care activities.
  38. Detainees with special needs, including physical or developmental disabilities will be evaluated and given the appropriate care and communication their situation requires.

### **Personal Hygiene**

1. Each facility will maintain an inventory of clothing, bedding, linens, towels and personal hygiene items that is sufficient to meet the needs of detainees.
2. Each detainee will have suitable, clean bedding, linens, blankets, and towels.
3. Each detainee will have sufficient clean clothing that is properly fitted, climatically suitable, durable, and presentable.
4. Detainees will be held accountable for clothing, bedding, linens, and towels assigned to them.
5. Detainees, including those with disabilities, will be able to maintain acceptable personal hygiene practices.

### **Suicide Prevention and Intervention**

1. All staff responsible for supervising detainees will be trained, initially during orientation and at least annually, on effective methods of suicide prevention and intervention with detainees.
2. Staff will act to prevent suicides with appropriate sensitivity, supervision, and medical referrals.
3. Any clinically suicidal detainee will receive preventive supervision, treatment, and therapeutic follow-up, in accordance with ICE policy.

4. The information in this standard will be communicated in a language or manner that the detainee can understand.

### **Terminal Illness, Advance Directives, and Death**

1. The continuum of health care services provided detainees will address terminal illness, fatal injury, and advance directives.
2. Each detainee who has a terminal illness or potentially fatal injury will receive medical care consistent with standard medical practices.
3. In the event of a detainee's death, specified officials and the detainee's designated next of kin will be immediately notified.
4. In the event of a detainee's death, required notifications will be made to authorities outside of ICE/ERO (such as the local coroner or medical examiner), and required procedures will be followed regarding such matters as autopsies, death certificates, burials, and the disposition of decedent's property. Established guidelines and applicable laws will be observed in regard to notification of a detainee death while in custody.
5. The medical records of detainees addressed herein will be complete.
6. The information in this standard will be communicated in a language or manner that the detainee can understand.

### **Correspondence and Other Mail**

1. Detainees will be able to correspond with their families, the community, legal representatives, government offices, and consular officials.
2. Detainees will be notified of the facility's rules on correspondence and other mail through the Detainee Handbook, or supplement, which is provided to each detainee upon admittance.
3. The amount and content of correspondence detainees send at their own expense will not be limited except to protect public safety or facility security and order.
4. Indigent detainees will receive a specified postage allowance to maintain community ties and necessary postage for privileged correspondence.
5. Detainees will have access to general interest publications.
6. Incoming and outgoing mail, with the exception of Special Correspondence and Legal Mail, will be opened to inspect for contraband and to intercept cash, checks, and money orders.
7. General correspondence will be read or rejected only to protect the safe, secure and orderly operation of the facility, and detainees will be notified in writing when correspondence is withheld in part or in full.
8. Detainees will be permitted to send Special Correspondence and Legal Mail to a specified class of persons and organizations, and incoming mail from these persons will be opened only in the presence of the detainees (unless waived) to check for contraband (except when contamination is suspected).

9. Incoming and outgoing letters will be held for no more than 24 hours and packages no more than 48 hours before distribution, excluding weekends, holidays, or exceptional circumstances.
10. Detainees in SMUs will have the same correspondence privileges as detainees in the general population.
11. The applicable content and procedures in this Standard will be communicated to the detainee in a language or manner that the detainee can understand.

### **Escorted Trips for Non-Medical Emergencies**

1. Within the constraints of safety and security, selected detainees will be able to visit critically ill members of the immediate family or to attend their funerals, while under constant staff supervision.
2. Safety and security will be primary considerations in planning, approving, and escorting a detainee out of a facility for a non-medical emergency.

### **Marriage Requests**

1. Each marriage request from an ICE/ERO detainee will receive a case-by-case review.
2. Consistency in decisions to approve or deny a marriage request will be achieved by the application of guidelines.
3. Ordinarily, a detainee's request for permission to marry will be granted.

### **Recreation**

1. Detainees will have daily opportunities to participate in leisure-time activities outside their respective cells or rooms.
2. Detainees will have access to exercise opportunities and equipment, including at least one hour daily of physical exercise outside the cell, and outdoors, when practicable.
3. Any detainee housed in a facility that cannot meet minimum standards for indoor and outdoor recreation will be considered for voluntary transfer to a facility that does.
4. Each detainee in an SMU will receive (or be offered) a minimum of one hour of exercise per day, five days a week, unless documented security or safety considerations dictate otherwise.
5. Each citizen volunteer who provides or participates in facility recreational programs will complete an appropriate, documented orientation program and sign an acknowledgement of his or her understanding of the applicable rules and procedures and agreement to comply with them.

### **Religious Practices**

1. Detainees will have opportunities to participate in practices of their religious faith that are deemed essential by that faith, limited only by a documented showing of threat to the safety of persons involved in such activity itself, or disruption of order in the facility.

2. All religions represented in a detainee population will have equal status without discrimination based on any detainee's race, ethnicity, religion, national origin, gender, sexual orientation, or disability.
3. Each facility's religious program will be planned, administered, and coordinated in an organized and orderly manner.
4. Adequate space, equipment and staff (including security and clerical) will be provided for conducting and administering religious programs.
5. Detainees of faiths not directly represented by chaplaincy staff will be assisted in contacting external clergy or religious service providers.
6. Each facility's religious program will be augmented and enhanced by community clergy, contractors, volunteers and groups that provide individual and group assembly religious services and counselling.
7. Detainees in Special Management Units and hospital units will have access to religious programs and services.
8. Special diets will be provided for detainees whose religious beliefs require the adherence to religious dietary laws.
9. The applicable content and procedures in this Standard will be communicated to the detainee in a language or manner that the detainee can understand.

#### **Telephone Access**

1. Detainees will have reasonable and equitable access to reasonably priced telephone services.
2. Detainees with hearing or speech disabilities will have reasonable accommodations to allow for appropriate telephone services.
3. Detainees in Special Management Units will have access to telephones, commensurate with facility security and good order.
4. Detainees will be able to make free calls to the ICE/ERO-provided list of free legal service providers for the purpose of obtaining initial legal representation, to consular officials and to the DHS Office of Inspector General.
5. Telephone access procedures will foster legal access.
6. Telephones will be maintained in proper working order.
7. The applicable contents and procedures in this Standard will be communicated to the detainee in a language or manner that the detainee can understand.

#### **Visitation**

1. Detainees will be able to receive visits from their families, associates, legal representatives, consular officials, and others in the community.
2. Visits between legal representatives and assistants and an individual detainee are confidential and shall not be subject to auditory supervision. Private consultation rooms shall be available for such meetings.

3. Detainees will be advised of their right to contact their consular representatives and receive visits from their consulate officers
4. Detainees will be advised of visiting privileges and procedures as part of the facility's admission and orientation program in a language they can understand.
5. Information about visiting policies and procedures will be readily available to the public.
6. The number of visitors a detainee may receive and the length of visits will be limited only by reasonable constraints of space, scheduling, staff availability, safety, security, and good order. The minimum duration for a visit shall be 30 minutes.
7. Visitors will be required to adequately identify themselves and register to be admitted into a facility, and safety, security and good order will be maintained.
8. A background check will be conducted on all new volunteers prior to their being approved to provide services to detainees.
9. Each new volunteer will complete an appropriate, documented orientation program and sign an acknowledgement of his or her understanding of the applicable rules and procedures and agreement to comply with them.
10. The applicable contents and procedures in this Standard will be communicated to the detainee in a language or manner that the detainee can understand.

### **Voluntary Work Program**

1. Detainees may have opportunities to work and earn money while confined, subject to the number of work opportunities available and within the constraints of safety, security, and good order.
2. Detainees will be able to volunteer for work assignments but otherwise not be required to work, except to do personal housekeeping.
3. Essential operations and services will be enhanced through productivity from detainees.
4. The negative impact of confinement will be reduced through less idleness, improved morale and fewer disciplinary incidents.
5. Detainee working conditions will comply with all applicable federal, state, and local work safety laws and regulations.
6. There will be no discrimination regarding voluntary work program access based on any detainee's race, religion, national origin, gender, sexual orientation, or disability.
7. The applicable contents and procedures in this Standard will be communicated to the detainee in a language or manner that the detainee can understand.

### **Detainee Handbook**

Upon admission a facility, each detainee will be provided the comprehensive written orientation materials in the form of a detainee handbook. The local facility shall provide a detainee handbook supplement, which describes such matters as:

- Grievance Systems

- Services and Programs
  - Medical Care
  - Law Libraries and Legal Materials
  - Correspondence and Other Materials
  - Staff–Detainee Communications
  - Classification Systems
  - Disciplinary Systems
1. Each detainee will verify, by signature and date, receipt of those orientation materials, and that acknowledgement will be maintained in the detainee’s detention file.
  2. The ICE National Detainee Handbook will be provided in English, Spanish, and other languages as determined necessary by the Field Office Director (FOD). Orientation materials will be read to detainees who cannot read, or they will be provided the material via audio or video recordings.
  3. Interpretative services will be provided to detainees who do not speak the languages in which the orientation materials are written.
  4. The information in this standard will be communicated in a language or manner that the detainee can understand.

### **Grievance System**

1. Detainees will be informed about the facility’s informal and formal grievance system in a language or manner he or she understands.
2. Staff and detainees will mutually resolve most complaints and grievances orally and informally in their daily interaction.
3. Detainees will be able to file formal grievances, including medical grievances, and receive written responses, including the basis for the decision, in a timely manner.
4. Detainees will be able to file emergency grievances that involve an immediate threat to their safety or welfare and receive written responses, including the basis for the decision, in a timely manner.
5. Detainees will be able to appeal initial decisions on grievances to at least one higher level of review.
6. Accurate records will be maintained on grievances filed and their resolution.
7. No detainee will be harassed, disciplined, punished, or otherwise retaliated against for filing a complaint or grievance.
8. The applicable contents and procedures in this standard will be communicated in a language or manner that the detainee can understand.

### **Law Libraries and Legal Material**

1. Detainees will have regular access (no less than five hours per week) to law libraries, legal materials and related materials.



2. Detainees will not be forced to forgo recreation time to use the law library and requests for additional time to use the law library shall be accommodated to the extent possible, including accommodations of work schedules when practicable, consistent with the orderly and secure operation of the facility.
3. Detainees will have access to courts and counsel.
4. Detainees will be able to have confidential contact with attorneys and their authorized representatives in person, on the telephone and through correspondence.
5. Detainees will have access to a properly equipped law library, legal materials and equipment to facilitate the preparation of documents as well as photocopying resources.
6. Detainees who are illiterate, non-English-speaking or indigent will receive appropriate special assistance.
7. Detainees in special management units will have access to legal materials on the same basis as the general population.
8. The applicable contents and procedures in this Standard will be communicated to the detainee in a language or manner that the detainee can understand.

#### **Legal Rights Group Presentations**

1. Detainees will have access to available group presentations on United States immigration law and procedures.
2. Persons and organizations requesting to make such group presentations will be able to obtain clear information about how to request such visits and how to conduct them.
3. Facility security and good order will be maintained.
4. Detainees shall not be subject to reprisals, retaliation, or penalties for attending legal rights group presentations.
5. Detainees will be able to communicate and correspond with representatives from the legal groups who make presentations at the facilities.
6. Detainees will have access to information and materials provided by legal groups. Organizations will be permitted to distribute information in response to specific legal inquiries.
7. Foreign nationals will have access to the diplomatic representative of their country of origin.

#### **Detention Files**

1. A Detention File will be maintained on each detainee admitted to the detention facility for more than 24 hours.
2. Each Detention File will include all documents, forms, and other information specified herein.
3. The security of each Detention File and its contents will be maintained.
4. Staff will have access to Detention Files, as needed, for official purposes.

5. Information from a Detention File will be released to an outside third party only with the detainee's signed consent.
6. Release of information on detainees will be in accordance with applicable federal and state regulations.
7. Electronic record-keeping systems and data will be protected from unauthorized access.
8. The facility will maintain files necessary to carry out their responsibilities and will maintain them for a minimum of 18 months for auditing purposes.
9. Inactive, closed Detention Files will be properly archived.

#### **News Media Interviews and Tours**

1. The public and the media will be informed of operations and events within the facility's areas of responsibility.
2. The privacy of detainees and staff will be protected, including the right of a detainee to not be photographed or recorded.

#### **Staff Training**

1. Before assuming duties, each new employee, contractor, or volunteer will be provided an appropriate orientation to the facility and the ICE/ERO National Detention Standards.
2. All part-time staff and contract personnel shall receive formal orientation training appropriate to their assignments. Any part-time, volunteer, or contract personnel working more than twenty hours per week shall receive training appropriate to their position and commensurate with their full-time colleagues.
3. Training for staff, contractors, and volunteers will be provided by instructors who are qualified to conduct such training.
4. Staff and contractors who have minimal detainee contact (such as clerical and other support staff) will receive initial and annual training commensurate with their responsibilities.
5. Professional, support, and health care staff and contractors who have regular or daily contact with detainees, or who have significant responsibility involving detainees, will receive initial and annual training commensurate with their position.
6. Security staff and contractors will receive initial and annual training commensurate with their position.
7. Facility management and supervisory staff and contractors will receive initial and annual training commensurate with their position.
8. Personnel and contractors assigned to any type of emergency response unit or team will receive initial and annual training commensurate with these responsibilities including annual refresher courses or emergency procedures and protocols.
9. Personnel and contractors authorized to use firearms will receive appropriate training before being assigned to a post involving their use and will demonstrate competency in firearms use at least annually.

10. Personnel and contractors authorized to use chemical agents will receive thorough training in their use and in the treatment of individuals exposed to a chemical agent.
11. Security staff and contractors will be trained in self-defense and use-of-force procedures to include confrontation avoidance and emergency protocols.
12. In addition to employment training requirements, employees and contractors will be encouraged to continue their education and professional development through such incentives as salary enhancement, reimbursement of costs, and administrative leave.
13. Initial orientation, initial training, and annual training programs will include information on drug-free workplace requirements and procedures.
14. Initial orientation, initial training, and annual training programs will include information on the facility's written code of ethics.
15. Initial orientation, initial training, and annual training programs will include updates on new issues and procedures and include reviews of the Detainee Handbook and detainee rights.
16. New staff, contractors, and volunteers will acknowledge in writing that they have reviewed facility work rules, ethics, regulations, conditions of employment, and related documents. A copy of the signed acknowledgement will be maintained in each person's personnel file.
17. Training shall be conducted on the requirements of special-needs detainees.

#### **Transfer of Detainees**

1. Decisions to transfer detainees will be made by authorized officials on the basis of complete and accurate case information.
2. The legal representative-of-record will be properly notified when a detainee is transferred, in accordance with sound security practices.
3. The detainee will be properly notified, orally and in writing when he or she is being transferred to another facility in accordance with sound security practices.
4. Transportation and receiving facility staff will have accurate and complete records on each transferred detainee.
5. Transfer of detainees will be accomplished safely and securely, particularly those with special health care concerns including appropriate medical information.
6. Transferred detainees funds, valuables and other personal property will be safeguarded.
7. The applicable content and procedures in this Standard will be communicated to the detainee in a language or manner that the detainee can understand.

## **SECTION D - PACKAGING AND MARKING**

This page was intentionally left blank.

## SECTION E - INSPECTION AND ACCEPTANCE

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

#### 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 will 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 shall respond in writing to the COTR within two (2) working days of notification.

#### E.4 - Quality Assurance Surveillance Plan (QASP)

The Quality Assurance Surveillance Plan (QASP) 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 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 September 1, 2011, for a period of two (2) years with four (4) two-year option periods. Each subsequent Option Period will be fully funded at the time of award of each annual Task Order.

	Period of Performance
Base Period	September 1, 2011 – August 31, 2013
Option I	September 1, 2013 – August 31, 2015
Option II	September 1, 2015 – August 31, 2017
Option III	September 1, 2017 – August 31, 2019
Option IV	September 1, 2019 – August 31, 2021

#### 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 within five working days after the end of the month. 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 - Report Cards on Contractor Performance

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

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.

#### **F.6 – Contractor Evaluating Procedures**

Performance ratings will be input into the Contractor Past Performance Assessment Reporting System (CPARS) as outlined in FAR 42.1502. The CPARS website is located here:

<http://www.cpars.csd.disa.mil/cparsmain.htm>

## **SECTION G - CONTRACT ADMINISTRATION DATA**

### **G-1 - CONTRACT ADMINISTRATION OFFICE**

Department of Homeland Security  
Immigration & Customs Enforcement  
Office of Acquisition Management  
Detention Management - Laguna  
24000 Avila Road, Room 3104  
Laguna Niguel, CA 92677-3401

### **G-2 – CONTRACTING OFFICER’S AUTHORITY**

The Contracting Officer is the only person authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. All modifications and/or changes to this contract must be in writing, signed and approved by 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 price 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 unilateral contract modifications de-obligating unexpended dollar balances considered excess to known contracting requirements.

### **G-3 - CONTRACTING OFFICER’S TECHNICAL REPRESENTATIVE (COTR)**

The Contracting Officer’s Technical Representative (COTR) will be appointed by letter after contract award. The COTR is designated to coordinate the technical aspects of this contract and inspect items/services/invoices furnished hereunder; however, he/she will not be authorized to change any terms and conditions of the resultant contract, including price. The COTR(s) is authorized to certify (but not to reject or deny) invoices for payment in accordance with Item G-4. The authority to reject or deny performance and associated invoice payment is expressly reserved for the Contracting Officer.

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

- Must be consistent with the general scope of work set forth 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 FAR Clause 52.243-1, Changes - Fixed Price (Alt I, APR 1984), 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 FAR Clause 52.243-1, Changes - Fixed Price (Alt I, APR 1984), and considers such change desirable, 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-4 - SUBMISSION OF INVOICES/VOUCHERS FOR PAYMENT OF SERVICES**

ICE will pay for accepted services rendered under this contract. When invoicing on a monthly basis, the Contractor shall include the required information with the actual quantity of services performed (e.g. bed days, mileage, labor hours, etc.) as listed on the individual contract line items in Section B at the agreed contract price. Contract Number and/or Task Order Number shall 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)  
Attn: ICE-ERO-FDN  
P.O. Box 1620  
Williston, VT 05495-1620
- b. By Fax: (802) 288-7658 (include a cover sheet with point of contact and number of pages)
- c. By E-mail: [Invoice.Consolidation@dhs.gov](mailto: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.

Each invoice submitted shall contain the following information:

1. Name and address of the Facility;
2. Invoice date and number;
3. Agreement number, line item number and, if applicable, the Task Order number;
4. Terms of any discount for prompt payment offered;
5. Name, title, and phone number of person to notify in event of defective invoice;
6. Taxpayer Identification Number (TIN).

7. Total number of bed days; total number of miles.
8. Bed day rate;
9. Number of bed days multiplied by the bed day rate;
10. Name of each detainee;
11. Resident's/detainee's A-number;
12. Specific dates of detention for each resident/detainee;
13. An itemized listing of all other charges;

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

If the facility is shut down for causes beyond the control of the Government, the Government will not be liable for payment during that period. Examples of such causes include 1) acts of God; 2) fires; 3) floods; 4) earthquakes; or 5) epidemics. The Government is only liable for payment of detainees that are housed in the facility.

## **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 - NO RIGHT OF REFUSAL**

The contractor **DOES NOT** have the right of refusal and shall take all detainees in ICE facility who are sent to the facility.

### **H-3 - 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 shall monitor progress using agreed-upon performance metrics.

To establish and maintain a congenial line of communication with the Contractor, the Contractor’s Facility Administrator and the COTR shall work together as a team to ensure that required work is accomplished in an efficient and proper manner.

### **H-4 - PLACE OF PERFORMANCE**

The facility shall be located within a 30 mile radius of the DHS/ICE Denver Field Office currently located at 12445 E Caley Ave, Centennial, CO 80111. The facility shall have access to emergency services (medical, fire protection, law enforcement).

### **H-5 - CONSTRAINTS**

The following constraints comprise the statutory, regulatory, policy and operational considerations that will affect the Contractor. The Contractor shall become familiar with all constraints affecting the work to be performed. These constraints may change over time; the Contractor shall 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:

1. Memoranda of Understanding between ICE and individual law enforcement jurisdictions that may apply (copies of applicable MOUs will be provided to the contractor);

2. DHS Management Directive (MD) 11042.1 - Safeguarding Sensitive but Unclassified (For Official Use Only) Information, (<http://www.fas.org/sgp/othergov/dhs-sbu-rev.pdf>);
3. DHS Directive Number 121-01 and Instruction Handbook Number 121-01-007, the Department of Homeland Security Personnel Suitability and Security Program, ([http://dhsconnect.dhs.gov/policies/Instruction%20Supplements/Instruction%20121-01-007%20Personnel%20Suitability%20and%20Security%20Program%20\(Revision%2000\).pdf](http://dhsconnect.dhs.gov/policies/Instruction%20Supplements/Instruction%20121-01-007%20Personnel%20Suitability%20and%20Security%20Program%20(Revision%2000).pdf));
4. Other applicable Executive Orders and Management Directives;
5. Post Orders;
6. General Directives;
7. 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/>;
8. National Commission on Correctional Health Care (NCCHC) Standards for Health Services in Jails (most current edition). A copy is obtainable for purchase through the Internet website <http://www.ncchc.org>.
9. Officer's Handbook M-68, A Guide to Proper Conduct and Relationships with Aliens and the General Public - <http://onlineplus.uscis.dhs.gov/lpbinplus/lpext.dll/Infobase/m68/m68-1?f=templates&fn=document-frame.htm&2.0>;
10. The DHS/ICE PBNDS (Performance Based National Detention Standards) 2008 - A copy of the current version is obtainable on the Internet website: <http://www.ice.gov/partners/dro/PBNDS/index.htm>;
11. All rules and regulations governing usage of firearms, public buildings and grounds;
12. All regulations provided to the Contractor through the COTR;
13. Federal Information Security Management Act (FISMA) of 2002, (<http://csrc.nist.gov/drivers/documents/FISMA-final.pdf>);
14. The Patriot Act of 2001, revised 2010, (<http://www.aclu.org/national-security/text-usa-patriot-act>);
15. The Illegal Immigration Reform and Immigrant Responsibility Act (IIAIRA), P. L. 104-208, ([http://immigration-usa.com/ina\\_96.html](http://immigration-usa.com/ina_96.html));
16. Federal Acquisition Regulation (FAR) (<http://farsite.hill.af.mil/vffara.htm>), and DHS Acquisition Regulation (HSAR), (<http://farsite.hill.af.mil/vfhsara.htm>);
17. Applicable federal, state facility codes, rules, regulations and policies;
18. Applicable federal, state and local labor laws and codes;
19. Applicable federal, state and local firearm laws, regulations and codes;
20. Alignment with external sources (e.g. state and local law enforcement organizations);

21. All applicable environmental requirements, including Executive Orders and Management Directives;
22. Existing lease agreements.
23. DHS Non-Disclosure Agreement Requirements; and
24. Organizational Conflict of Interest Provisions.

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

**H-6 - EXPLANATION OF TERMS/ACRONYMS (See PBNDS 2008 for additional Definitions)**

1. ADMINISTRATIVE CONTRACTING OFFICER: Government employee responsible for contract compliance, contract administration, cost control, property control, and reviewing Contracting Officer's Technical Representative (COTR) assessment of Contractor's performance. Often the same person as the Contracting Officer.
2. ADULT: Any detainee eighteen (18) years of age or older or anyone adjudicated in a criminal court to constitute an adult.
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. ADULT RESIDENTIAL STANDARDS: Focus on the results or outcomes the standards are expected to accomplish. The expected outcomes for each detention standard is stated, rather than assumed, and the prescribed expected practices represent what is to be done to accomplish those expected outcomes.
6. 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.
7. 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 stated requirements.
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. 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 “zip gun,” or 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. 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.
10. CONTRACT DETENTION OFFICERS (CDO): 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.
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 designated and authorized by the Contracting Officer to monitor all technical aspects and assisting in administering the contract.
13. CONTRACTOR: The entity with whom the Government enters into a contract to provide the required services.
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. DELIVERABLE: A work product produced by the Contractor and delivered to the Government.
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. DETAINEE: Any person confined under the auspices and the authority of any Federal agency. Some of whom may have substantial and varied criminal histories.
20. DETAINEE RECORDS: Information concerning the individual’s personal, criminal and medical history, behavior, and activities while in custody, including, but not limited to

detainee personal property receipts, visitors list, photographs, fingerprints, disciplinary infractions, actions taken, grievance reports, medical records, work assignments, program participation, miscellaneous correspondence, etc.

21. ENFORCEMENT AND REMOVAL OPERATIONS (ERO): 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.
22. DIRECTIVE: A document issued by the U.S. Government and signed by the President, Departmental Secretary, or an Assistant Secretary that establishes policy, delegates authority, and assigns responsibilities.
23. 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.
24. ENTRY ON DUTY (EOD): The first day the employee begins performance at a designated duty station on this contract.
25. EXECUTIVE OFFICE OF IMMIGRATION REVIEW (EOIR): An Agency of the Department of Justice.
26. FACILITY: The physical plant and grounds in which the Contractor's services are operated.
27. FACILITY ADMINISTRATOR: The official, regardless of local title (e.g., jail administrator, Facility Director, warden, 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 and NCCHC standards.
28. FLIGHT OPERATIONS UNIT (FOU): The FOU, located in Kansas City, MO, is the principal mass air transportation and deportation coordinating entity within ERO. 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.
29. GOVERNMENT: Refers to the United States Government
30. GRIEVANCE: A written complaint filed by a detainee with the facility administrator concerning personal health/welfare or the operations and services of the facility.
31. ICE HEALTH SERVICES CORPS (IHSC): The primary entity for the planning, management, policy formation, program coordination, direction, and liaison for all health matters pertaining to undocumented migrants in the custody of the U.S. Immigration and Customs Enforcement, DHS.
32. IMMIGRATION AND CUSTOMS ENFORCEMENT (ICE): A law enforcement agency within DHS.
33. INCIDENT REPORT: A written document reporting an event, such as minor disturbances, officer misconduct, any detainee rule infraction, etc.

34. LIFE SAFETY CODE: A manual published by The National Fire Protection Association specifying minimum standards for fire safety necessary in the public interest.
35. MAN-HOUR: Man-hour means productive hours when the required services are performed. Only productive hours can be billed and invoiced.
36. 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.
37. MEDICAL SCREENING: A system of structured observation and/or initial health assessment performed within the first 24 hours to identify newly arrived detainees who could pose a health or safety threat to themselves or others.
38. MILEAGE RATE: A fully burdened rate inclusive of the mileage rate in accordance with the General Service Administration (GSA) Federal Travel Regulation, vehicle equipment, maintenance, and fuel costs.
39. NATIONAL COMMISSION ON CORRECTIONAL HEALTHCARE (NCCHC).
40. NOTICE TO PROCEED (NTP): Written notification from the Government to the Contractor stating the date that the Offeror may begin work, subject to the conditions of the contract.
41. OFFICE OF PROFESSIONAL RESPONSIBILITY, PERSONNEL SECURITY UNIT (OPR-PSU): The ICE office, which implements a component-wide personnel security program.
42. PERFORMANCE BASED NATIONAL DETENTION STANDARDS (PBNDS): Focus on the results or outcomes the standards are expected to accomplish. The expected outcomes for each detention standard is stated, rather than assumed, and the prescribed expected practices represent what is to be done to accomplish those expected outcomes.
43. PERFORMANCE REQUIREMENT SUMMARY (PRS): The PRS communicates what the Government intends to qualitatively inspect. The PRS is based on the ACA Standards for Adult Local Detention Facilities (ALDF), NCCHC, and PBNDSO.
44. PERFORMANCE WORK STATEMENT (PWS): Part of the solicitation which identifies the technical, functional and performance characteristics of the required services. In response to the Government's solicitation, offerors shall propose a Performance Work Statement (PWS) that both complies with ICE operational and legal requirements and specifically correlates with the offeror's proposed solution. Accordingly, the final PWS will become a part of the resultant contract.
45. PERIMETER: The outer portions of a facility, which actually provide for secure confinement of detainees.
46. POLICY: A definite written course or method of action, which guides and determines present and future decisions and actions.
47. 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.

48. 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.
49. QUALITY ASSURANCE: Actions taken by the Government to ensure that the requirements of the contract are met by the Contractor.
50. 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. 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 ERO-mandated quality standards in operating, maintaining, and repairing detention facilities.
51. QUALITY CONTROL: The Contractor's inspection system, which covers all of 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.
52. QUALITY CONTROL PLAN (QCP): A Contractor produced self-inspection plan that describes the internal staffing and procedures that the prospective Contractor will use to meet the quality, quantity, timeliness, responsiveness, customer satisfaction, and other performance standards specified in the contract.
53. 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.
54. 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.
55. SICK CALL: A system through which a detainee reports and receives individualized and appropriate medical services for non-emergency illness or injury.
56. STANDING MEDICAL ORDERS: Written orders, by a physician, to medical personnel for the definitive treatment of identified person, self-limiting conditions and for on-site treatment of emergency conditions.
57. SUITABILITY: Security clearance process for Contractor and all Contractor Employees to determine suitability to work on a Government contract.
58. SUPERVISORY CONTRACT DETENTION OFFICER (SCDO). Supervising Detention Officer.
59. TOUR OF DUTY: No more than 12 hours in any 24-hour period with a minimum of eight (8) hours off between shifts, except as directed by state or local law.

60. TRAINING: An organized, planned, and evaluated activity designed to achieve specific learning objectives and enhance personnel performance. Training may occur on site, at an academy or training center, at an institution of higher learning, professional meetings, or through contract service or closely supervised on-the-job training. Training programs usually include requirements for completion, attendance records, and certification of completion. Meetings of professional associations may be considered training when there is clear evidence of the above elements. All trainers must be certified and certification shall be approved by the COTR. All training shall be conducted in accordance with the PBNDS on Staff Training and ACA and NCCHC Standards on Training and Staff Development.
61. TRANSPORTATION COSTS: All inclusive or burdened rates for transportation of detainees. Cost includes, but is not limited to, labor, overtime outside of standard working hours, 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, airports, and transporting in-between detention facilities (counties, state and federal).
62. TRAVEL COST: Cost inclusive of lodging and meals and incidental expenses (MI&E) for Contract Detention Officers exceeding the standard working hours. Cost is based on actual charges per occurrence, not to exceed the allowable GSA Federal Travel Regulation rates/costs in effect on the dates of travel.
63. UNITED STATES MARSHALS SERVICE (USMS): A law enforcement agency within DOJ.
64. UNITED STATES PUBLIC HEALTH SERVICES (USPHS): An agency of the U.S. Department of Health and Human Services working in conjunction with ICE to provide health services for detainees at some facilities through its ICE Health Services Corps (IHSC).
65. WEAPONS: This includes but is not limited to firearms, ammunition, knives, slappers, billy clubs, electronic defense modules, chemical weapons (mace), and nightsticks.

## **H-7 - BACKGROUND AND SECURITY CLEARANCE PROCEDURES**

### **1. General**

The DHS has determined that performance of the tasks as described in this contract requires that the Contractor, subcontractor(s), vendor(s), etc. (herein known as Contractor) have access to sensitive DHS information, and that the Contractor shall adhere to the following.

### **2. Suitability Determination**

DHS will have and exercise full control over granting, denying, withholding or terminating unescorted Government facility and/or sensitive Government information access for Contractor employees, based upon the results of a background investigation. DHS may, as it deems appropriate, authorize and make a favorable entry on duty (EOD) decision based on preliminary security checks. The favorable EOD decision would allow the employees to commence work temporarily prior to the completion of the full investigation. The granting of a favorable EOD decision shall not be considered as assurance that a full employment suitability authorization will follow as a result thereof.

The granting of a favorable EOD decision or a full employment suitability determination shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by DHS, at any time during the term of the contract. No employee of the Contractor shall be allowed to EOD and/or access sensitive information or systems without a favorable EOD decision or suitability determination by the Office of Professional Responsibility, Personnel Security Unit (OPR-PSU). No employee of the Contractor shall be allowed unescorted access to a Government facility without a favorable EOD decision or suitability determination by the OPR-PSU. Contract employees assigned to the contract not needing access to sensitive DHS information or recurring access to DHS facilities will not be subject to security suitability screening.

### 3. Background Investigations

Contract employees (to include applicants, temporaries, part-time and replacement employees) under the contract, needing access to sensitive information, shall undergo a position sensitivity analysis based on the duties each individual will perform on the contract. The results of the position sensitivity analysis will identify the appropriate background investigation to be conducted. Background investigations will be processed through the Personnel Security Unit. Prospective Contractor employees with adequate security clearances issued by the Defense Industrial Security Clearance Office (DISCO) may not be required to submit complete security packages, as the clearance issued by DISCO may be accepted. Prospective Contractor employees without adequate security clearances issued by DISCO shall submit the following completed forms to the Personnel Security Unit through the COTR, no less than 30 days before the starting date of the contract or 30 days prior to the expected entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor:

- a. Standard Form 85P, "Questionnaire for Public Trust Positions." Form shall be submitted via e-QIP (electronic Questionnaires for Investigation Processing)
- b. FD Form 258, "Fingerprint Card" (2 copies)
- c. Foreign National Relatives or Associates Statement
- d. DHS 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act"
- e. Optional Form 306 Declaration for Federal Employment (applies to Contractors as well)
- f. Authorization for Release of Medical Information

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.

#### 4. Continued Eligibility

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

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

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

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

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

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

#### 5. Employment Eligibility

Each employee working on this contract shall successfully pass the DHS Employment Eligibility Verification (E-Verify) program operated by US Citizenship and Immigration Services to establish work authorization.

The E-Verify system, formerly known as the Basic Pilot/Employment Eligibility Verification Program, is an Internet-based system operated by DHS US Citizenship and Immigration Services to establish work authorization, in partnership with the Social Security Administration (SSA) that allows participating employers to electronically verify the employment eligibility of their newly hired employees. E-Verify represents the best means currently available for employers to verify the work authorization of their employees.

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

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

#### 6. Security Management

The Contractor shall appoint a senior official to act as the Corporate Security Officer. The individual shall 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 DHS operations and to the former Immigration and Naturalization Service operations (FINS). These entities are hereafter referred to as the Department.

#### 7. Information Technology Security Clearance

When sensitive Government information is processed on Department telecommunications and information systems, the Contractor agrees to provide for the administrative control of sensitive data processing, transmissions and stores and to adhere to the procedures governing such data as outlined in DHS MD 11042.1 Safeguarding Sensitive but Unclassified (For Official Use Only) Information and DHS MD 140-01 Information Technology Systems Security and corresponding DHS MD 4300A Sensitive Systems policy and handbook as amended. Contractor personnel must have favorably adjudicated background investigations commensurate with the defined sensitivity level.

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

#### 8. Information Technology Security Training and Oversight

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

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

responsibilities and is intended to promote a consistent understanding of the principles and concepts of telecommunications and IT systems security.

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

## **H-8 - 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 conduct referenced in this document including competency, training, appearance, behavior and integrity. The Contractor shall effect disciplinary or adverse action against employees who disregard those standards.

### **1. 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 upon request. The Contractor shall hold employees accountable for their conduct based on these standards, which are not restricted to, but must include:

- a. Employees shall not display favoritism or preferential treatment to one detainee, or group of detainees, over another.
- b. Employees shall not discuss or disclose information from detainee files or immigration cases, except when necessary in the performance of duties under this contract.
- c. The employee shall 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.
- d. The employee shall not enter into any business relationship with detainees or their families, or associates (e.g., selling, buying, or trading personal property).
- e. 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.
- f. All employees shall be required to immediately report to the Facility Administrator or ICE Supervisor any criminal or non-criminal violation or attempted violation of these standards.
- g. 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.

- h. 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 employed by the Government to perform work under this contract.

## 2. Minimum Personnel Qualification Standards and Key Personnel

### a. Qualification Standards

Each person working on this contract, whether employed by the prime or any subcontractor, shall be a United States citizen. Each person employed by the prime or any subcontractor(s) shall possess a high school diploma or General Education Development (GED) equivalent. Each person employed by the prime or any subcontractor(s) must be granted a favorable employment suitability determination by OPR-PSU. Each employee of the Contractor and of any subcontractor(s) shall 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 upon request. 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: All employees shall be a minimum of 21 years of age. Employees shall have at least one year of general experience that demonstrates the following:

- i. The ability to greet and deal tactfully with the general public;
- ii. Capability of understanding and applying written and verbal orders, rules, and regulations. All personnel shall be literate and interpret printed rules and regulations, detailed written orders, training instructions and materials, and must be able to compose reports;
- iii. Good judgment, alertness, an even temperament, and render satisfactory performance through knowledge of his/her position responsibilities;
- iv. Ability to maintain poise and self-control during situations that involve mental stress, such as fires, explosions, civil disturbances, and building evacuations.

All employees on this contract must maintain current/physical residency in the continental United States and be a U.S. citizen.

### b. Key Personnel

The COTR will provide written approval before any employee is assigned to perform key duties under this contract. The Contractor shall have key personnel employed and on site before the Contractor can begin contract performance. Any subsequent changes to key personnel must meet these criteria and be approved in writing by the COTR. The following are considered key personnel for the contract:

- i. Warden / Facility Administrator. The Facility Administrator shall hold a bachelor's degree from an accredited institution in an appropriate discipline, or significant military or corrections experience of a minimum ten (10) years, and have at least five (5) 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. The official holding this position, even in an acting capacity, shall meet ACA and NCCHC requirements.
- ii. Assistant Warden /Assistant Facility Administrator. The Assistant Facility Administrator shall hold a bachelor's degree from an accredited institution in an appropriate discipline, or have two of the five (5) 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 and NCCHC requirements.
- iii. Chief of Security. The Chief of Security shall have a minimum of five (5) years of experience working in a detention environment and one (1) year of successful experience as a security supervisor. The two of the five 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.
- iv. Quality Assurance Manager. The Quality Assurance Manager shall hold a bachelor's degree from an accredited institution in an appropriate discipline, or have at least three years of related administrative experience, and have knowledge of program objectives, policies, procedures, and requirements for managing a secure detention/correctional facility.
- v. Environment, Health and Safety Officer (EHSO). The EHSO shall hold a bachelor's degree from an institution accredited by an agency recognized by the U.S. Department of Education in an appropriate discipline, or have at least four years of related industry experience, and knowledge of program objective, policies, procedures, and have the background to run an environmentally safe and secure facility. The person in this position shall meet or exceed the requirements set forth by OSHA or ACA.
- vi. Corporate Security Officer. The Corporate Security Officer shall hold a bachelor's degree from an accredited institution 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 shall 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.



- vii. Health Service Administrator: Strong Oral/Written Communication Skills, Competent Interpersonal Skills, Maintains current Cardio Pulmonary Resuscitation (CPR) Certification, Basic Life Support Certification (BLS), Advanced Cardiovascular Life Support (ACLS) Certification.
  - viii. Clinical Director: Bachelors degree in nursing required. Masters degree preferred. Minimum 7 years clinical nursing experience and 3 years nursing management and/or education experience required. Must be board eligible or board certified in family practice, internal medicine, or related medical specialty. Maintain current CPR, BLS, ACLS and Basic Cardiac Life Support (BCLS) Certifications.
3. Health Requirements for All Contract Detention Officers and Supervisory Contract Detention Officers (CDO & Supervisory Contract Detention Officer (SCDO))

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 CDOs who work under this contract shall pass a medical examination (including vision and hearing tests) conducted by a licensed physician within 30 days prior to initial assignment, at no additional cost to the Government.

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. The Medical Record – Report of Medical Examination, Standard Form 88, shall provide evidence of the physical fitness of each CDO. If requested by the COTR, the Contractor shall make medical records of contract employees available for review. The Contractor shall 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 CDO is in full compliance with the following:

- a. CDOs 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.
- b. CDOs are required to have the following: (a) corrected 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 a disqualifying factor. Cases will be reviewed on a case-by-case basis by the COTR.
- c. CDOs 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. Corrected hearing is acceptable. Any disease or condition, which interferes with the ability to hear, may be considered a disqualifying factor. Cases will be reviewed on a case-by-case basis by the COTR.

- d. CDOs shall not have heart, lung, skeletal, or other physical defects that would impair their ability to perform effectively in either normal or emergency situations.
- e. CDOs shall possess unimpaired use of hands, arms, legs, and feet. CDOs shall be able to run when necessary and be capable of handling portable fire extinguishers, building fire hoses, and related equipment.
- f. CDOs shall wear all required equipment or other protective items.
- g. CDOs 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.
- h. 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 shall be required to have a TB Skin Test or appropriate TB Testing completed annually. The Contractor shall accomplish a baseline test on all newly hired employees. Each employee shall have a TB Test Certificate prior to entering on his/her first day of duty. The Contractor shall be responsible for re-testing of employees annually.
- i. The Contractor shall report immediately any changes to (a) through (h) above, in a CDO'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 medical examination that includes a prognosis and diagnosis to determine Fitness for Duty at no cost to the Government.

#### 4. Random Drug Testing

The Contractor shall develop 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.

#### 5. Contraband Program and Inspection

A contraband control program shall be established in accordance with the 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.

#### 6. Removal from Duty

If the COTR or the Contractor receives and confirms disqualifying information concerning a Contractor employee, the Contractor shall, upon notification in writing from the Contracting Officer, 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. A determination of being unfit for duty may be made from, but is not limited to, incidents of delinquency set forth below:

- a. Violation of the Rules and Regulations Governing Detention facilities set forth in the Officer's Handbook M-68, A Guide to Proper Conduct and Relationships with Aliens and the General Public,  
<http://onlineplus.uscis.dhs.gov/lpbinplus/lpext.dll/Infobase/m68/m68-1?f=templates&fn=document-frame.htm&2.0>.
- b. Violation of the Rules and Regulations Governing Public Buildings and Grounds, 41 CFR 101-20.3;
- c. Neglect of duty, including sleeping while on duty, loafing, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during official time, leaving post without relief, and refusing to render assistance or cooperation in upholding the integrity of the security program at the work sites;
- d. Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records;
- e. Theft, vandalism, or any other criminal actions;
- f. Possessing, selling, consuming, or being under the influence of intoxicants, drugs, or substances which produce similar effects;
- g. Unethical or improper use of official authority or credentials;
- h. Unauthorized use of communication equipment or Government property;
- i. Misuse of equipment or weapons;
- j. Violations of security procedures or regulations;
- k. Recurring tardiness;
- l. Possession of alcohol, illegal substances, or contraband while on duty. This includes excessive amounts of prescription or over the counter medication;
- m. Undue fraternization with detainees as determined by the COTR;
- n. Repeated failure to comply with visitor procedures as determined by the COTR;
- o. 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;
- p. Failure to maintain acceptable levels of proficiency or to fulfill training requirements;
- q. Changes in an employee's ability to meet the physical and/or mental health requirements of this contract;
- r. Any Contractor employee who is under investigation by any law enforcement agency shall 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.

#### 7. Tour of Duty Restrictions

The Contractor shall not utilize any Detention Officer to perform duties under this contract for more than 12 hours in any 24-hour period, and shall ensure that such employees have a minimum of eight (8) hours off between shifts. Authorization is required from the COTR 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.

#### 8. Dual Positions

In the event that a SCDO 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 CDO and SCDO simultaneously. The COTR will document and refer to the Contracting Officer the failure of the Contractor to provide necessary personnel to cover positions.

#### 9. Post Orders

The Contractor shall provide current written Post Orders for each officer that specifically applies to the assigned post, with step-by-step procedures in sufficient detail to guide an officer assigned to that post for the first time. The Post Orders shall be submitted to the COTR for approval prior to implementation. Signed and dated records shall be maintained to show that assigned detention officers acknowledged that they read and understood the Post Orders. The contractor shall formally review and update Post Orders annually.

#### 10. Post Relief

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

#### 11. 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.

#### 12. Uniform Requirements

These requirements apply to SCDOs and CDOs who perform work under the contract.

- a. The Contractor shall provide uniforms to its employees. The design and color of the Contractor's uniforms, patches, badges, and other Contractor-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 shall 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, cap, jacket, shoes or boots, 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.

The Contractor shall provide a sample of the proposed uniform and any uniform changes to the COTR. The COTR has the right to approve or disapprove any uniform apparel.

- b. 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:
  - i. A photograph that is at least one inch square that shows the full face and shoulders of the employee and is not more than 30 days old when the Contractor issues the credential.
  - ii. A printed document that contains personal data and description consisting of the employee’s name, sex, birth date, height, weight, hair color and eye color, as well as the date of issuance and signature of the employee.
  - iii. 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.

### 13. Permits and Licenses

- a. Business Permits and Licenses

The Contractor shall obtain all required permits and licenses prior to the start of the performance period. The Contractor shall (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 work site(s) is/are located. Throughout the term of this contract, the Contractor shall maintain current permits/business licenses and make copies available for Government inspection. The Contractor shall comply with all applicable federal, state, and local laws and all applicable Occupational Safety and Health Administration (OSHA) standards.

- b. Licensing of Employees

Before reporting to duty on this contract, the Contractor shall ensure each employee has registration, commissions, permits, and licenses as required by the district, municipality, county, and state in which the work site is located. The Contractor shall

verify all licenses and certifications. If applicable, all Contractor staff shall possess a current license/registration, in the state in which they are practicing.

#### 14. Encroachment

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

#### 15. Work Schedules

The Contractor shall follow the criteria described below when establishing work schedules, contact relief, rest periods, and starting and stopping work.

One week in advance, the Contractor shall prepare SCDO and CDO 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 approved by the COTR. Changes in duty hours shall also be posted on this form in sufficient time to ensure 24-hour advance notice. By noon each day, the Contractor shall provide to ICE the duty roster showing all assignments for the following day.

The Contractor shall maintain an record of arrival and departure (copies of the sign-in sheets or electronic records) 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, and provide the report to the COTR upon request. A Contract Supervisor shall conduct regular post checks to ensure personnel are prepared to be on duty. When a contract employee is not being utilized at a given post, the Contractor, upon the approval of the COTR or ICE Supervisor on Duty, may reassign him/her to another post.

- a. 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 location until the shift is completed and properly relieved as required.
- b. 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 keep a record of arrival and departure from the buildings during security hours, using electronic system or use a form approved by the COTR. 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" on the ICE approved form; all others shall enter "On Duty." The applicable post or position numbers shall also be entered. Each line on the approved form 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 shall 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, shall 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.
- c. 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 the ICE-designee in writing as soon as possible.
  - d. 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.
  - e. Station Work Relief - When the work assignments require that the Contractor's employees do not leave the assigned duty locations until a substitute detention officer has provided relief, this condition shall be explicitly stated on GSA Form 2580, Guard Post Assignment Record, or equivalent forms approved by the COTR. Each duty location shall have a separate GSA Form 2580. The Contractor shall enforce the procedure without exceptions.

## **H-9 - TRAINING**

All training shall be conducted in accordance with the applicable ICE detention standard as may be appropriate on Staff Training, NCCHC and ACA Standards. Contract employees shall not perform duties under this contract until they have successfully completed all required initial training and the COTR receives written certification from the contractor. The Contractor's employees shall satisfactorily complete all required training on schedule and properly perform their duties during the course of the contract period of performance. Employee performance, reports, response to situations, and other duties shall be in accordance with the standards, procedures, and training that apply to the circumstances at hand.

Any remuneration (pay) due Contractor employees in accordance with Department of Labor regulations for any training time is the responsibility of the Contractor. The Contractor shall provide the refresher courses, have an institution acceptable to the COTR provide the training, or provide on-line training. Failure of any employee to complete training successfully shall be sufficient reason to disqualify him or her from duty.

Certified instructors shall conduct all classroom instruction and testing. A state or nationally recognized institution shall certify instructors in basic handgun and shotgun skills for detention officers, 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 fifteen days prior to the training course.

The Contractor shall submit a training forecast and lesson plans to the COTR or ICE designee, on a monthly basis for the ensuing sixty (60) day period. The training forecast shall provide date, time, and location of scheduled training and afford the COTR an observation/evaluation opportunity.

The Contractor shall certify and make the training hour, type of training, date location of training, and name of instructor for each employee available to the COTR upon request.

Please refer to Attachment 5 for a list of minimum training requirements, minimum number of hours per subject, and frequency. The Contractor shall keep abreast of new training requirements. Any changes shall be brought to the attention of and approved by the COTR.

## **H-10 - FACILITY SECURITY AND CONTROL**

The facility shall be fully guarded and controlled. Access and egress points shall be fully secured to ensure that no escapes and unauthorized entries occur. Records and reports shall be maintained and submitted in a timely and accurate manner. Detainee inspections, counts, handling and supervision shall be carried out in a timely, courteous and, if applicable, force-appropriate manner. Contraband shall be secured, controlled, inventoried and timely reported to ICE.

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 or 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. An escape is deemed an egregious violation of any applicable ICE detention standard and subject to an expedited processing of a Contract Discrepancy Report resulting in a deduction.
3. The Contractor shall provide written policies and procedures regarding the actions to be taken in the event of an escape. This document shall 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 be updated as necessary.
4. 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 CO.
5. Corrective actions to prevent future escapes or attempted escapes shall be taken immediately and verbally 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.

Additional Environmental, Health and Safety Requirements. In performance of various activities, the Contractor agrees to provide a safe and healthy working environment, free from undue hazards, and to protect the environment. The Contractor shall assign specific responsibilities for environmental and safety activities and procedures to its staff, as applicable.

The EHSO shall provide to COTR, and OAM HSEE Branch, a written Environment, Safety and Health Plan for review and approval for potential implementation. The Environment, Safety and Health Plan shall be submitted in writing to the COTR and the CO for review within 30 days of contract award and prior to any modifications. This plan shall not be modified without the prior written approval of the COTR. This plan shall be consistent with Federal, DHS, and ICE Environment, Safety and Health requirements.



In performing these activities, the Contractor's management shall retain accountability for its worker, activity, and workplace safety experience that include, but are not limited to the prevention of injury, illness, safety and health violations/deficiencies, and environmental pollution.

### **H-11 - 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 in accordance with (IAW) PBNDS.

### **H-12 - 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 shall be controlled, secured, managed and released or disposed of properly. Storage of all property, equipment and supplies is the responsibility of the contractor IAW PBNDS.

### **H-13 - TRANSPORTATION**

When the Supervisor Detention Deportation Officer (SDDO) or designee 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 is not viewed by any person other than the authorized recipient.

#### Personnel.

The Contractor shall assign, at a minimum, two person teams of transportation officers on a daily basis distributed throughout a 24 hour period seven days a week including weekends and holidays. The SDDO or designee will approve the number of teams assigned to any shift or period of time in order to meet the needs of ICE transportation requirements. The SDDO or designee may pre-determine on a case-by-case basis, per the applicable ICE detention standard 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 required for some transportation routes. In all other cases, a minimum of two officers shall be assigned, as described above.

#### Vehicles.

The Contractor shall furnish vehicles equipped with interior security features in accordance with the applicable ICE detention standard on Transportation (by Land) and the ERO Vehicle Ordering Menu (Attachment 10). 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
- physical separation of detainees from Contract Detention Officers.

Nothing in this contract shall restrict the Contractor from acquiring additional vehicles as deemed necessary by the Contractor at no additional cost to the Government. The Contractor shall not allow employees to use their privately owned vehicles or Government owned vehicles to transport detainees.

The Contractor shall comply with the applicable ICE detention standard on Transportation (by Land) related to the number of hours employees shall operate a vehicle. Overnight lodging resulting from transportation services shall be approved in advance by the SDDO or designee. The Contractor shall transport detainees using the most economical manner; for example, it may be non-economical and inappropriate for four detainees to be transported in a large 48-person vehicle.

#### Transportation to Hospital.

If the detainee is admitted to the hospital, the detainee shall remain in the custody of a contract employee of the same gender. The contract employee shall remain until relieved by another contract employee. 24-hour custody shall be maintained with constant visual observation or physical presence. The detainees shall not use the telephone unless the Contractor receives prior approval from the SDDO or designee. The contract employees shall not fraternize with clinic or hospital staff or with casual visitors to the clinic or 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 SDDO or designee prior to allowing access to the detainee. The Contractor is obligated to relay messages as requested by the detainee to the SDDO or designee. Upon release from the hospital or at the order of the SDDO or designee, the Contractor shall then transport the detainee to the detention site.

#### Communications.

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. For transportation duties only, the Contractor shall utilize Government furnished and installed encrypted radios. The Contractor shall make their vehicles available for installation at the location specified by the Government. Unencrypted radios for other assignments shall be furnished by the Contractor. Upon request, the COTR shall be provided with current status of all vehicles and post assignment employees.

#### Miscellaneous.

Failure of the Contractor to comply fully with the detainee(s) departure as pre-scheduled may result in the Contractor having withholdings deducted for non-performance.

ICE anticipates normal transportation requirements other than hospital visits and local needs consisting of the routes displayed in the table presented below. Trips start at the contractor site. The round-trip mileage numbers are merely estimates; actual mileage distances could differ depending on the actual location of the accepted facility or destination. These proposed routes are subject to change to suit Denver Field Office needs. The SDDO or designee may direct the Contractor to transport detainees to unspecified, miscellaneous locations not listed on the transportation table on the next page.

Routes.

The mileage starting point is from current facility address at 11901 E. 30<sup>th</sup> Ave, Aurora, CO 80010-1525. Denver area transportation includes, but is not limited to the following list.

Route	Destination	Expected Frequency Per Month	Mileage Round Trip	Estimated Number of Detainees
1	Denver County Jail 10500 E. Smith Road Denver, CO 80239	6	3	3
2	Denver City Jail 1351 Cherokee Street Denver, CO 80204	6	26	42
3	Douglas County Jail 4000 Justice Way Castle Rock, CO 80109	6	62	2
4	El Paso Criminal Justice Center 2739 E. Las Vegas Street Colorado Springs, CO 80906	As Required (0-4)	158	10
5	El Paso County (Metro) Jail 210 S. Tejon Street Colorado Springs, CO 80903	As Required (0-4)	144	1
6	Jefferson County Jail 200 Jefferson County Parkway Golden, CO 80401	As Required (0-4)	46	2
7	Park County Jail 1180 Park County Road 16 Fairplay, CO 80440	8	192	7
8	Pueblo County Jail 909 Court Street Pueblo, CO 81003	As Required (0-4)	230	1
9	Teller County Jail 288 County Road 29 Divide, CO 80814	8	206	5
10	Washington County Jail 26861 Highway 34 Akron, CO 80720	As Required (0-4)	230	1
11	Cheyenne ICE Field Office 2120 Capitol Avenue Cheyenne, WY 82001	As Required (0-4)	208	1
12	Arapahoe County Jail 7375 S. Potomac Street Centennial CO 80112	As Required (0-4)	34	4
13	Brush ICE Field Office 515 Industrial Parkway Brush CO 80723	3	180	3

Route	Destination	Expected Frequency Per Month	Mileage Round Trip	Estimated Number of Detainees
14	Adams County Jail 150 N 19th Avenue Brighton CO80601	16	46	4
15	Craig County Jail 466 Tucker Street Craig CO 81625	As Required (0-4)	562	2
16	Larimer County Jail 2405 Midpoint Drive Ft. Collins CO 80525	4	128	2
17	Aurora City Jail 14999 E. Alameda Parkway Aurora CO 80012	8	12	2
18	Weld County Jail 2110 O Street Greeley CO 80631	As Required (0-4)	120	3
19	Ft. Morgan County Jail 400 Warner Street Ft. Morgan CO 80701	As Required (0-4)	164	1
20	Broomfield County Jail 11600 Rich Parkway Broomfield CO 80021	4	42	2
21	Clear Creek County Jail 405 Argentine Street Georgetown CO 80444	As Required (0-4)	112	1
22	Delta County Jail 555 Palmer Street Delta CO 81416	As Required (0-4)	576	1
23	Grand Junction Mesa County Jail 215 Rice Street Grand Junction CO 81502	As Required (0-4)	510	1
24	Boulder County Jail 3200 Import Road Boulder CO 80301	8	64	2
25	ICE Field Office 12445 E. Caley Ave. Centennial , CO 80111	80	30	42
26	Customs & DIA 8500 Pena Blvd Denver, CO 80249	2	32	1
27	DIA / ICE-AIR Signature Gate 5 Denver, CO 80249	9	64	42

## **H-14 - DETAINEE GUARD SERVICES**

The Contractor shall provide stationary guard services as requested by the COTR; including, but not limited to, escorting and guarding detainees to medical or doctor's appointments, hearings, ICE interviews, and any other remote location requested by the SDDO or designee, including hotel watch as necessary. Hotels are sometime used when detainee families with children need to be temporarily housed. A Detention Officer may be required to watch/guard the room. Only qualified CDO personnel employed by the Contractor shall perform such services. The Contractor agrees to augment such practices as may be requested by the COTR or designee to enhance specific requirements for security, detainee monitoring, visitation, and contraband control. Public contact is prohibited unless authorized in advance by the SDDO or designee.

The Contractor shall be authorized one officer for each such remote location, unless at the direction of the SDDO or designee or designated ICE official, additional officers are required.

## **H-15 - MEDICAL SERVICES**

If the optional Medical Services line item is used it shall be in accordance with Attachment 12 Medical Services Statement of Work. If the optional Medical Services line item is not exercised at the time of award, medical services will be provided by the ICE Health Services Corps (IHSC).

**The following paragraphs apply whether or not the optional contract line item for Medical Services is exercised:**

The Contractor shall have a process in place to ensure that their employees solicit detainees for health complaints and deliver complaints in writing to the medical and health care staff in accordance with the applicable ICE detention standard.

The IHSC acts as the agent and final health authority for ICE on all off-site detainee medical and health related matters. The relationship of the IHSC to the detainee equals that of physician to patient. The Contractor shall solicit IHSC 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 IHSC. The IHSC 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 IHSC.

The Contractor shall send requests for pre-approval for non-emergency off-site care to:

Enforcement and Removal Operations  
ICE Health Services Corps (IHSC)  
500 12 St SW, 2<sup>nd</sup> Fl,  
Washington, DC 20536  
Phone: (202) 732-0100, Fax: (202) 732-0095  
<http://www.ice.gov/about/offices/enforcement-removal-operations/ihs/>

The Contractor shall notify all medical providers approved to furnish off-site health care of detainees to submit their bills to:

VA Financial Service Center  
Claims Division

P.O. Box 149345  
Austin, TX 78714  
Phone: (800) 479-0523

The Contractor shall 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.

1. Facility Requirements for Infectious Disease Screening. The Contractor shall ensure that there is adequate space to provide medical intake screening including a tuberculosis (TB) screening chest x-ray within the intake processing area. To prevent the spread of airborne infectious disease or cross contamination of zones within the facility, the HVAC system in the intake screening area shall be constructed to exhaust to the exterior and prevent air exchange between the intake screening area and any other area within the facility.
2. Infectious Disease Screening. To prevent the transmission of TB to the resident population of a detention facility, the Contractor shall provide adequate space to perform TB screening as part of the routine infectious disease screening process. Detainees shall 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 shall be four hours or less. Detainees who are found to be infected, or where there is a possibility that they are infected, shall be assigned to a respiratory isolation unit until treatment or further testing is done and the detainee is no longer infectious.
3. Tele-Radiology Service Provider (ITSP). The Contractor shall provide adequate space for the use of services of the ICE Tele-radiology Health Systems, inclusive of tele-radiology, telepsychiatry, and tele-medicine. The cost of the equipment; maintenance of the equipment; training and credentialing of staff; arrangements for interpretation and administration 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
4. Medical Grievances Mechanism. An administrative mechanism shall be in place at each medical facility whereby detainees can submit grievances regarding health services. The detainee grievance procedure shall be communicated to all detainees upon initial presentation to the medical facility. The mechanism is in accordance with National Commission on Correctional Health Care (NCCHC) Accreditation Standards and the Performance Based National Detention Standards (PBNDS) as appropriate. The Contractor shall report on a quarterly basis the number of grievances received, the reason for the grievance, and an explanation of whether the grievance was resolved.
5. The Contractor shall ensure that detainees have access to onsite medical and mental health care coverage at the facility twenty-four (24) hours per day, seven (7) days per week.
6. The Contractor shall not charge any ICE detainee a fee or co-payment for health services or treatment provided.

7. The Contractor shall ensure access to twenty-four (24) hour emergency medical care and facility emergency evacuation procedures shall be in place. The Contractor shall provide an Automatic External Defibrillator (AED) in the facility.
8. The ICE ERO Field Office Director and IHSC Managed Care shall be notified of all hunger strikes. The Contractor shall provide the number of hunger strikes, evidence of complete documentation of hunger strikes, and any medical treatment required.
9. Detainees who are identified as being “at risk” for suicide shall immediately be referred to the mental health provider or other appropriately trained medical staff member for evaluation. The evaluation will take place within 24 hours. Until this evaluation takes place, security staff shall place the detainee in a secure environment on a constant one-to-one visual observation. In the event of a suicide attempt or a completed suicide, all appropriate ICE and IHSC officials shall be notified through the Contractor’s Healthcare Administrator. The number of suicide attempts/completed suicides shall be reported, as well as documentation of appropriate follow-up/referral.

## **H-16 - DETAINEE SERVICES AND PROGRAMS**

1. Manage and Maintain Commissary
  - a. A commissary shall be operated by the Contractor as a privilege to detainees who shall have the opportunity to purchase from the commissary at least once per week. These items shall not include any items prohibited by the Facility Administrator. The commissary inventory shall be provided to the COTR upon request. The COTR has the final right of approval for all items in the commissary. The Contractor may assess sales tax to the price of items, if state sales tax is applicable.
  - b. Commissary revenues shall be maintained in a separate account and not commingled with any other funds. Any expenditure of funds from the account requires review of the COTR upon his/her request. Any revenues earned in excess of those needed for commissary operations shall be used solely to benefit detainees at the facility. The Contractor shall provide independent auditor certification of the funds to the COTR annually.
  - c. 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 mailed to:

Department of the Treasury  
General Trust Fund  
1500 Pennsylvania Avenue, NW  
Washington, D.C. 20220
  - d. Detainees are permitted to receive funds from outside sources (i.e., from family, friends, bank accounts). Outside funds or those generated from a detainee work program at the facility may be used to pay for products and services from the commissary. Funds shall be maintained in a non-interest bearing account. Upon detainee release, any funds in the detainee’s account shall be immediately returned to the detainee.
2. Manage and Maintain the Detainee Telephone System (DTS)

- a. The Contractor shall provide detainees with reasonable and equitable access to telephones as specified in the applicable ICE detention standard 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.
- b. 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.
- c. Telephone rates shall not exceed the dominant carrier tariff rate and shall conform to all applicable federal, state, and local telephone regulations.
- d. The ICE designated DTS Contractor shall be the exclusive provider of detainee telephones for this facility. This will occur at the expiration of any current contract with a Telecommunications Company. The Contractor shall make all arrangements with the DTS Contractor per the DTS Contract. 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 Contractor shall be responsible for furnishing all inventory and supply of all DTS calling services to the Contractor. The DTS Contractor 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 monitor detainee's phones for service ability, in accordance with ICE police and procedures. The Contractor shall notify DTS and COTR of any inoperable phones.

## **H-17 - PHYSICAL PLANT**

This paragraph applies whether the proposed facility is new construction, expansion, or an existing physical plant unless otherwise specified. The facility operation and maintenance staff 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 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 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) for the area selected
2. The Building Officials and Code Administrators (BOCA) National Building Code (NBC)
3. The International Building Code (IBC)



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.

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.

The facility shall comply with the Seismic Safety of Federal and Federally Assisted or Regulated New Building Construction, Executive Order (E.O.) 12699. The seismic safety requirements as set forth in the 1991 International Conference of Building Officials, the UBC, the 1992 BOCA, NBC, and International Building Code are the minimum standards.

The facility shall comply with the requirements of the Architectural Barriers Act of 1968 as amended (U.S.C. Title 42, Section 4151) and the Rehabilitation Act of 1973 as amended. (U.S.C. Title 29, Sections 791, 793, 794). The standards for facility accessibility by physically handicapped persons as set forth in "Uniform Federal Accessibility Standards" (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
- Coastal Barrier Resources Act
- Coastal Zone Management Act
- Endangered Species Act
- Energy Independence and Security Act (EISA)
- Energy Policy Act (EPACT)
- Executive Order (E.O.) 12699 – Seismic Safety
- E.O. 11988 - Floodplain Management
- E.O. 11990 - Protection of Wetland
- E.O. 12898 - Environmental Justice,
- E.O. 13423 and; o
- Farmland Protection Policy Act
- Fish and Wildlife Coordination Act
- National Environmental Policy Act
- National Historic Preservation Act
- Other applicable laws, regulations and requirements.
- Resources Conservation and Recovery Act
- Wild and Scenic Rivers Act,

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. 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 institution and secure perimeter with at least 1.5 candlepower per square foot in all areas.

The Contractor shall provide no less than 65 parking spaces on-site at the facility exclusively for Government use.

The Contractor shall ensure that video cameras capable of recording and monitoring hallways, exits, and common areas are installed. A qualified individual shall be responsible for monitoring this system inside and outside the building. The Contractor shall maintain the recordable observations and may not release them to anyone, unless approved by the COTR. Records shall be stored in the most compact method. The Contractor shall develop a plan for keeping the recorded materials for the duration of the project period and turn them over to the Government representative for proper disposal upon completion of the contract.

Prior to issuance of the NTP, the Contractor 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. If the facility is existing the as-built drawings shall be furnished to the COTR. 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, or latest version, on a CD-ROM or other electronic memory device, no later than 90 days after issuance of the NTP.

Promptly after the occurrence of any physical damage to the institution (including disturbances,) the Contractor shall report such damage to the COTR. 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 that require Contractor access to Government space, the Contractor shall notify the COTR or ICE designated representative immediately.

#### ICE IT Equipment

ICE will provide and install IT equipment in office spaces for ICE Government personnel only, to include telephones, computer workstations and screens, printers, and fax machines. All infrastructure, cabling, and interfacing equipment shall be provided by the Contractor at time of construction.

The ICE IT system shall be a complete, independent, and physically separate system from the Contractor's IT system. The system shall serve all operational components: ICE, OPLA, and IHSC. EOIR shall have a separate system within EOIR IT space as per the EOIR Design Standards.

#### Communication Equipment

The Contractor shall provide, 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 all other supporting infrastructure and supporting system in compliance with ICE specifications. In order to support this system as well as the other items listed above, the Structured Cable Plant Standard Version 5.x (Attachment 9) or the most current version of this document shall be utilized when building out the facility.

### **H-18 - FIREARMS / BODY ARMOR**

#### 1. Firearms Requirements

- a. The Contractor shall provide new firearms and maintain sufficient firearms and ammunition to equip each armed CDO 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. All firearms shall be licensed by the State. A licensed gunsmith shall certify in writing that all firearms are safe and accurate. Personal firearms shall not be used.
- b. 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 replace service ammunition annually. Firearms shall be carried with the safety on, if applicable, with a round in the chamber.
- c. The Contractor shall obtain and maintain on file appropriate State and municipality permits and weapons permits for each armed contract detention officer and armed supervisor(s). A copy of this permit shall be provided to the COTR at least three (3) working days prior to the anticipated assignment date of any individual and upon request. The Contractor shall ensure that employees have all permits and licenses in their possession at all times while in performance of this Contract.

- d. 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 will approve the proposed safes/vaults prior to usage. Except when issuing or returning ammunition or firearms, each safe/vault shall remain locked at all times. The Contractor shall have the combination of each safe/vault changed at least once every six months or more often if circumstances warrant. Contract supervisors and CDOs shall make accurate receipt and return entries on a Firearms and Equipment Control Register.
- e. The Contractor shall provide a complete listing of licensed firearms by serial numbers and the safe location of each firearm to the COTR prior to beginning performance under this contract and whenever changes are made. These lists shall be kept current through the terms of the contract and posted within each firearms safe/vault.
- f. The Contractor shall provide sufficient ammunition for each armed CDO and armed supervisor(s); they shall be issued at least three (3) full magazines each.
- g. The Contractor shall account for all firearms and ammunition monthly. If any weapons or ammunition are missing from the inventory, the COTR shall be notified immediately.
- h. Detention Officers shall have firearms inspected by a range instructor annually to ensure proper and safe functioning. Documentation of the inspection will be provided to the COTR.
- i. 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. 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).
- j. The Contractor shall certify firearms training to COTR one week prior to performance of duty involving firearms.
- k. The Contractor shall certify firearm proficiency for weapon carrying officers every quarter.
- l. The Contractor shall provide standard police-type OC spray or a collapsible steel baton as an intermediate weapon.

## 2. Body Armor Requirements

- a. The Contractor shall provide Threat Level IIIA body armor to all armed Contract Detention Officers and armed supervisor(s) and certify to the COTR that body armor is Threat Level IIIA prior to issuance. The use of personally owned body armor is not authorized. Body armor shall be worn while on armed duty.
- b. The body armor shall meet all requirements as set forth in the NIJ Standard 0101-03, NIJ Standard 0101-04, and NIJ Standard 100-01. All CDOs required to wear body armor shall have body armor that is custom fitted to the individual.
- c. The Contractor shall procure replacement body armor if the body armor becomes unserviceable, ill-fitting, worn/damaged, or at the expiration of service life.

- d. All armed CDOs 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 CDOs and supervisors are required to wear body armor, they shall be provided opportunities to rehydrate and remove the body armor as necessary.

#### **H-19 - PRICING OF MODIFICATIONS**

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

#### **H-20 - ORDERING ACTIVITY**

Supplies or services to be furnished under this contract shall be ordered by issuance of task orders by a Contracting Officer, ICE, OAQ, Detention Management (DM)-Laguna. One or more task orders will be issued annually. Task orders for the second and all subsequent years are contingent upon the appropriation of funds.

#### **H-21 – INDEMNIFICATION**

1. Responsibility for Government Property

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.

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.

2. 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.

3. 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.

4. Government Liability

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

**H-22 - OVERTIME**

The contractor shall obtain written authorization from the COTR at least 24 hours in advance of any overtime. Emergency overtime can be authorized by the COTR by phone and in writing within 24 hours after event.

## 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(es): <http://farsite.hill.af.mil/vffara.htm> .

### **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 (OCT 2010)**

### **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)**

### **52.203-11 Payments to Influence Certain Federal Transaction (SEP 2007)**

### **52.203-12 Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)**

### **52.203-13 Contractor Code of Business Ethics and Conduct (APR 2010)**

### **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](http://www.dhs.gov/xoig/assets/DHS_OIG_Hotline.pdf)

### **52.203-15 Whistle Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010)**

### **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 (JAN 2011)**

### **52.204-10 Reporting Subcontract Awards (JUL 2010)**

### **52.209-5 Certification Regarding Responsibility Matters (APR 2010)**

### **52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010)**

### **52.209-7 Information Regarding Responsibility Matters (JAN 2011)**

### **52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (JAN 2011)**

### **52.215-2 Audit and Records - Negotiation (OCT 2010)**

### **52.215-8 Order of Precedence - Uniform Contract Format (OCT 1997)**

### **52.215-10 Price Reduction for Defective Cost or Pricing Data (OCT 2010)**

### **52.215-11 Price Reduction for Defective Cost or Pricing Data - Modifications (OCT 2010)**

**52.215-12 Subcontractor Cost or Pricing Data (OCT 2010)**

**52.215-13 Subcontractor Cost or Pricing Data - Modifications (OCT 2010)**

**52.215-14 Integrity of Unit Prices (OCT 2010)**

**52.215-15 Pension Adjustments and Asset Reversions (OCT 2010)**

**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 2010)**

- (a) *Exceptions from certified cost or pricing data.*
- (1) In lieu of submitting certified cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable -
    - (i) *Identification of the law or regulation establishing the price offered.* If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.



(ii) *Information on modifications of contracts or subcontracts for commercial items.*

(A) If --

- (1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and
- (2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include --

- (1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.
- (2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.
- (3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) *Requirements for certified cost or pricing data.* If the contractor is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

- (1) The Contractor shall prepare and submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the

instructions contained in Table 15–2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15–2 are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.

- (2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

#### **52.216-18 Ordering (OCT 1995)**

Contract Award; Last Day of 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 109,500 Bed-Days, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
  - (1) The minimum order applies to the number of Bed-Days ordered per individual Base Period or Option Period.
  - (2) The minimum order stated in this clause does not guarantee the Bed-Day rate at which those Bed-days are ordered. The Bed-Day rate at which these quantities will be billed are in accordance with Section B of the contract.
  - 3) There is no guaranteed minimum per day, per month, or per year.
- (b) *Maximum order.* The Contractor is not obligated to honor --
  - (1) Any order for a single item in excess of 219,000 Bed Days;
  - (2) Any order for a combination of items in excess of 100% of (b) (1) above; or
  - (3) A series of orders from the same ordering office within five days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within five 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 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) 10 years.

**52.219-8 Utilization of Small Business Concerns (JAN 2011)**

**52.219-9 Small Business Subcontracting Plan (JAN 2011)**

**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 (APR 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 2010)**
- 52.222-36 Affirmative Action for Workers with Disabilities (OCT 2010)**
- 52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2010)**
- 52.222-38 Compliance with Veterans Employment Reporting (SEP 2010)**
- 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)**
- 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*

<u>Employee Class</u>	<u>Monetary Wage</u>	<u>Fringe Benefits</u>
Accounting Clerk II (GS-3)	\$12.82	\$3.58
General Clerk (GS-4)	\$14.39	\$4.02
Personnel Assistant II (GS-4)	\$14.39	\$4.02
Personnel Assistant III (GS-5)	\$16.10	\$4.50
Secretary II (GS-5)	\$16.10	\$4.50
Janitor (WG-2)	\$12.01	\$3.36
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)	\$17.95	\$5.02
Detention Officer (GS-6)	\$17.95	\$5.02
Recreation Specialist (GS-7)	\$19.95	\$5.58
Recreation Specialist Supv (GS-9)	\$24.40	\$6.83
Licensed Practical Nurse II (GS-4)	\$14.39	\$4.02

Laborer, Ground Maintenance (WG-3)	\$14.67	\$3.58
Food Service Worker (WG-2)	\$10.90	\$3.05
Cook I (WG-6)	\$12.57	\$3.52
Cook II (WG-8)	\$13.83	\$3.87
Records Clerk (GS-4)	\$14.39	\$4.02
Stock Clerk (WG-4)	\$15.69	\$4.02
Warehouse Specialist (WG-5)	\$14.96	\$4.19

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

**52.222-46 Evaluation of Compensation for Professional Employees (Feb 1993)**

**52.222-50 Combating Trafficking in Persons (FEB 2009)**

**52.222-54 Employment Eligibility Verification (JAN 2009)**

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

**52.223-6 Drug-Free Workplace (MAY 2001)**

**52.223-18 Contractor Policy To Ban Text Messaging While Driving (SEP 2010)**

**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)**

**52.223-18 Contractor Policy to Ban Text Messaging While Driving (SEP 2010)**

**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)**

**52.225-20 Prohibition on Conducting Restricted Business operators in Sudan- Certification (AUG 2009)**

**52.225-25 Prohibition on Engaging in sanctioned Activities Relating to Iran - Certifications (SEP 2010)**

**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 2010)**

**52.232-18 Availability of Funds (APR 1984)**

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

September 30, 2011; September 30, 2011

**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)**
- 52.237-7 Indemnification and Medical Liability Insurance (JAN 1997) (This clause applies only if the Optional Medical Services CLIN is exercised)**
  - (a) \$2 million (per specialty per occurrence), Maximum aggregate amount of \$6 million
- 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 (AUG 1987)**
- 52.244-6 Subcontracts for Commercial Items (DEC 2010)**
- 52.245-1 Government Property (AUG 2010)**
- 52.246-25 Limitation of Liability - Services (FEB 1997)**
- 52.245-9 Use and Charges (AUG 2010)**
- 52.248-1 Value Engineering (OCT 2010)**
- 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 (AUG 2010)**
- 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 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 Administrator
- 2) Assistant Warden /Assistant Facility Administrator
- 3) Chief of Security
- 4) Quality Assurance Manager

- 5) Environment, Health and Safety Officer
- 6) Corporate Security Officer
- 7) Health Service Administrator
- 8) Clinical Director

**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)**

**3052.242-72 Contracting Officer's Technical Representative (DEC 2003)**

**3052.245-70 Government Property Reports (AUG 2008) (Deviation)**

**SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

**DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS ARE ATTACHED AFTER SECTION M OF THE REQUEST FOR PROPOSAL (RFP)**

ATTACHMENT 1	WAGE DETERMINATION NO. 2005-2081, Rev 10, 09/01/2010
ATTACHMENT 2	FACILITY AREA MAP
ATTACHMENT 3	STATEMENT OF OBJECTIVES
ATTACHMENT 4	DELIVERABLES
ATTACHMENT 5	TRAINING REQUIREMENTS
ATTACHMENT 6	GOVERNMENT FURNISHED PROPERTY LIST
ATTACHMENT 7	ICE DETENTION FACILITY DESIGN STANDARD
ATTACHMENT 8	ICE COCO HEALTH SERVICE DESIGN STANDARD
ATTACHMENT 9	ICE STRUCTURED CABLE PLANT STANDARD
ATTACHMENT 10	ERO VEHICLE ORDERING MENU
ATTACHMENT 11	QUALITY ASSURANCE SURVEILLANCE PLAN
ATTACHMENT 12	OPTIONAL LINE ITEM FOR MEDICAL SERVICES STATEMENT OF WORK (SOW)
ATTACHMENT 13	E-QIP INSTRUCTIONS AND FORMS
ATTACHMENT 14	PAST PERFORMANCE QUESTIONNAIRE
ATTACHMENT 15	PAST PERFORMANCE INFORMATION SHEET

**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER  
STATEMENTS OF OFFERORS**

**(This section will be removed upon award but incorporated into the resulting contract by reference)**

**52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (SEP 2007)**

**52.204-5 Women-Owned Business (Other Than Small Business) (MAY 1999)**

**52.204-8 -- Annual Representations and Certifications. (JAN 2011)**

- (a) (1) The North American Industry classification System (NAICS) code for this acquisition is 561210
- (2) The small business size standard is \$35.5 million.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) (1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.
- (2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
- (i) Paragraph (d) applies.
- (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (c) (1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:
- (i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—
- (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
- (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
- (C) The solicitation is for utility services for which rates are set by law or regulation.
- (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
- (iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.
- (iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
- (A) Are not set aside for small business concerns;
- (B) Exceed the simplified acquisition threshold; and

- (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vi) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (vii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (viii) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (ix) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (x) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xi) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xiv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.
- (xv) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvi) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225- 3.
- (A) If the acquisition value is less than \$25,000, the basic provision applies.
- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
- (C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.
- (xvii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-- Certification. This provision applies to all solicitations.

(xix) 52.225-25, Prohibition on Engaging in Sanctioned Activities Relating to Iran— Certification. This provision applies to all solicitations.

(xx) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

\_\_\_ (i) 52.219-22, Small Disadvantaged Business Status.

\_\_\_ (A) Basic.

\_\_\_ (B) Alternate I.

\_\_\_ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

\_\_\_ (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

\_\_\_ (iv) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.

\_\_\_ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

\_\_\_ (vi) 52.223-13, Certification of Toxic Chemical Release Reporting.

\_\_\_ (vii) 52.227-6, Royalty Information.

\_\_\_ (A) Basic.

\_\_\_ (B) Alternate I.

\_\_\_ (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov> . After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change



--	--	--	--

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

**52.209-5 Certification Regarding Responsibility Matters (APR 2010)**

a) (1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

(A) Are  are not  presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have  have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are  are not  presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax

because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has [] has not [], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) “Principal,” for the purposes of this certification, means an officer; director; owner; partner; or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror’s responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) 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 paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**  
**(This section will be removed upon award)**

**52.204-6 Data Universal Numbering System (DUNS) Number (APR 2008)**

**52.215-1 Instructions to Offerors – Competitive Acquisition (JAN 2004)**

**52.216-1 Type of Contract (APR 1984)**

The Government contemplates award of an Indefinite Delivery Indefinite Quantity (IDIQ) with fixed unit pricing.

**52.222-24 Preaward On-Site Equal Opportunity Compliance Review (FEB 99)**

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

**52.233-2 Service of Protest (SEP 2006)**

- (a) Protests, as defined in Section 33.101 of the FAR, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Roberta Halls, Contracting Officer  
ICE/Office of Acquisition Management  
24000 Avila Road, Room 3104  
Laguna Niguel, CA 92677

- (b) The copy of any protest shall be received in the office designated above within one (1) day of filing a protest with the GAO.

**52.237-1 Site Visit (APR 1984)**

**52.252-1 Solicitation Provisions Incorporated By Reference (FEB 1998)**

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil/vffara.htm>

**L.1 - PRE-PROPOSAL CONFERENCE/SITE VISIT**

The Government will conduct a pre-proposal conference on **March 16, 2011** at the Chet Holifield Federal Building, 24000 Avila Road, Laguna Niguel, CA, 92677. Interested parties shall pre-

register via e-mail to [al.kidd@dhs.gov](mailto:al.kidd@dhs.gov). Registration information shall include the company name, names of attendees, telephone, email address and fax number no later than COB, **March 11, 2011**. Each attendee is required to bring identification for entrance into the building. No cellular phones, cameras, video cameras or recording devices will be allowed in the federal building. Detailed instructions will be sent to all registered attendees. Attendance at the pre-proposal conference and site visit are at no cost to the Government.

## **L.2 - PROSPECTIVE OFFERORS' QUESTIONS**

All questions must be in writing and must be received by the Government no later than **March 18, 2011**, via e-mail to [al.kidd@dhs.gov](mailto:al.kidd@dhs.gov). No questions or inquiries will be accepted by telephone and/or during the pre-proposal conference. In order to receive responses to questions, Offerors shall cite the solicitation section, paragraph number, and page number. Answers to questions will be provided to all Offerors, giving due regard to the proper protection of proprietary information. All questions and responses to questions received and addressed will be posted in the Federal Business Opportunity (FedBizOpps) website <http://fbo.gov> as amendments to the solicitation on or about **March 30, 2011**. Interested parties are responsible for monitoring the FedBizOpps website to ensure that they have the most up-to-date information about this acquisition.

In addition, the Government recommends that Offerors ensure the question is written to enable a clear understanding as to the Offeror's issues or concerns with the referenced paragraph. Statements expressing opinions, sentiments, or conjectures not considered valid inquiries or comments for this purpose will NOT receive a response from the Government. Further, Offerors are reminded that the Government will NOT address hypothetical or theoretical questions aimed toward receiving a potential "evaluation" decision from the Government. Proposals and all correspondence relating to the solicitation document shall be submitted to the address listed in Paragraph L.8.1.

## **L.3 - PRE-PROPOSAL PREPARATION INSTRUCTIONS**

It is the intent of the Government, by providing the instructions set forth below, to solicit information that will demonstrate the ability of the Offerors to successfully complete the requirements in the RFP and to permit competitive evaluation of each Offeror's proposal. These instructions are not, however, all-inclusive, and the Offeror shall therefore include in their proposal further discussions that the Offeror believes to be necessary or useful in demonstrating its ability to perform the work and understanding of the Government's requirement on the basis of their proposal.

## **L.4 - FACSIMILE SUBMISSIONS OF PROPOSALS**

Facsimile proposals are **not permitted** and will not be considered if received.

## **L.5 - AMENDMENTS TO OFFEROR'S PROPOSALS**

Changes to the proposal by the Offeror shall be accomplished by amended page(s). Amended page(s) shall be submitted on a different color paper than the original, and any changes from the original page shall be indicated by vertical line, adjacent to the change, on the outside right margin of the page. The Offeror shall include the date of the amendment on the lower right

hand edge of the page. Proposal amendments will be allowed only prior to the due date or upon invitation by the Government after the due date.

#### **L.6 - PROPOSALS NOT SELECTED AND DEBRIEFINGS**

Offerors whose proposals are no longer being considered for award or whose proposals were not selected for award will be so notified. Unsuccessful Offerors may request, in writing, either a pre-award debriefing (FAR 15.505) or a post-award debriefing (FAR 15.506).

#### **L.7 - DISPOSITION OF PROPOSALS**

The Contracting Officer will retain at least one copy of each proposal, successful or unsuccessful, and the remainder will be destroyed. No destruction certification will be furnished to the Offeror.

#### **L.8 - PROPOSAL SUBMISSION**

Proposal packages will be accepted until the time and date established for receipt of proposals. Proposals received after the established time and date will be processed in accordance with FAR 52.215-1. Each proposal shall be submitted in six (6) copies composing of four (4) hard copies marked as "Original Copy" and "Copy-1", "Copy-2", etc. and two (2) electronic copies. Offerors shall submit their proposals in four volumes at no cost to the Government:

**Volume I - Technical and Management Capability**

**Volume II - Past Performance Proposal**

**Volume III - Cost/Price Proposal**

**Volume IV - Medical Services (Optional Contract Line Item) Proposal inclusive of Technical and Management Capability, Past Performance and Cost/Price**

##### **L.8.1 - MARKINGS**

Offerors are encouraged to submit their proposal packages via an overnight express mail service but may use certified, registered, or express mail procedures. Failure to properly address the outer cover could cause an offer to be misdirected and received too late at the required destination. It is important that the outer envelope or wrapping of an offer be addressed as follows:

Al Kidd, Contract Specialist  
U.S. Immigration and Customs Enforcement,  
Office of Acquisition Management  
24000 Avila Road, Suite 3104  
Laguna Niguel, CA 92677

Reference: Solicitation Number **HSCEDM-11-R-00002**

**Closing Date and Time: May 2, 2011 @ 1:00 PM Pacific Time**

Title of Volume (Appropriate Title-see Provision L.9)

##### **L.8.2 - ELECTRONIC COPIES**

In the event the Offeror submits any changes or clarification information, the Offeror shall submit said data in both hard copy and electronically. The electronic versions of proposals shall

be submitted on Compact Disc (CD) or flash drive. Electronic versions of Volumes I, II, III and IV shall be provided in separate files on the media. Files shall be formatted using Microsoft Office Professional software for Windows 2000 or above. Cost/Price proposal spreadsheets shall be presented in Microsoft Excel format. It is the Offeror's responsibility to ensure the electronic copies and hard copies of the proposals contain the same data. In the event of a conflict between the two copies, the hard copies will prevail.

## **L.9 - PROPOSAL FORMAT AND PREPARATION INSTRUCTIONS**

Each volume shall be clearly marked as to the contents. Each proposal shall be placed in a loose-leaf three ring binder and shall include a title page. Lengthy or elaborate proposals are neither required nor encouraged. All information shall be typewritten and submitted in 8-1/2" x 11" format. The font size for proposal text shall be 12 point or larger. The font size for text in tables or captions shall be 10 point or larger. Text in figures or graphs shall be clearly readable. Fold-out charts or tables are allowable when necessary to ensure a readable font size. Offeror's shall note that none of the volumes have a page limitation.

### **VOLUME I - TECHNICAL AND MANAGEMENT CAPABILITY**

The Offeror's Technical and Management Capability proposal shall consist of narrative technical and management plans by which the Offeror demonstrates the knowledge, understanding and technical ability to meet the requirements of the applicable ICE detention standards, the Statement of Objectives (SOO), and Section H of the Request for Proposal (RFP), not including the Medical Services SOO. Since the Offeror's narrative technical proposal will be an important factor in evaluating the Offeror's ability to furnish and perform the required services, it should be as complete and accurate as possible. The proposal shall address, in detail, the resources, technical knowledge of the Government's requirements, and plans for accomplishing the specified requirements. Proposals submitted by the Offeror that merely repeat or offer to provide what the Government requires in accordance with the solicitation will be considered unacceptable and will not be considered further.

The technical proposal consists of Offeror's experience in the following factors and will not contain any cost/pricing information:

Factor 1.1 - Quality Control and Assurance

Factor 1.2 - Approach to Staffing

Factor 1.3 - Transition Plan

Factor 1.4 - Key Personnel

Factor 1.5 - Management Plan

Factor 1.6 - Subcontracting Plan

Factor 1.7 - Transportation Plan

#### **Factor 1.1 - Quality Control and Assurance**

The Offeror shall describe its approach to planning and executing quality control and assurance processes throughout the life of the contract that will fully meet the standards set forth in the RFP and all statutory and regulatory requirements.

### **Factor 1.2 – Approach to Staffing**

The Offeror shall describe their approach to fully staffing the proposed facility, including its management, supervisory, security, and contingency plans. The Offeror shall include a contingency plan should the staffing levels fall below 95 percent. The Offeror shall define how they will acquire and maintain a reserve guard force for temporary or emergency staffing sufficient to meet the requirements of the RFP.

### **Factor 1.3 – Transition Plan**

The offeror shall describe a seamless transition between the Offeror and the predecessor Contractor to ensure minimal disruption to vital Contractor services and Government activities. The Offeror shall provide a contract transition plan which shall address the Offeror's proposed timeframes to ensure a contract start date of June 01, 2011. The transition plan shall address the following areas: recruitment, training of new and incumbent employees, licenses and permits, insurance and priority of staffing the facility.

### **Factor 1.4 – Key Personnel**

A minimum of one resume for each key personnel labor category identified in Section H shall be provided and submitted with the Offeror's proposal. However, all labor categories proposed by the contractor must meet the required education, experience, and security clearances stated.

The Contractor's organization chart shall be submitted. The organizational chart shall show all positions that will be assigned to each area, accompanied by position description and responsibilities. Lines of supervision per shift shall be clearly defined.

### **Factor 1.5 - Management Plan**

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

- understanding of the ERO Mission Statement and ERO responsibilities;
- understanding of the relevance of the ERO Mission Statement and ERO responsibilities to successful contract performance;
- understanding of how management differs from supervision in the context of the ERO Mission Statement and ERO responsibilities;
- an explanation of how the Offeror specifically plans to help ERO achieve the ERO Mission Statement and ERO responsibilities;
- performance measures and incentives or disincentives that demonstrate an understanding of the ERO Mission Statement and ERO responsibilities; and
- commitment of the Offeror to the success of achieving the ERO Mission Statement and ERO responsibilities as demonstrated by the extent to which the Offeror will realistically put its profits at risk through the meaningful incentives and disincentives proposed.

### **Factor 1.6 - Subcontracting Plan**

The offeror shall submit a subcontracting plan in compliance with FAR 19.704.

### **Factor 1.7 – Transportation Plan:**

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



- written comprehensive transportation plan (including staff, vehicles, and rationale for the number of miles proposed);
- an explanation of how the Offeror specifically plans to achieve the objective; and
- training of new and incumbent employees; licenses/permits; insurance and vehicles.

The following chart represents the current routes, officers and estimated number of detainees.

**HISTORY**

Mileage starting point is from current facility location: 11901 E. 30<sup>th</sup> Ave, Aurora, CO 80010-1525.

Route	Destination	Expected Frequency Per Month	Mileage Round Trip	Estimated Number of Detainees	Number of Officers
1	Denver County Jail 10500 E. Smith Road Denver, CO 80239	6	3	3	2
2	Denver City Jail 1351 Cherokee Street Denver, CO 80204	6	26	42	2
3	Douglas County Jail 4000 Justice Way Castle Rock, CO 80109	6	62	2	2
4	El Paso Criminal Justice Center 2739 E. Las Vegas Street Colorado Springs, CO 80906	As Required (0-4)	158	10	2
5	El Paso County (Metro) Jail 210 S. Tejon Street Colorado Springs, CO 80903	As Required (0-4)	144	1	2
6	Jefferson County Jail 200 Jefferson County Parkway Golden, CO 80401	As Required (0-4)	46	2	2
7	Park County Jail 1180 Park County Road 16 Fairplay, CO 80440	8	192	7	2
8	Pueblo County Jail 909 Court Street Pueblo, CO 81003	As Required (0-4)	230	1	2
9	Teller County Jail 288 County Road 29 Divide, CO 80814	8	206	5	2
10	Washington County Jail 26861 Highway 34 Akron, CO 80720	As Required (0-4)	230	1	2
11	Cheyenne ICE Field Office 2120 Capitol Avenue Cheyenne, WY 82001	As Required (0-4)	208	1	2

Route	Destination	Expected Frequency Per Month	Mileage Round Trip	Estimated Number of Detainees	Number of Officers
12	Arapahoe County Jail 7375 S. Potomac Street Centennial CO 80112	As Required (0-4)	34	4	2
13	Brush ICE Field Office 515 Industrial Parkway Brush CO 80723	3	180	3	2
14	Adams County Jail 150 N 19th Avenue Brighton CO80601	16	46	4	2
15	Craig County Jail 466 Tucker Street Craig CO 81625	As Required (0-4)	562	2	2
16	Larimer County Jail 2405 Midpoint Drive Ft. Collins CO 80525	4	128	2	2
17	Aurora City Jail 14999 E. Alameda Parkway Aurora CO 80012	8	12	2	2
18	Weld County Jail 2110 O Street Greeley CO 80631	As Required (0-4)	120	3	2
19	Ft. Morgan County Jail 400 Warner Street Ft. Morgan CO 80701	As Required (0-4)	164	1	2
20	Broomfield County Jail 11600 Rich Parkway Broomfield CO 80021	4	42	2	2
21	Clear Creek County Jail 405 Argentine Street Georgetown CO 80444	As Required (0-4)	112	1	2
22	Delta County Jail 555 Palmer Street Delta CO 81416	As Required (0-4)	576	1	2
23	Grand Junction Mesa County Jail 215 Rice Street Grand Junction CO 81502	As Required (0-4)	510	1	2
24	Boulder County Jail 3200 Import Road Boulder CO 80301	8	64	2	2
25	ICE Field Office 12445 E. Caley Ave. Centennial , CO 80111	80	30	42	2

Route	Destination	Expected Frequency Per Month	Mileage Round Trip	Estimated Number of Detainees	Number of Officers
26	Customs & DIA 8500 Pena Blvd Denver, CO 80249	2	32	1	2
27	DIA / ICE-AIR Signature Gate 5 Denver, CO 80249	9	64	42	3

### 3-Year History

- Average of 14 Transportation Officers on Staff
  - Male Officers 8
  - Female Officers 6
- Average of 7 Vehicles In Motor Pool
  - 2 each - 6 Passenger Vans
  - 1 each - 65 Passenger Bus
  - 1 each - 44 Passenger Bus
  - 2 each - 20 Passenger Air Porters
  - 1 each - 4 Passenger Small Van
- Average of 137,000 miles driven a year
- Average of 1680 trips a year
- Average of 9,600 detainees moved a year

Note: Per Department of Transportation rules, drivers can drive a maximum of only 10 hours a day

### **VOLUME II – PAST PERFORMANCE**

The offeror shall submit a Past Performance Volume containing the following:

1. Table of Contents
  2. Summary Page describing the role of the offeror and each subcontractor, teaming partner, or joint venture.
  3. Past Performance Information Sheets in accordance with Attachment 15 - See paragraph b. below. Submit no more than 5 past performance contacts.
  4. Consent Letters executed by each subcontractor, teaming partner, and/or joint venture partner, authorizing the release of past performance information to the prime so the offeror can respond to such information.
- a. Past and Present Performance Information Sheets.

Submit information on contracts you consider most relevant in demonstrating your ability to perform the proposed effort. Contracts listed may include those entered into by the

Federal Government, agencies of State and local Governments and commercial customers. Offerors that are newly formed entities without prior contracts shall list contracts and subcontracts for all proposed key personnel.

- b. The Offeror shall submit Performance Information Sheets in accordance with the format contained in Attachment 15. This information is required on the Offeror and subcontractors, teaming partners, and/or joint venture partners proposed to perform. Each relevant contract shall have been performed during the **past three (3) years from the date of issuance of this solicitation** and have a performance period of at least one (1) year. The Government will use data provided by each offeror in this volume and data obtained from other sources in the evaluation of past and present performance.
- c. Relevant Contracts.

Submit information on contracts that you consider relevant in demonstrating your ability to perform the proposed effort. Include rationale supporting your assertion of relevance. For a description of the characteristics or aspects the Government will consider in determining relevance, see Section M.2.1, Factor 2. Note that the Government generally will not consider performance on an effort that concluded more than 3 years prior to the issuance date of this solicitation. Offerors are required to explain what aspects of the contracts are deemed relevant to the proposed effort, and to what aspects of the proposed effort they relate.
- d. Specific Content.

Offerors shall include a discussion of efforts accomplished by the offeror to resolve problems, including major disturbances, escapes and/or strikes, encountered on prior contracts as well as past efforts to identify and manage program risk. The offeror is required to clearly demonstrate management actions employed in overcoming problems and the effects of those actions, in terms of improvements achieved or problems rectified.
- e. Questionnaires.

The Government requests the offeror send out Present/Past Performance Questionnaires to each of the Points of Contact (POCs) identified in the Past Performance Volume in sufficient time for submission to the Contracting Office by the due date for receipt of proposals. The completed Past Performance Questionnaire shall not be submitted with the Contractor's proposal but shall be emailed or faxed directly to Al Kidd at (949) 425-7025 or [al.kidd@dhs.gov](mailto:al.kidd@dhs.gov) from the contractor's references.
- f. If the Offeror has no past performance, the Offeror shall submit a certification indicating the Offeror has no past performance. The certification shall be in a separately sealed envelope clearly marked with the solicitation number and accompanied with the RFP volumes.

**Note: Past Performance shall be submitted in Volume II for evaluation by the Past Performance Evaluation Committee. Past Performance Information for the Medical Services Optional Contract Line Item shall be included in Volume IV.**

**Offerors are reminded that Volume I – Technical and Management Capability Proposal and Volume II-Past Performance shall NOT contain any cost/pricing data.**

## VOLUME III– COST/PRICE PROPOSAL

### a. Cost/Price Proposal Submission

The price proposal shall contain sufficient information to permit a detailed evaluation. The Offeror shall submit proposed **fully burdened rates** for all line items (including the Medical Services optional line item) listed in Schedule B of the solicitation unless otherwise specified in Section B. The calculation of the fully burden rates must be based on the GSA rate for mileage and the Department of Labor (DOL) Wage Determination (Section J-Attachment 1). **All prices to be incurred for providing these services shall be contained in the proposed prices.** The burden of proof for credibility of the proposed prices rests with the Offeror. There will be no other separately priced items.

The price proposal volume shall be organized as follows:

1. Standard Form 33 Cover Sheet with blocks 12 through 18 completed.
2. Section B of the solicitation with all price data completed. Provide a detailed price breakdown for:
  - (a) Detention Management(in accordance with the RFP);
  - (b) Transportation /Trips (in accordance with the RFP); and
  - (c) Remote Custody (in accordance with the RFP).

The price breakdown must include direct costs (e.g. materials, equipment, labor, etc.) indirect costs or overhead, general and administrative, and profit, which may be helpful in the understanding and evaluation of proposed prices.

### b. Explanation of Pricing

This section of the Offeror’s proposal is designed to provide a narrative discussion or explanation of all prices and “Other Than Pricing” issues requested. As long as the information contained in the “Explanation of Pricing” is related to the Cost/Price Proposal, the Offeror should feel free to provide as much narrative discussion as it feels is needed to ensure a proper understanding of the Cost/Price Proposal. The explanation of pricing is a critical part of the evaluation process and Offerors shall provide, at a minimum, a comprehensive explanation of the following:

1. Direct Labor Hour estimation and projection (man hours, staffing numbers per shift, roving guards, replacement staff, position descriptions, and hourly pay rate for direct productive labor hours only);
2. A brief discussion of company policies and procedures as they relate to overhead, profit, G&A, overtime, 2<sup>nd</sup> and 3<sup>rd</sup> shift compensation differentials, per diem, etc.;
3. Fringe benefits; and
4. Subcontract information.

The Offeror’s burdened rate will form the basis for future negotiations as additional posts, Full Time Equivalents (FTEs), and transportation routes are added during the life of the contract. The Offeror’s burdened rate during the life of the contract should be clearly explained in the Explanation of Pricing.

c. Direct Labor

Direct Labor is an integral part of the prices proposed for the performance of this contract. As such, the Government requires that the Contractor Offeror present staffing matrices that reflect the Full-Time Equivalent (FTEs), hours, and the rates proposed for the personnel for the assigned positions reflected on the DOL Wage Determination (Section J-Attachment 1) that will be assigned to the performance of the contract.

Proposed labor rates will be compared to the DOL Wage Determinations and the Independent Government Cost Estimate (IGCE) as part of the evaluation. The Offeror should use rates that represent realistic expectations of the rates that will be paid under the resultant contract.

Below is a sample of a wage breakdown table which lists the minimum information required for the burden labor rates:

<b>Labor Classification Title</b>	<b>Base Rate</b>	<b>Fringe</b>	<b>Total Wage</b>	<b>Payroll Taxes Insert Rate Below</b>	<b>Overhead or G&amp;A Insert Rate Below</b>	<b>Profit Insert Rate Below</b>	<b>Fully Burdened Wage Rate</b>
<b>Payroll Taxes</b>	<b>Percent</b>						
FICA	%						
FUTA	%						
SUTA	%						
Workers Comp	%						
<b>Overhead</b>	%						
<b>Profit</b>	%						

d. Financial Capability

Provide a narrative discussion of available financial resources for staff, personnel, equipment, and supplies to support the proposed contract. Include the Offeror's certified financial statements, certified by an independent public accountant for the current year and one previous year. The Government prefers audited statements but will accept reviewed or compiled statements.

The Offeror shall provide:

1. Evidence of availability of working/operating capital that will be used for performance of the resultant contract. Sufficient funds shall be available for the salaries, equipment, equipment maintenance, services, supplies, etc., for a minimum of three (3) months of contract performance (since payments for performance under the resulting contract will be monthly in arrears). Advance payments are not authorized.
2. Letter from your bank or other financial institution stating:
  - a. Number of years business has been conducted with the bank;

- b. Types of open accounts (savings, checking, loans, etc.);
  - c. Any and all commitments, loan guarantees, etc., in effect, the means by which the loans are secured, and if paid as stated in the agreement; and
  - d. Point of contact and telephone number of the bank representative.
3. The Offeror shall submit the most recent copy of their Dun and Bradstreet Comprehensive Report. The Offeror's available financial resources (including potential financial stress) will be reviewed based on the company financial statement and the Dun and Bradstreet Comprehensive Report.

The Offeror shall make arrangements with the financial institutions or other parties for the release of confirming information to the Government. The Government may also contact individuals listed in the proposal by the Offerors in order to obtain information concerning the Offerors' financial condition on referenced contracts.

All financial documentation that relates to the technical and management capability proposal shall be contained in Volume III.

#### **VOLUME IV – MEDICAL SERVICES (OPTIONAL LINE ITEM)**

- a. Technical and Management Capability for Medical Services

The Offeror's Technical and Management Capability proposal for the Medical Services Optional Contract Line Item shall consist of a narrative Healthcare Services, inclusive of Medical, Dental, Mental Health and Clinical Management Plans, that demonstrates the knowledge, understanding, healthcare and clinical capability to meet the requirements of the applicable ICE detention standards and the Optional Line Item for Medical Services Statement of Work (SOW) (Attachment 12). Since the Offeror's narrative Healthcare Services technical proposal will be an important factor in evaluating the Offeror's ability to furnish and perform the required services, it should be as complete and accurate as possible.

The proposal shall address, in detail, the resources, medical, dental, mental health and clinical management knowledge of the Government's requirements, and plans for accomplishing the specified requirements for the optional Medical Services. Proposals submitted by the Offeror that merely repeat or offer to provide what the Government requires in accordance with the solicitation will be considered unacceptable and will not be considered further.

The technical proposal shall consist of Offeror's experience in the following factors and will not contain any cost/pricing information:

- Factor 1.1 - Quality Control and Assurance
- Factor 1.2 - Staffing and Key Personnel
- Factor 1.3 - Approach to Healthcare and Clinical Management
- Factor 1.4 - Approach to Infection Control
- Factor 1.5 - Management Plan
- Factor 1.6 - Program Control

### **Factor 1.1 - Quality Control and Assurance**

The Offeror shall describe its approach to planning and executing quality control and assurance processes throughout the life of the contract that will fully meet the standards set forth in the RFP and all statutory and regulatory requirements.

The Offeror shall describe its approach to performance improvement, including monitoring performance through data collection, analyzing current performance, improving and sustaining improvement of the performance with the final goal being to improve patient outcomes.

### **Factor 1.2 – Staffing and Key Personnel**

The Offeror shall describe its approach to fully staffing the proposed medical facility, including its management, supervisory, security and contingency plans. The Offeror shall include a contingency plan should the staffing levels fall below 95 percent. The Government seeks Offerors whose management infrastructure ensures personnel availability and timely responsiveness to the Government's requirements. At a minimum the Offeror shall include staffing management strategy that incorporates the following features:

- Clearly define procedures for recruiting, training, and processing security clearances. The Offeror should describe the corporate plans, policies and methods of training and promoting the long term professional growth of assigned personnel.
  - Clearly define at what levels and who within the organizational structure can make decisions concerning allocation of personnel resources.
  - Clearly describe how technology is used in their personnel management process. The Offeror shall describe its approach to staffing the facility, including:
    - Management
    - Staffing Model
    - System for verifying credentials/licenses (e.g. National Practitioner Databank for Physicians; the OIG Sanctions List, etc.)
    - Competency Assessment
    - Orientation and Annual Training Program
    - Employee Health Program
    - Certification of Cardiopulmonary Resuscitation
3. A minimum of one (1) resume for each key personnel labor category identified as key personnel (see Section H-8 Personnel, 2 Minimum Personnel Qualification Standards and Key Personnel, B Key Personnel) shall be provided and submitted with the Offeror's proposal. Key Personnel are the Health Service Administrator and Clinical Director. All labor categories set forth in each functional area must meet the required education, knowledge, experience, and security clearances.
  4. The Contractor shall submit a Medical Services organization chart. The Offeror's Medical Services organizational chart shall show all positions that will be assigned to each functional area, accompanied by position description and responsibilities. Lines of



supervision per shift shall be clearly defined.

### **Factor 1.3 – Approach to Healthcare and Clinical Management**

The Government seeks Offerors whose medical management structure ensures efficient and effective performance of the scope of work. At a minimum, the Offeror shall propose a structure that incorporates the following:

- Definition of roles, responsibilities, and decision-making authority. The Offeror's management structure shall clearly define the organizational roles, responsibilities and decision-making authority within each major functional element.
- Definition of reporting requirements. The Offeror's proposal shall identify the types of information that are to be reported within its control structure. This shall include discussion of the types of information and the schedule for reporting. The Offeror shall consider whether the right information is collected to ensure effective monitoring and control of performance; information shall be reported in the appropriate time period so that corrective action is undertaken in a timely manner and information flows to the appropriate personnel within the structure (i.e. Health Services Administrator, Clinical Director).
- The Offeror's management plan shall ensure that decisions, particularly those regarding corrective action for deficient performance, are implemented in a timely manner. The process for implementing decisions and collecting feedback information to measure whether decisions have been implemented and performance altered in line with acceptable standards shall be described.
- The Offeror's management plan shall describe the process of ensuring that daily sick call is conducted.
- The Offeror's management plan shall describe the process and provision of providing emergency care.
- The Offeror's management plan shall describe the process of chronic care visits.
- The Offeror shall describe an emergency preparedness plan including, but not limited to, containment and management of infectious diseases, distribution of infection control guidance and personnel protective equipment to staff and detainees and communicating with the local health department.
- The Offeror shall describe its approach to establishing and maintaining a health/medical record for each detainee.

### **Factor 1.4 – Approach to Infection Control**

The Offeror shall describe its approach to implementing an employee health program including, but not limited to, offering of Hepatitis B vaccination and tuberculosis (TB) screening.

The Offeror shall describe its approach to infection control to include:

- Training and Education Programs;
- Infection Control Plan;

- Orientation of Employees;
- Prevention and Management of infectious disease (airborne, blood borne, ectoparasite detection, Methicillin-Resistant Staphylococcus Aureus (MRSA) prevention, chickenpox, etc.);
- Infection control risk analysis and plan, updated annually, to identify risks for the transmission of infectious agents based on the facility's geographic location, community environment, services provided and the population served;
- Annual evaluation of tuberculosis infection control parameters in accordance with current national guidelines; and
- Exposure Control Plan.

The Offeror shall describe the screening process of all ICE detainees for TB symptoms, regardless of age upon admission, and the process for dealing with detainees with active or suspected active TB disease.

#### **Factor 1.5 - Management Plan**

The Offeror shall provide a Management Plan that addresses, at a minimum, the following:

- After hours medical coverage (on-call personnel);
- Emergency services/transport;
- Clinic schedule/shifts;
- Detainee orientation;
- System in place for required notifications (e.g. deaths, infectious diseases, suicides, hunger strikes);
- Administrative meetings;
- Medical clearance when using detainees as labor force;
- Verification of identity through at least two methods (e.g. wrist band, state name) when communicating with detainees;
- Monthly reports/statistics;
- Chain of Command; and
- Professional appearance.

#### **Factor 1.6 – Program Control**

The Government seeks Offerors whose management control system remains workable and/or effective in the face of changed plans, unforeseen circumstances, or outright failures. Program controls are to be effective, despite failure or unforeseen changes of plans; therefore, flexibility is required in designing overall program controls.

The Offerors shall address, at a minimum, the following:

- Specify the individuals responsible for each major functional element and

demonstrate that responsible individuals are sufficiently available to manage effectively the tasks involved in their functional area;

- Demonstrate that individuals responsible for each major functional area have sufficient decision-making authority, particularly in the area of financial authority, to effectively manage their functional area; and
  - Describe the relationship of the offerors and any subcontractor to their parent firms and the extent to which decisions can be made by project team and sub-contractor staff without reference to their parent firms.
- b. Past Performance for Medical Services – for the Medical Services Optional Contract Line Item the Offeror shall submit the same information for Medical Services as listed under Volume II above.
- c. Cost/Price for Medical Services

1. Cost/Price Proposal Submission

Include the price in Section B of Volume III under the optional line item for Medical Services.

In Volume IV provide a detailed price breakdown for Medical Services, including direct costs (e.g. materials, equipment, labor) indirect costs or overhead, general and administrative, and profit, which may be helpful in the understanding and evaluation of proposed prices.

2. Explanation of Pricing

Provide a narrative discussion or explanation of all Prices and “Other Than Pricing” issues requested. As long as the information contained in the “Explanation of Pricing” is related to the Cost/Price Proposal for Medical Services, the Offeror should feel free to provide as much narrative discussion as it feels is needed to ensure a proper understanding of the Cost/Price Proposal. The explanation of pricing is a critical part of the evaluation process and Offerors shall provide, at a minimum, a comprehensive explanation of the following:

- i. Direct Labor Hour estimation and projection (man hours, staffing numbers per shift, roving guards, replacement staff, position descriptions, and hourly pay rate for direct productive labor hours only).
- ii. A brief discussion of company policies and procedures as they relate to overhead, profit, G&A, overtime, 2<sup>nd</sup> and 3<sup>rd</sup> shift compensation differentials, per diem, etc.
- iii. Fringe benefits.
- iv. Subcontract information.

The company’s burdened rate will form the basis for future negotiations as additional posts, Full Time Equivalents (FTEs) are added during the life of the contract. The proposed company burdened rate during the life of the contract should be clearly explained in the Explanation of Pricing.

3. Direct Labor

Direct Labor is an integral part of the prices proposed for the performance Medical Services. As such, the Government requires that the Offeror present staffing matrices that reflect the Full-Time Equivalent (FTEs), hours, and the rates proposed for the personnel for the assigned positions reflected on the wage determination (Section J-Attachment 1) that will be assigned to the performance of the contract.

Proposed labor rates will be compared to the DOL Wage Determinations and the Independent Government Cost Estimate (IGCE) as part of the evaluation. The Offeror should use rates that represent realistic expectations of the rates that will be paid under the resultant contract.

Below is a sample of a wage breakdown table which lists the minimum information required for the burden labor rates:

<b>Labor Classification Title</b>	<b>Base Rate</b>	<b>Fringe</b>	<b>Total Wage</b>	<b>Payroll Taxes Insert Rate Below</b>	<b>Overhead or G&amp;A Insert Rate Below</b>	<b>Profit Insert Rate Below</b>	<b>Fully Burdened Wage Rate</b>
<b>Payroll Taxes</b>	<b>Percent</b>						
FICA	%						
FUTA	%						
SUTA	%						
Workers Comp	%						
<b>Overhead</b>	<b>%</b>						
<b>Profit</b>	<b>%</b>						

4. **Financial Capability**

Provide a narrative discussion of available financial resources for staff, personnel, equipment and supplies to support the proposed contract. Include the firm’s certified financial statements, certified by an independent public accountant (prefer audited statements, however, will accept reviewed or compiled statements) for the current year and one previous year. The Offeror must provide evidence of availability of working/operating capital that will be used for performance of the Medical Services. Sufficient funds must be available for the salaries, equipment, equipment maintenance, services, supplies, etc., for a minimum of three months of contract performance (since payments for performance under the resulting contract will be monthly in arrears). Advance payments are not authorized.

**SECTION M - EVALUATION FACTORS FOR AWARD**  
**(This section will be removed upon award)**

**52.217-5 Evaluation of Options. (JUL 1990)**

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option.

**M.1 – INTRODUCTION**

The Request for Proposal seeks to obtain detention services inclusive of transportation, food services, management, supervision and detainee welfare necessary to operate and support a contractor-owned, contractor-operated detention facility for the Denver Area of Responsibility. The Government intends to acquire these services by awarding a single, competitive contract to the responsible Offeror who submits the combination of Demonstrated Technical and Management Capability, Past Performance, and Cost/Price Proposal that is determined to represent the best value to the Government.

The Government will use formal source selection procedures to conduct the acquisition. The source selection procedures involve the use of a structured process that involves a Source Selection Organization (SSO) responsible for the evaluation of the proposals and selection of a source for contract award.

- The Technical Evaluation Committee (TEC) is responsible for conducting a thorough and complete analysis of the technical proposal.
- The Business Evaluation Committee (BEC) is responsible for conducting a thorough and complete analysis of the price.
- The Past Performance Evaluation Committee (PPEC) is responsible for gathering past performance data and conducting a thorough and complete analysis of the past performance data gathered.
- The Medical Evaluation Committee (MEC) is responsible for conducting a thorough and complete review of the Medical Services Proposal.

The TEC, BEC, and PPEC will submit all findings to the Source Selection Authority (SSA) for the final source selection decision. The SSA will review the findings and make the final source selection decision.

Only after the final source selection best value has been determined will the Government evaluate the Medical Services Optional Contract Line Item proposal of the apparent successful Offeror.

## **M.2 - EVALUATION FACTORS**

### **FACTOR 1 – TECHNICAL AND MANAGEMENT CAPABILITY**

### **FACTOR 2 – PAST PERFORMANCE**

### **FACTOR 3 – COST/PRICE**

#### **Volume IV – Medical Services – Optional Contract Line Item**

### **FACTOR 1 – TECHNICAL AND MANAGEMENT CAPABILITY**

### **FACTOR 2 – PAST PERFORMANCE**

### **FACTOR 3 – COST/PRICE**

## **M.2.1 - RELATIVE IMPORTANCE OF EVALUATION FACTORS**

The solicitation provides the following information to assist the Offerors to gain a better understanding of how ICE will evaluate and consider the Offerors' proposals:

Technical and Management Capability, Past Performance and Cost/Price are approximately equal to each other.

The Government has reserved the right to conduct a pre-award survey on the successful Offeror for a responsibility determination.

### **FACTOR 1 – TECHNICAL AND MANAGEMENT CAPABILITY**

#### **Factor 1.1 - Quality Control and Assurance**

The Government will evaluate the Offeror's approach to planning and executing quality control and assurance processes throughout the life of the contract that will fully meet the standards set forth in the RFP and all statutory and regulatory requirements.

#### **Factor 1.2 – Approach to Staffing**

The Government will evaluate the Offeror's approach to fully staffing the facility, including its management, supervisory, security and contingency plans. Evaluation will be made on the Offeror's approach to acquire adequate staffing of the facility and ability to maintain a reserve guard force for temporary or emergency staffing sufficient to meet the requirements of the RFP. The Government will evaluate the contingency plan should staffing levels fall below 95 percent.

Particular consideration will be given to the Offeror's ability to recruit, train, provide the required licenses, permits and insurance, identify the priority of staffing the facility, and meeting the Entry on Duty (EOD) required deadlines for all positions. Evaluation will be conducted on the training plan to ensure the Offeror's training program and course content meet the contract requirements.

#### **Factor 1.3 – Transition Plan**

The Government will evaluate the transition between the Offeror and the predecessor Contractor to ensure minimal disruption to vital Contractor services and Government activities. The Government will evaluate the contract transition plan which shall address the proposed timeframes to ensure a contract start date of June 01, 2011. The Government will evaluate the transition plan to ensure the following areas are addressed: recruitment, training

of new and incumbent employees, licenses, permits, insurance and priority of staffing the facility.

**Factor 1.4 – Key Personnel**

Key Personnel resumes will be evaluated based on education, knowledge, experience, and security clearance as stated in Section H. Particular attention will be given to Offeror’s previous experience and their ability to provide and retain qualified employees. The Government will evaluate the organizational chart and the position descriptions and responsibilities of the key personnel to ensure that the Offeror has a clear understanding of the contract staffing requirements. Lines of supervision per shift should be clearly defined for evaluation by the Government.

**Factor 1.5 - Management Plan**

The Government will evaluate the management plan that addresses, at a minimum, the following areas:

- understanding of the ERO Mission Statement and ERO responsibilities;
- understanding of the relevance of the ERO Mission Statement and ERO responsibilities to successful contract performance;
- understanding of how management differs from supervision in the context of the ERO Mission Statement and ERO responsibilities;
- an explanation of how the Offeror specifically plans to help ERO achieve the ERO Mission Statement and ERO responsibilities; performance measures and incentives or disincentives that demonstrate an understanding of the ERO Mission Statement and ERO responsibilities; and
- the Offeror’s commitment to the success of achieving the ERO Mission Statement and ERO responsibilities as demonstrated by the extent to which the Offeror will realistically put its profits at risk through the meaningful incentives and disincentives proposed.

**Factor 1.6 - Subcontracting Plan**

The subcontracting plan will be evaluated for completeness as specified in FAR 19.704 and for the extent of participation of small disadvantaged business concerns in performance of the contract.

**Factor 1.7 – Transportation Plan:**

The Government will evaluate the Offeror’s transportation plan to assure that the Offeror has the capability to meet the requirements based on:

- written comprehensive Transportation Plan including staff, vehicles, and rationale for the number of miles proposed;
- how the Offeror specifically plans to achieve the objective;
- training of new and incumbent employees; licenses and permits; and
- insurance and vehicles.

## **FACTOR 2: PAST PERFORMANCE**

The Past Performance Factor evaluation will assess the Government's confidence in the Offeror's probability of successfully performing as proposed. The Government will evaluate the Offeror's demonstrated record of contract compliance in supplying services that meet the user's needs, including cost and schedule. The evaluation will be accomplished by reviewing aspects of an Offeror's recent and relevant past performance, focusing on and targeting performance which is relevant to the Technical Capability and Management sub-factors. A relevancy determination of the Offeror's past performance, including joint ventures, subcontractors or teaming partners will be made. In determining relevancy for individual contracts, consideration will be given to the effort, or portion of the effort, being proposed by the Offeror, teaming partner or subcontractor whose contract is being reviewed and evaluated. Higher relevancy will be assessed for contracts that are most similar to the effort, or portion of the effort, for which that contractor is being proposed. The Government is not bound by the Offeror's opinion of relevancy. The following relevancy definitions apply:

Very Relevant	The effort involved is essentially the same scope and magnitude of effort and complexities this solicitation requires.
Relevant	The effort involved is similar to the scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	The effort did not involve the scope and/or magnitude of effort and complexities this solicitation requires.

When relevant performance records indicate performance problems, the Government will consider the number and severity of the problems and the appropriateness and effectiveness of any corrective actions taken. The Government may review more recent contracts or performance evaluations to ensure corrective actions have been implemented and to evaluate their effectiveness.

As a result of the Government's analysis of the Offeror's relevancy and quality ratings of their past performance references, each Offeror will receive an integrated rating as defined in Section M.3.5 below. Although the past performance evaluation focuses on performance that is relevant to the Technical and Management sub-factors, the resulting rating represents an overall evaluation of contractor performance.

Offerors without a record of relevant past performance or for whom information on past performance is not available will not be evaluated favorably or unfavorably. As a result they will receive a Neutral rating for the Past Performance factor.

Adverse past performance is defined as any unfavorable comments or past performance information that supports a less than satisfactory rating on any evaluation element received from a source without a formal rating system (e.g. PPIRS).

## **FACTOR 3: COST/PRICE**

**Cost/Price proposals will not be scored and will not be evaluated if the technical proposal is rated as Unsatisfactory.** The Government intends to limit the cost/pricing evaluated to only those offers that reflect the technical competence necessary to accomplish the objectives of the proposed contract. Once these offers have been identified, the evaluation of the Cost/Price Proposals will be performed.



The Government will conduct its cost or price analysis using one or more of the techniques specified in FAR 15.

1. Comparison of proposed process received in response to the solicitation.
2. Comparison of proposed prices with resources proposed.
3. Obtaining information/reports from outside agencies and resources as required.
4. Cost analysis.

Proposals will be evaluated for price reasonableness and completeness:

1. Reasonableness: It is expected that adequate price competition will exist and the Government will rely on market forces to ensure awarded prices are reasonable. Only in extraordinary circumstances will additional information beyond proposed prices be necessary for the Contracting Officer to determine the price fair and reasonable.
2. Completeness: All information/data required by the RFP has been submitted, tracks to the requirements, and supports the offer.

Financial Condition and Capability: The Government will access the financial condition of the Offeror and its financial ability to acquire and provide the necessary resources to fulfill the requirements of the contract. The Government is seeking to determine if the Offeror has available financial resources to support the contract. Upon receipt of the documentary evidence from the Offeror, the Government will investigate the authenticity and validity of the information provided by the Offeror. This information will be used to determine responsibility of the Offeror and to assess relative financial risk.

The Offeror's available financial resources will be reviewed based on the company financial statements and Dun and Bradstreet Comprehensive Report which includes an analysis of the firm's potential financial stress. The Offeror must show that it has sufficient funds available, including a minimum of three (3) months actual contract performance price since the resulting contract payments will be made in arrears.

**VOLUME IV – EVALUATION OF MEDICAL SERVICES - OPTIONAL CONTRACT LINE ITEM** – See Paragraph M.3.2 below for specific information regarding the evaluation of Volume IV.

## **FACTOR 1 – TECHNICAL AND MANAGEMENT CAPABILITY**

### **Factor 1.1 - Quality Control and Assurance**

The Government will evaluate the Offeror's approach to planning and executing quality control and assurance processes throughout the life of the contract that will fully meet the standards set forth in the RFP and all statutory and regulatory requirements.

The Government will evaluate the Offeror's approach to performance improvement, including monitoring performance through data collection, analyzing current performance, improving and sustaining improvement of the performance with the final goal being to improve patient outcomes.

### **Factor 1.2 – Staffing and Key Personnel**

The Government will evaluate the Offeror's approach to fully staffing the proposed medical facility, including its management, supervisory, security and contingency plans.

Particular consideration will be given to the Offeror's ability to recruit, train, provide the required licenses, permits and insurance, identify the priority of staffing the facility, and meeting the Entry on Duty (EOD) required deadlines for all positions.

Key Personnel resumes will be evaluated based on education, knowledge, experience, and security clearance as stated in the RFP. Particular attention will be given to Offeror's previous experience and their ability to provide and retain qualified employees. The Government will evaluate the organizational chart and the responsibilities of the key personnel to ensure that the Offeror has a clear understanding of the contract staffing requirements.

The Government will evaluate the Offeror's staffing management strategy to ensure:

- Clearly defined procedures for recruiting, training, and processing of security clearance. The Offeror's corporate plans, policies and methods of training and promoting the long term professional growth of assigned personnel are defined and in accordance with the applicable ICE detention standard.
- An organizational structure that is clearly defined as to what levels and who can make decisions concerning allocation of personnel resources.
- A description of how technology is used in the personnel management process. The offeror has proposed an approach to staffing that is in accordance with the applicable ICE detention standard and the SOW including:
  - Management;
  - Staffing Model;
  - System for verifying credentials/licenses (e.g. National Practitioner Databank for Physicians; the OIG Sanctions List);
  - Competency Assessment;
  - Orientation and Annual Training Program;
  - Employee Health Program; and
  - Certification of Cardiopulmonary Resuscitation.

### **Factor 1.3 – Approach to Healthcare and Clinical Management**

The Government will evaluate the Offeror's medical management structure to ensure efficient and effective performance of the scope of work. Consideration will be given to whether the Offeror proposed a structure that incorporates the following:

- Definition of roles, responsibilities, and decision-making authority. The organizational roles, responsibilities and decision-making authority within each major functional element are clearly defined.
- Definition of reporting requirements. The types of information that are to be reported within its control structure are identified, including discussion of the types

of information and the schedule for reporting. The right information is collected to ensure effective monitoring and control of performance; information is reported in the appropriate time period so that corrective action is undertaken in a timely manner and information flows to the appropriate personnel within the structure (i.e. Health Services Administrator, Clinical Director).

- The Offeror's management plan describes their process to ensure that decisions, particularly those regarding corrective action for deficient performance, are implemented in a timely manner. The process for implementing decisions and collecting feedback information to measure whether decisions have been implemented and performance altered in line with acceptable standards is described.
- The Offeror's management plan describes the process of ensuring that daily sick call is conducted.
- The Offeror's management plan describes the process and provision of providing emergency care.
- The Offeror's management plan describes the process of chronic care visits.
- The Offeror describes an emergency preparedness plan including, but not limited to, containment and management of infectious diseases, distribution of infection control guidance and personnel protective equipment to staff and detainees and communicating with the local health department.
- The organizational chart shows the reporting relationships of all major functional managers to the top management structure and to one another.
- The approach to establishing and maintaining a health/medical record for each detainee is described.

#### **Factor 1.4 – Approach to Infection Control**

The Government will evaluate the Offerors approach to implementing an employee health program including, but not limited to, offering of Hepatitis B vaccination and tuberculosis (TB) screening. The approach to infection control includes:

- Training and Education Programs
- Infection Control Plan
- Orientation of Employees
- Prevention and Management of infectious disease (airborne, blood borne, ectoparasite detection, Methicillin-Resistant Staphylococcus Aureus (MRSA) prevention, chickenpox, etc.).
- Infection control risk analysis and plan, updated annually, to identify risks for the transmission of infectious agents based on the facility's geographic location, community environment, services provided and the population served.
- Annual evaluation of tuberculosis infection control parameters in accordance with current national guidelines
- Exposure Control Plan.

The screening process of all ICE detainees for TB symptoms, regardless of age upon admission, and the process for dealing with detainees with active or suspected active TB disease is described.

### **Factor 1.5 - Management Plan**

The Offeror's Management Plan will be evaluated to ensure that the plan follows the requirements of the PBNDS and SOW and addresses, at a minimum, the following areas:

- After hours medical coverage (on-call personnel)
- Emergency services/transport
- Clinic schedule/shifts
- Detainee orientation
- System in place for required notifications (e.g. deaths, infectious diseases, suicides, hunger strikes, etc.)
- Administrative meetings
- Medical clearance when using detainees as labor force
- Verification of identity through at least two methods (e.g. wrist band, state name, etc.) when communicating with detainees
- Monthly reports/statistics
- Chain of Command
- Professional appearance

### **Factor 1.6 – Program Control**

The Government will evaluate the Offeror's management control system to ensure it is workable and effective in the face of changed plans, unforeseen circumstances, or outright failures and in accordance with the PBNDS and SOW. Program controls must be effective, despite failure or unforeseen changes of plans. Overall program controls are designed to be flexible. Consideration will be given to whether or not the Offeror:

- Has specified the individuals responsible for each major functional element and demonstrated that responsible individuals are sufficiently available to manage effectively the tasks involved in their functional area.
- Has demonstrated that individuals responsible for each major functional area have sufficient decision-making authority, particularly in the area of financial authority, to effectively manage their functional area.
- Has described the relationship of the Offerors and any subcontractor to their parent firms and the extent to which decisions can be made by project team and subcontractor staff without reference to their parent firms.

## **M.3 - EVALUATION PROCESS**

### **M.3.1 - UNACCEPTABLE PROPOSALS**

The TEC, BEC, and PPEC will perform a compliance check of the proposals received to determine conformance of the proposals to the instructions in the RFP. They will review all proposals to determine if they satisfy the minimum requirements of the RFP. Proposals found to be inadequate or in gross non-conformance with the RFP instructions (further evaluation is impossible) will be rejected and the Contracting Officer will notify the unsuccessful Offeror that their proposal will no longer be considered for further evaluation or award and will provide a debriefing if requested by the unacceptable Offeror.

A proposal may be deemed unacceptable by the Contracting Officer because:

1. The proposal does not represent a reasonable initial effort to address itself to the essential requirements of the RFP, or clearly demonstrates that the Offeror does not understand all of the requirements.
2. A substantial design or technical deficiency is inherent in the proposal, and sufficient correction or improvement to consider the proposal acceptable would require virtually an entirely new proposal.
3. The proposal contains major technical or business deficiencies or omissions, or unreasonable costs which could not reasonably be expected to be corrected through discussions with the Offeror.

### **M.3.2 - BASIS FOR AWARD**

The Government intends to award a single Indefinite Delivery, Indefinite Quantity (IDIQ) contract with fixed unit pricing.

The evaluation will be based on best value principles, and award will be made to the Offeror whose proposals represent the overall best value to the Government, price and other factors considered. The Government intends to award the contract without discussions, in accordance with FAR 15.306(a). However, the Contracting Officer reserves the option to conduct discussions if it is deemed necessary.

Source Evaluation will be conducted and selection will be made in accordance with the guidelines provided in the Federal Acquisition Regulation (FAR), Homeland Security Acquisition Manual (HSAM), Homeland Acquisition Regulation (HSAR) and the DHS Management Directives. The Source Selection personnel appointed by the Contracting Officer will evaluate each Offeror's Volume I - Technical and Management Capability proposal, Volume II - Past Performance proposal, and Volume III - Cost/Price proposal. The Government intends to evaluate the Offeror's proposal without the Volume IV – Optional Contract Line Item for Medical Services and make a best value determination.

Only when the best value determination has been made (Volumes I, II and III), will the Government evaluate the Optional Contract Line Item for Medical Services proposal, (Volume IV) of only the apparent successful Offeror. At that time the Government will make a unilateral decision on whether the Optional Contract Line Item for Medical Services will be exercised.

### M.3.3 - METHOD OF EVALUATION

The determination of best value will be made by comparing the differences in the value of the Technical and Management Capability Factors, Past Performance and Cost/Price proposed. Technical and Management Capability, Past Performance and Cost/Price are approximately equal to each other; however, the Government will not make an award at a significantly higher overall cost to the Government to achieve only slightly superior technical capability. Overall cost to the Government may become the ultimate determining factor for award of the contract as proposals become more equal based on the other factors. The degree of equality between the Offerors' proposals will be measured by the quality, significance, and applicability of the superior features proposed.

Proposals will be evaluated in accordance with the criteria set forth in the RFP to determine the Offeror's demonstrated ability to provide the required services. Proposals must be specific and compliant with all terms and conditions of the solicitation in order to be acceptable. Any proposal failing to address all of the elements of the solicitation will be considered an indication of the Offeror's lack of understanding, and response to, the Government's requirements and may result negatively in overall proposal evaluation.

### M.3.4 - SCORING INSTRUCTIONS

Section M provides a description of the factors that will be evaluated for each section of the proposal. Adjectival ratings will be used in evaluating the Technical and Management Capability Factor and Past Performance Factor. The Cost/Price proposal will not be scored.

### M.3.5 - ADJECTIVAL RATINGS SYSTEM

The Technical and Management Capability Factor will be evaluated qualitatively and categorized as Outstanding, Good, Acceptable, Marginal or Unacceptable. The following table defines these adjectives:

<i>Rating</i>	<i>Definition</i>
<b>Outstanding (O)</b>	The Contractor meets and significantly exceeds the requirements of the RFP. The Contractor has demonstrated that it is highly proficient, knowledgeable, and experienced in meeting the requirements specified.
<b>Good (G)</b>	The Contractor meets and sometimes exceeds the requirements of the RFP. The Contractor has demonstrated that it is proficient, knowledgeable, and experienced in meeting the requirements specified.
<b>Acceptable (A)</b>	The Contractor meets the requirements of the RFP. The Contractor has demonstrated sufficient knowledge or experience in meeting the requirements specified.
<b>Marginal (M)</b>	The Contractor meets the minimum requirements of the RFP with some errors/deficiencies that would require significant revisions to the proposal.
<b>Unacceptable (U)</b>	The proposal has many deficiencies and/or gross omissions. The Offeror does not meet many of the requirements of the RFP. The Contractor has little or no working knowledge of how to meet the requirements specified.

The Past Performance Factor will be evaluated qualitatively and categorized as Neutral,

Outstanding, Good, Acceptable or Unacceptable. The following table defines these adjectives.

<b><i>Rating</i></b>	<b><i>Definition</i></b>
<b>Neutral (N)</b>	No past performance or experience is available for evaluation. The Offeror has asserted that it has no directly related or similar relevant past performance experience. The proposal receives no merit or demerit for this factor.
<b>Outstanding (O)</b>	Based on the Offeror's record of past performance, no issues, concerns, or risks are associated with receiving timely services and contract performance. Past performance surveys and the Offeror's experiences indicate that the Offeror will exceed the requirements of the RFP.
<b>Good (G)</b>	Based on the Offeror's record of past performance, there is little risk associated with receiving timely services and contract performance. Past performance surveys and the Offeror's experience indicate the Offeror will meet or sometimes exceed the requirements of the RFP.
<b>Acceptable (A)</b>	Based on the Offeror's record of past performance, there is an acceptable amount of risk associated with receiving timely services and contract performance. Past performance surveys and the Offeror's experience indicate the Offeror will meet the requirements of the RFP.
<b>Unacceptable (U)</b>	The Offeror's record of past performance indicates it will be unable to meet the requirements of the RFP.

END OF SOLICITATION