

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLORADO**

Civil Action No. 1:14-cv-02887 JLK

ALEJANDRO MENOCA,  
MARCOS BRAMBILA,  
GRISEL XAHUENTITLA,  
HUGO HERNANDEZ,  
LOURDES ARGUETA,  
JESUS GAYTAN,  
OLGA ALEXAKLINA,  
DAGOBERTO VIZGUERRA, and  
DEMETRIO VALERGA

on their own behalf and on behalf of all others similarly situated,

Plaintiffs,

v.

THE GEO GROUP, INC.,

Defendant.

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**NOTICE OF FILING OF EXHIBITS TO THE DECLARATION OF MICHAEL J.  
SCIMONE IN SUPPORT OF PLAINTIFFS' MOTION FOR SUMMARY  
JUDGMENT ON DEFENDANT'S AFFIRMATIVE DEFENSE (ECF NO. 261) AS  
RESTRICTED DOCUMENTS PURSUANT TO D. COLO. L. CIV. R. 7.2**

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TO THE COURT AND ALL PARTIES TO THE ABOVE-CAPTIONED CASE:

Accompanying this notice, the Plaintiffs in the above-captioned action are filing the attached exhibits to the Declaration of Michael J. Scimone in Support of Plaintiffs' Motion for Summary Judgment on Defendant's Affirmative Defense (ECF No. 261) as Restricted Documents—Level 1 pursuant to D. Colo. L. Civ. R. 7.2. The documents filed as restricted are as follows:

- **Exhibit B:** Excerpts from the 2011 Contract, bates stamped GEO\_MEN 00019613-817.
- **Exhibit B.1:** 2011 Contract amendment, bates stamped GEO\_MEN 00020406-18.
- **Exhibit C:** Excerpts from the 2006 Contract, bates stamped GEO-MEN 00059635-708.
- **Exhibit D:** Excerpts from the 2003 Contract, bates stamped GEO-MEN 00059744-803.
- **Exhibit G:** Detainee Work Plan, bates stamped GEO\_MEN 00038529-35.
- **Exhibit H:** ICE Detainee Work Program, bates stamped GEO\_MEN 00038563-67.
- **Exhibit U:** Compilation of all versions of GEO Policy Number 12.1.4 – AUR throughout the class period, bates stamped GEO\_MEN 00038687-98, GEO\_MEN 00038653-64, GEO\_MEN 00038676-86, GEO\_MEN 00038628-31, GEO\_MEN 00038665-75, GEO\_MEN 00038632-39, GEO\_MEN 00038613-15, GEO\_MEN 00038625-27, GEO\_MEN 00007203-06, GEO\_MEN 00038649-52, GEO-MEN 00099980-83, and GEO-MEN 00088208-11.
- **Exhibit V:** Aurora Local Detainee Handbook, 2002 version, bates stamped GEO\_MEN 00040731-75.
- **Exhibit X:** Excerpts from Detainee Orientation Video, bates stamped

GEO\_MEN 00052387.<sup>1</sup>

- **Exhibit Y:** 10.2.11-AUR, Special Management Unit Operations, bates stamped GEO\_MEN 00037770-84.
- **Exhibit Z:** Compilation of disciplinary charges and reports related to failure to clean, bates stamped GEO\_MEN 00057697, GEO\_MEN 00047810, GEO\_MEN 00047812-17, GEO-MEN 00065434, GEO-MEN 000659393, GEO-MEN 00065211, and GEO-MEN 00065032-33.
- **Exhibit AA:** Detainee Work Detail Application, bates stamped GEO\_MEN 00057594.

This filing is contingent on an appropriate motion to restrict under D. Colo. L. Civ.

R. 7.2.

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<sup>1</sup> The page numbers in this document were added by counsel for ease of reference, in accordance with the Court's standing order re pretrial and trial procedures in civil cases, Section III.E.2.(b).v.

Dated: New York, NY  
April 29, 2020

Respectfully submitted,

By: /s/ Michael J. Scimone

Michael J. Scimone

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*Class Counsel*

**CERTIFICATE OF SERVICE**

I hereby certify that on April 29, 2020, a copy of the foregoing document was filed electronically. Service of this filing will be made on all ECF-registered counsel by operation of the court's electronic filing system. Parties may access this filing through the Court's system.

*/s/ Michael J. Scimone* \_\_\_\_\_

Michael J. Scimone

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***Menocal, et al. v. The Geo Group,***  
**1:14-cv-02887-JLK**

<b><u>Index of Exhibits to Declaration of Michael J. Scimone in Support of Plaintiffs' Motion for Summary Judgment as to Defendant's Defense</u></b>		
<b><u>Exhibit</u></b>	<b><u>Restricted</u></b>	<b><u>Description</u></b>
A		Excerpts from the October 9, 2019 deposition of Amber Martin.
B	Yes	Excerpts from the 2011 Contract, GEO_MEN 00019613-817.
B.1	Yes	2011 Contract amendment, GEO_MEN 00020406-18.
C	Yes	Excerpts from the 2006 Contract, GEO-MEN 00059635-708.
D	Yes	Excerpts from the 2003 Contract, GEO-MEN 00059744-803.
E		Declaration of Tae D. Johnson in State of Washington v. GEO Group, Inc., Case No. 17-cv-05806 (W.D. Wash), ECF No. 91.
F		Excerpts from the February 27, 2020 30(b)(6) deposition of Daniel Ragsdale.
G	Yes	Document entitled Detainee Work Plan, GEO_MEN 00038529-35.
H	Yes	Document entitled ICE Detainee Work Program, GEO_MEN 00038563-67.
I		Excerpts from the March 12, 2020 deposition of James Charles Hill.
J		Excerpts from the February 12, 2020 deposition of Barbara Krumpelmann.
K		Declaration of Shannon Ely, Contracting Officer, ICE Office of Acquisition Management.
L		Excerpts from the 2011 PBNDS, GEO-MEN 00064019-414.
M		Excerpts from the 2008 PBNDS, GEO-MEN 00062905-3298.
N		Excerpts from the INS Detention Standard, GEO-MEN 00063671-4017.
O		Excerpts from the November 19, 2019 deposition of Kevin Martin.
P		Excerpts from the March 29, 2016 30(b)(6) deposition of Dawn Ceja.
Q		Excerpt from the ACA Performance-Based Standards for Adult Local Detention Facilities, Fourth Edition, containing Standards ALDF-1A-01 and ALDF-1A-04.
R		Excerpts from the February 28, 2020 30(b)(6) deposition of Amber Martin.
S		Excerpt from the ACA Performance-Based Standards for Adult Local Detention Facilities, Fourth Edition, containing Standard ALDF-5C-08.
T		Excerpts from the October 3, 2019 deposition of Cheryl Nelson.
U	Yes	Compilation of all versions of GEO Policy Number 12.1.4 – AUR throughout the class period, GEO_MEN 00038687-98; GEO_MEN 00038653-64; GEO_MEN 00038676-86; GEO_MEN 00038628-31; GEO_MEN 00038665-75; GEO_MEN 00038632-39; GEO_MEN 00038613-15; GEO_MEN 00038625-27; GEO_MEN 00007203-06; GEO_MEN 00038649-52; GEO-MEN 00099980-83; and GEO-MEN 00088208-11.
V	Yes	Aurora Local Detainee Handbook, 2002 version, GEO_MEN 00040731-75.
W		Aurora Local Detainee Handbook, 2013 version, PL000029-55.
X	Yes	Excerpts from document entitled Detainee Orientation Video, GEO_MEN 00052387.
Y	Yes	Document entitled 10.2.11-AUR, Special Management Unit Operations, GEO_MEN 00037770-84.
Z	Yes	Compilation of disciplinary charges and reports related to failure to clean, GEO_MEN 00057697; GEO_MEN 00047810; GEO_MEN 00047812-17; GEO-MEN 00065434; GEO-MEN 000659393; GEO-MEN 00065211; and GEO-MEN 00065032-33.
AA	Yes	Document entitled Detainee Work Detail Application, GEO_MEN 00057594.

*Menocal, et al. v. The Geo Group,*  
1:14-cv-02887-JLK

<b><u>Index of Exhibits to Declaration of Michael J. Scimone in Support of Plaintiffs' Motion for Summary Judgment as to Defendant's Defense</u></b>		
<b><u>Exhibit</u></b>	<b><u>Restricted</u></b>	<b><u>Description</u></b>
BB		Document entitled Facility Voluntary Work Program Pay Rates between 2011 and 2014, GEO-MEN 00170339.
CC		Defendant The GEO Group Inc's Second Supplemental Responses to Plaintiffs' Fifth Set of Interrogatories.



# **Exhibit B**

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE OF PAGES 1 92	
2. CONTRACT (Proc. Inst. Ident.) NO. HSCEDM-11-D-00003				3. EFFECTIVE DATE See Block 20C		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.	
5. 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		CODE ICE/DM/DC-LAGUNA		6. ADMINISTERED BY (If other than Item 5) ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room 3104 Attn: Al Kidd (949) 425-7025 Laguna Niguel CA 92677		CODE ICE/DM/DC-LAGUNA	
7. NAME AND ADDRESS OF CONTRACTOR (No. Street, City, Country, State and ZIP Code)  GEO GROUP INC THE 621 NW 53RD ST STE 700 BOCA RATON FL 334878242				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)		9. DISCOUNT FOR PROMPT PAYMENT  Net 30	
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN		ITEM	
CODE 6127064650000		FACILITY CODE		11. SHIP TO/MARK FOR ICE-ERO-FOD-FDN Immigration Customs Enforcement 12445 East Caley Avenue Centennial CO 80111		12. PAYMENT WILL BE MADE BY DHS, ICE Burlington Finance Center P.O. Box 1620 Attn: ICE-ERO/FOD-FDN Williston VT 05495-1620	
13. 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) ( )				14. ACCOUNTING AND APPROPRIATION DATA See Schedule			
15A. ITEM NO	15B. SUPPLIES/SERVICES			15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
Continued							
15G. TOTAL AMOUNT OF CONTRACT							50.00

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

**CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE**

17. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein)		18. <input checked="" type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number <u>HSCEDM-11-R-00002</u> including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any condition sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.	
19A. NAME AND TITLE OF SIGNER (Type or print) <u>Rou Maddux, Executive Vice President</u>		20A. NAME OF CONTRACTING OFFICER <u>Roberta J. Halls</u>	
19B. NAME OF CONTRACTOR <u>[Signature]</u>		20B. UNITED STATES OF AMERICA	
19C. DATE SIGNED <u>09/15/11</u>		20C. DATE SIGNED <u>9-15-11</u>	

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
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NAME OF OFFEROR OR CONTRACTOR

GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>DUNS Number: 612706465</p> <p>FINANCE POC: Amelia Sanchez, amelia.sanchez@dhs.gov, 720-875-2040</p> <p>PROGRAM POC: COTR John Jameson, john.jameson@dhs.gov, 303-739-8725</p> <p>.</p> <p>IAW FAR 52.222-43, Fair Labor Standards Act and Service Contract Act <input type="checkbox"/> Price Adjustment (Multiple Year and Option Contracts), this contract already includes a price increase of 2% per year for Collective Bargaining Agreement labor categories. Therefore, the Government will allow adjustment only over and above the 2% increase annually when warranted.</p> <p>.</p> <p>The Offeror's proposal dated May 2, 2011 and as negotiated through August 24, 2011 for technical, medical, staffing and transportation submissions constitutes their Performance Work Statement (PWS). All documents are hereby incorporated into the contract in section J, Attachment 2.</p> <p>Period of Performance is September 16, 2011 through September 15, 2021, if all options are exercised.</p> <p>.</p> <p>Accounting Info: To be provided on individual delivery order FOB: Destination</p> <p>BASE PERIOD: 09/16/2011 - 09/15/2013</p>				
0001	<p>Contractor Owned Contractor Operated Detention Facility in accordance with the terms and conditions of this contract. 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</p>				
0001A	<p>Bed Day Rate For Minimum Quantity - The Governments minimum quantity to be ordered via task order is 350 beds per day multiplied by 365 days multiplied by 2 years plus 1 day for leap year in February 2012 for a total of 255,850. Product/Service Code: S206 Product/Service Description: GUARD SERVICES</p> <p>Accounting Info: To be provided on individual delivery order Continued ...</p>	255850	DA	135.50	34,667,675.00

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NAME OF OFFEROR OR CONTRACTOR

GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	\$0.00 (Subject to Availability of Funds)				
0001B	Bed Day Rate In Excess Of Minimum Quantity - The Government may order an additional quantity estimated to be 175 beds (351 to 525 beds) per day multiplied by 365 days multiplied by 2 years plus 1 day for leap year in 2012 for a total not to exceed 127,925. Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Accounting Info: To be provided on individual delivery order \$0.00 (Subject to Availability of Funds)	127925	DA	19.50	2,494,537.50
0002	TRANSPORTATION SERVICES IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS CONTRACT. Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Accounting Info: To be provided on individual delivery order \$0.00 (Subject to Availability of Funds)				0.00
0002A	TRANSPORTATION SERVICES - Monthly Flat Fixed Fee includes all staff, vehicles and vehicle maintenance. Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Accounting Info: To be provided on individual delivery order \$0.00 (Subject to Availability of Funds)	24	MO	155,512.73	3,732,305.52
0002B	Direct Fuel Pass-Thru. Vendor Bill exact cost paid at the pump on a monthly basis. No fees or mark-ups are allowed. Not to exceed \$54,000. Product/Service Code: AD55  Accounting Info: To be provided on individual delivery order \$0.00 (Subject to Availability of Funds)				54,000.00
0003	Remote Custody These estimated hours are for detainee medical trips/visits and associated waiting time for detention officers only, not to exceed 4,000 hours. Continued ...	4000	HR	49.00	196,000.00

NSN 7540-01-152-8067

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

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NAME OF OFFEROR OR CONTRACTOR

GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Base Period Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Accounting Info: To be provided on individual delivery order \$0.00 (Subject to Availability of Funds)				
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  Accounting Info: To be provided on individual delivery order \$0.00 (Subject to Availability of Funds)	76650	DA	1.00	76,650.00
0005	MEDICAL SERVICES-In accordance with the terms and conditions of this contract. Monthly Flat Fixed Fee includes all medical staff and in-house supplies. Product/Service Code: Q201 Product/Service Description: GENERAL HEALTH CARE SERVICES  Accounting Info: To be provided on individual delivery order \$0.00 (Subject to Availability of Funds)  OPTION PERIOD 1: 09/16/2013 - 09/15/2015	24	MO	212,925.83	5,110,219.92
1001	Contractor Owned Contractor Operated Detention Facility in accordance with the terms and conditions of this contract. Offeror shall provide fully burdened bed day rates only. Unit of Issue DA is equivalent to bed-day. (Option Line Item) 09/16/2013 Product/Service Code: S206 Product/Service Description: GUARD SERVICES				0.00
1001A	Bed Day Rate For Minimum Quantity - The Governments minimum quantity to be ordered via task order is 350 beds per day multiplied by 365 days multiplied by 2 years for a total of 255,500. Option Period 1 (Option Line Item) Continued ...	255500	DA	139.71	35,695,905.00

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OPTIONAL FORM 336 (4-86)  
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NAME OF OFFEROR OR CONTRACTOR

GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1001B	09/16/2013 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 175 beds (351 to 525 beds) per day multiplied by 365 days multiplied by 2 years for a total not to exceed 127,750. Option Period 1 (Option Line Item) 09/16/2013 Product/Service Code: S206 Product/Service Description: GUARD SERVICES	127750	DA	20.31	2,594,602.50
1002	TRANSPORTATION SERVICES IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS CONTRACT. (Option Line Item) 09/16/2013 Product/Service Code: S206 Product/Service Description: GUARD SERVICES				0.00
1002A	TRANSPORTATION SERVICES - Monthly Flat Fixed Fee includes all staff, vehicles and vehicle maintenance. (Option Line Item) 09/16/2013 Product/Service Code: S206 Product/Service Description: GUARD SERVICES	24	MO	158,622.99	3,806,951.76
1002B	Direct Fuel Pass-Thru. Vendor Bill exact cost paid at the pump on a monthly basis. No fees or mark-ups are allowed. Not to exceed \$54,000. (Option Line Item) 09/16/2013 Product/Service Code: AD55				54,000.00
1003	Remote Custody These estimated hours are for detainee medical trips/visits and associated waiting time for detention officers only, not to exceed 4,000 hours. Option Period 1 (Option Line Item) 09/16/2013 Product/Service Code: S206 Product/Service Description: GUARD SERVICES	4000	HR	49.00	196,000.00
1004	Stipend for Detainee Work Program - Reimbursement for this line item will be at actual cost of Continued ...	76650	DA	1.00	76,650.00

NSN 7540-01-152-8067

OPTIONAL FORM 336 (4-86)  
Sponsored by GSA  
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NAME OF OFFEROR OR CONTRACTOR

GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	\$1.00 per day per detainee. The contractor shall not exceed the quantity shown without prior approval by the Contracting Officer. Option Period 1 (Option Line Item) 09/16/2013 Product/Service Code: S206 Product/Service Description: GUARD SERVICES				
1005	MEDICAL SERVICES-In accordance with the terms and conditions of this contract. Monthly Flat Fixed Fee includes all medical staff and in-house supplies. Option Period 1 (Option Line Item) 09/16/2013 Product/Service Code: Q201 Product/Service Description: GENERAL HEALTH CARE SERVICES	24	MO	217,786.68	5,226,880.32
2001	OPTION PERIOD 2: 09/16/2015 - 09/15/2017 Contractor Owned Contractor Operated Detention Facility in accordance with the terms and conditions of this contract. Offeror shall provide fully burdened bed day rates only. Unit of Issue DA is equivalent to bed-day. (Option Line Item) 09/16/2015 Product/Service Code: S206 Product/Service Description: GUARD SERVICES				0.00
2001A	Bed Day Rate For Minimum Quantity - The Governments minimum quantity to be ordered via task order is 350 beds per day multiplied by 365 days multiplied by 2 years plus 1 day for leap in 2016 for a total of 255,850. Option Period 2 (Option Line Item) 09/16/2015 Product/Service Code: S206 Product/Service Description: GUARD SERVICES	255850	DA	144.13	36,875,660.50
2001B	Bed Day Rate In Excess Of Minimum Quantity - The Government may order an additional quantity estimated to be 175 beds (350 to 525 beds) per day multiplied by 365 days multiplied by 2 years plus 1 day for a total not to exceed 127,925. Option Period 2 (Option Line Item) Continued ...	127925	DA	21.16	2,706,893.00

NSN 7540-01-152-8067

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

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NAME OF OFFEROR OR CONTRACTOR

GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2002	09/16/2015 Product/Service Code: S206 Product/Service Description: GUARD SERVICES TRANSPORTATION SERVICES IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS CONTRACT. (Option Line Item)				0.00
2002A	09/16/2015 Product/Service Code: S206 Product/Service Description: GUARD SERVICES TRANSPORTATION SERVICES - Monthly Flat Fixed Fee includes all staff, vehicles and vehicle maintenance. (Option Line Item)	24	MO	161,795.44	3,883,090.56
2002B	09/16/2015 Product/Service Code: S206 Product/Service Description: GUARD SERVICES Direct Fuel Pass-Thru. Vendor Bill exact cost paid at the pump on a monthly basis. No fees or mark-ups are allowed. Not to exceed \$54,000. (Option Line Item)				54,000.00
2003	09/16/2015 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, not to exceed 4,000 hours. Option Period 2 (Option Line Item)	4000	HR	49.00	196,000.00
2004	09/16/2015 Product/Service Code: S206 Product/Service Description: GUARD SERVICES 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 Period 2 (Option Line Item)	76650	DA	1.00	76,650.00
2005	MEDICAL SERVICES-In accordance with the terms and Continued ...	24	MO	222,943.47	5,350,643.28

NSN 7540-01-152-8067

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



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NAME OF OFFEROR OR CONTRACTOR

GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	conditions of this contract. Monthly Flat Fixed Fee includes all medical staff and in-house supplies. Option Period 2 (Option Line Item) 09/16/2015 Product/Service Code: Q201 Product/Service Description: GENERAL HEALTH CARE SERVICES  OPTION PERIOD 3: 09/16/2017 - 09/15/2019				
3001	Contractor Owned Contractor Operated Detention Facility in accordance with the terms and conditions of this contract. Offeror shall provide fully burdened bed day rates only. Unit of Issue DA is equivalent to bed-day. (Option Line Item) 09/16/2017 Product/Service Code: S206 Product/Service Description: GUARD SERVICES				0.00
3001A	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 255,500. Option Period 3 (Option Line Item) 09/16/2017 Product/Service Code: S206 Product/Service Description: GUARD SERVICES	255500	DA	148.80	38,018,400.00
3001B	Bed Day Rate In Excess Of Minimum Quantity - The Government may order an additional quantity estimated to be 175 beds (350 to 525 beds) per day multiplied by 365 days multiplied by 2 years for a total not to exceed 127,750. Option Period 3 (Option Line Item) 09/16/2017 Product/Service Code: S206 Product/Service Description: GUARD SERVICES	127750	DA	22.05	2,816,887.50
3002	TRANSPORTATION SERVICES IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS CONTRACT. (Option Line Item) 09/16/2017 Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Continued ...				0.00

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
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NAME OF OFFEROR OR CONTRACTOR

GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
3002A	TRANSPORTATION SERVICES - Monthly Flat Fixed Fee includes all staff, vehicles and vehicle maintenance. (Option Line Item) 09/16/2017 Product/Service Code: S206 Product/Service Description: GUARD SERVICES	24	MO	165,031.35	3,960,752.40
3002B	Direct Fuel Pass-Thru. Vendor Bill exact cost paid at the pump on a monthly basis. No fees or mark-ups are allowed. Not to exceed \$54,000. (Option Line Item) 09/16/2017 Product/Service Code: AD55				54,000.00
3003	Remote Custody These estimated hours are for detainee medical trips/visits and associated waiting time for detention officers only, not to exceed 4,000 hours. Option Period 3 (Option Line Item) 09/16/2017 Product/Service Code: S206 Product/Service Description: GUARD SERVICES	4000	HR	49.00	196,000.00
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 Period 3 (Option Line Item) 09/16/2017 Product/Service Code: S206 Product/Service Description: GUARD SERVICES	76650	DA	1.00	76,650.00
3005	MEDICAL SERVICES-In accordance with the terms and conditions of this contract. Monthly Flat Fixed Fee includes all medical staff and in-house supplies. Option Period 3 (Option Line Item) 09/16/2017 Product/Service Code: Q201 Product/Service Description: GENERAL HEALTH CARE SERVICES  OPTION PERIOD 4: 09/16/2019 - 09/15/2021  Continued ...	24	MO	228,414.20	5,481,940.80

NSN 7540-01-152-8067

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

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
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NAME OF OFFEROR OR CONTRACTOR

GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
4001	Contractor Owned Contractor Operated Detention Facility in accordance with the terms and conditions of this contract. Offeror shall provide fully burdened bed day rates only. Unit of Issue DA is equivalent to bed-day. (Option Line Item) 09/16/2019 Product/Service Code: S206 Product/Service Description: GUARD SERVICES				0.00
4001A	Bed Day Rate For Minimum Quantity - The Governments minimum quantity to be ordered via task order is 350 beds per day multiplied by 365 days multiplied by 2 years plus 1 day for leap in 2020 for a total of 255,850. Option Period 4 (Option Line Item) 09/16/2019 Product/Service Code: S206 Product/Service Description: GUARD SERVICES	255850	DA	153.71	39,326,703.50
4001B	Bed Day Rate In Excess Of Minimum Quantity - The Government may order an additional quantity estimated to be 175 beds (350 to 525 beds) per day multiplied by 365 days multiplied by 2 years plus 1 day for a total not to exceed 127,925. Option Period 4 (Option Line Item) 09/16/2019 Product/Service Code: S206 Product/Service Description: GUARD SERVICES	127925	DA	22.99	2,940,995.75
4002	TRANSPORTATION SERVICES IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS CONTRACT. (Option Line Item) 09/16/2019 Product/Service Code: S206 Product/Service Description: GUARD SERVICES				0.00
4002A	TRANSPORTATION SERVICES - Monthly Flat Fixed Fee includes all staff, vehicles and vehicle maintenance. (Option Line Item) 09/16/2019 Product/Service Code: S206 Product/Service Description: GUARD SERVICES	24	MO	168,331.98	4,039,967.52
4002B	Direct Fuel Pass-Thru. Vendor Bill exact cost paid at the pump on a monthly basis. No fees or mark-ups are allowed. Not to exceed \$54,000. Continued ...				54,000.00

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OPTIONAL FORM 336 (4-86)  
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NAME OF OFFEROR OR CONTRACTOR

GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
4003	(Option Line Item) 09/16/2019 Product/Service Code: AD55  Remote Custody These estimated hours are for detainee medical trips/visits and associated waiting time for detention officers only, not to exceed 4,000 hours. Option Period 4 (Option Line Item) 09/16/2019 Product/Service Code: S206 Product/Service Description: GUARD SERVICES	4000	HR	49.00	196,000.00
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 Period 4 (Option Line Item) 09/16/2019 Product/Service Code: S206 Product/Service Description: GUARD SERVICES	76650	DA	1.00	76,650.00
4005	MEDICAL SERVICES-In accordance with the terms and conditions of this contract. Monthly Flat Fixed Fee includes all medical staff and in-house supplies. Option Period 4 (Option Line Item) 09/16/2019 Product/Service Code: Q201 Product/Service Description: GENERAL HEALTH CARE SERVICES  The total amount of award: \$245,985,498.17. The obligation for this award is shown in box 15G.	24	MO	234,218.16	5,621,235.84

NSN 7540-01-152-8067

OPTIONAL FORM 336 (4-86)  
Sponsored by GSA  
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**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 2) is for performance-based services and applies to designated ICE solicitations and contracts for detention, transportation, food services and 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 GEO Group's proposal, Attachment 3 to the contract, constitutes the PWS. All documents are hereby incorporated into the contract.

**Contract Objectives**

1. A fully controlled, secured, safe, and supervised facility for DHS ICE detainees in accordance with information and guidelines contained in this contract.
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.
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 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

Aurora Detention Center, 3130 N. Oakland Street, Aurora, CO 80010.

### 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) - A copy of the current version is obtainable on the Internet website: <http://www.ice.gov/detention-standards/2008/>
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,

## 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)**

### **52.203-12 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)

### **52.204-4 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)**

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

### **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 (AUG 2011)**

### **52.215-11 Price Reduction for Defective Cost or Pricing Data - Modifications (AUG 2011)**

### **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)**

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

**52.215-19 Notification of Ownership Changes (OCT 1997)**

- (a) The Contractor shall make the following notifications in writing:
- (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
  - (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.
- (b) The Contractor shall -
- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
  - (2) Provide the ACO or designated representative ready access to the records upon request;
  - (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
  - (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- (c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

**52.215-21 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications (OCT 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 127,750 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 sated 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 255,500 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) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 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)**

Is not a small business concern.

**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 Veterans (SEP 2010)**

**52.222-36 Affirmative Action for Workers with Disabilities (OCT 2010)**

**52.222-37 Employment Reports on Veterans (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)**

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

**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 (AUG 2011)**

**52.224-1 Privacy Act Notification (APR 1984)**

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

**52.224-2 Privacy Act (APR 1984)**

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

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

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

**52.227-1 Authorization and Consent (DEC 2007)**

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

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

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

**52.232-1 Payments (APR 1984)**

**52.232-8 Discounts for Prompt Payment (FEB 2002)**

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

**52.232-11 Extras (APR 1984)**

**52.232-17 Interest (OCT 2010)**

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

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

Funds are not presently available for performance under this contract beyond **September 30, 2011**. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond **September 30, 2011**, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

**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)**

(a) \$2 million (per specialty per occurrence), Maximum aggregate amount of \$6 million

**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)**

**52.245-9 Use and Charges (AUG 2010)**

**52.246-25 Limitation of Liability - Services (FEB 1997)**

**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.

Contracting Officers shall include the following language as a special contract requirement when either clause 3052.204-70 and/or 3052.204.71 is used consistent with the provisions in HSAR 3004.470-3:

Contractors requiring recurring access to Government facilities or access to sensitive but unclassified information and/or logical access to Information Technology (IT) resources shall verify minimal fitness requirements for all persons/candidates designated for employment under any Department of Homeland Security (DHS) contract by pre-screening the person/candidate prior to submitting their name for consideration to work on the contract. Pre-screening the candidate ensures that minimum fitness requirements are considered and mitigates the burden of DHS having to conduct background investigations on objectionable candidates. The Contractor shall submit only those candidates that have not had a felony conviction within the past 36 months, illegal drug use within the past 12 months, or misconduct such as criminal activity on the job relating to fraud or theft within the past 12 months from the date of submission of their name as a candidate to perform work under this contract. Pre-screening shall be conducted within 15 days after contract award. The fitness determination does not impact the candidate's fitness for employment with your firm on other assignments unrelated to this contract. This requirement shall be placed in all subcontracts if the subcontractor requires routine physical access, access to sensitive but unclassified information, and/or logical access to IT resources. Failure to comply with the pre-screening requirement will result in the Contracting Officer taking the appropriate remedy (i.e. recording non-compliance into the Past Performance Database, contract termination).

Definition(s): Logical access means providing an authorized user the ability to access one or more computer system resources such as a workstation, network, application, or database through automated tools. A logical access control system (LACS) requires validation of an individual's identify through some mechanism such as a personal identification number (PIN) care, username and password, biometric, or other token. The

system has the capability to assign different access privileges to different persons depending on their roles and responsibilities in an organization.

**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)**



## **I. Technical and Management Capability**

### **1.1. Quality Control and Assurance**

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The GEO Group, Inc. (GEO) recognizes the vital role of quality control in every aspect of its operations. The primary focus of the Aurora ICE Processing Center (the Center) is to provide safe, secure, and humane care and custody of detainees. As a means to maintain this goal, GEO will retain the comprehensive Quality Control Plan (QCP) currently in place at the center, which has been reviewed and approved by the Federal Government, and ensures operations that are in compliance with the Performance Based National Detention Standards, court orders, American Correctional Association (ACA) Standards, standards established by the National Commission of Correctional Health Care (NCCHC), and specific client policies.

#### **Policies & Procedures**

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It is GEO's policy that each of our facilities develops a manual of uniform policies and procedures based on the Corporation's philosophy, goals, and operational procedures. These procedures provide effective guidelines for the standardization of GEO operations. In addition, pursuant to contract and/or accreditation requirements, each GEO facility develops supplemental procedures. All policies and procedures appropriately reflect constitutional, legal, contractual and professional requirements. Policies and procedures are reviewed and revised at least annually and updated as needed.

#### **Inspections**

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GEO will continually conduct monitoring utilizing a comprehensive self-monitoring plan approved by the Government for providing corporate, regional, and center level assurance of quality control. Procedures shall provide for corporate level monitoring to be accomplished through a series of announced and unannounced visits to the center by corporate and regional management, as well as by dedicated contract compliance staff. These visits will include a complete and thorough annual audit with follow-up audits as required. An audit function led by the Corporate Vice President, Contracts Administration, the Corporate Director of Compliance, and the Regional Director of Contract Compliance will conduct the regularly scheduled annual and ad hoc audits and follow-up visits. The Regional Director of Contract Compliance shall coordinate with the Corporate Vice President, Contracts Administration and the Corporate Director of Compliance for the review and approval of the performance of the self-audits and any resulting corrective actions. Center administrative staff will audit all functional areas of the center, as listed in the QCP Document Checklist. The Quality Assurance Manager staffed at the center will be responsible for the organization, planning, and implementation of internal audits and inspections. The Quality Assurance Manager will work with both Regional and Corporate contract staff to ensure the center's compliance with the Government's Quality Assurance Surveillance Plan (QASP).



The center staff, conducting self-audits, and GEO corporate and regional personnel, conducting annual compliance audits, will inspect the following areas on both a scheduled and unscheduled basis:

- Administration and management;
- Center security and control;
- Detainee activities;
- Safety standards;
- Detainee legal resources;
- Detainee care and healthcare; and
- Order.

The QCP shall include the provision for monthly self-audits that include a performance review of the center operations for compliance with the QCP and contract requirements.

GEO is familiar with, and understands, the Government's requirement to monitor the center on an annual basis. Acknowledging that this full-center review will include both announced and unannounced site visits, GEO will ensure the Government shall have unimpeded access to the center. All records, including financial, maintenance, employee, and detainee records will be available for review.

All written audits by the Contracting Officer's Technical Representative (COTR) will be received by the Warden/Facility Administrator and forwarded to GEO's contract compliance personnel at the regional and corporate offices. The center staff will work with corporate and regional staff to investigate any findings of non-compliance and respond with a written statement of corrective actions either taken or planned. For those items that require a corrective period of time to implement, a schedule of action with a timetable for completion will be included.

### **Methodology**

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The over-riding purpose of the QCP is to perpetually self-assess the contract's performance in order to ensure it conforms to performance requirements, identify deficiencies in the quality of services throughout the entire scope of the contract, and implement corrective action before the level of performance becomes unsatisfactory. To accomplish this function, and create a synergy for the QCP, a system of audits has been implemented, specifically for this contract, to monitor all departmental outputs. The plan provides the statistical tracking needed to observe trends and to frequently revisit the contract requirements and client's expectations.

### **Emphasis on Compliance**

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GEO understands its responsibility for compliance with the requirements and performance standards of this contract and the RFP. The Warden/Facility Administrator and staff are primarily responsible for maintaining compliance with all applicable standards. When continuing operations at the Aurora ICE Processing Center, GEO will continue its responsibility to confirm compliance, to recognize areas of non-compliance, to identify corrective action plans and to verify the implementation of improvements. The manner used to accomplish this is through the use of internal self-assessments, and scheduled and unscheduled external compliance reviews by specialized staff in particular areas of corrections with knowledge of the contract.



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As a standard for all GEO contracts, corporate and regional staff will be in daily, weekly, and monthly contact with the Warden/Facility Administrator to gather the information necessary to monitor performance. A variety of GEO corporate and regional personnel representing financial, health services, programs, food service, and general operations areas will take numerous trips to the center in an effort to maintain an efficient QCP. During these visits and throughout the duration of the contract, corporate and regional staff shall remain in constant communication regarding their impressions, findings, and evaluations of personnel, morale, and procedures at our facilities.

The onsite Quality Assurance Manager will be responsible for managing and overseeing the Center’s internal self assessment process, the QCP. The Center’s QCP requires monthly audits by center staff augmented by annual regional staff audits to review the performance of Center operations for compliance with the QCP and compliance with the contract requirements. The plan requires documentation of each audit including a plan for corrective action when appropriate. Concluding each audit a subsequent review is conducted to ensure corrective action was taken as prescribed.

**Supervisory Plan**

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**Persons Conducting Inspections:**

Corporate Vice President, Contract Administration – Extent of Authority: Full authority for directing contract compliance audits including compliance with corrective action.

Corporate Director of Compliance – Extent of Authority: Full authority to convene and conduct all facets of audits to require corrective action and to work with client on pending issues regarding policies and procedures.

Corporate Manager of Compliance – Extent of Authority: Assists in convening and conducting all facets of audits and corrective action, works with the region and facilities on client and pending issues regarding policies and procedures.

Regional Director of Contract Compliance – Extent of Authority: Full authority to conduct all facets of audits to require corrective action and to work with client on pending issues regarding policies and procedures.

Regional Manager of Contract Compliance – Extent of Authority: Full authority for ensuring compliance with contract deliverables required prior to and after the Notice to Proceed is issued. Full authority to conduct audits and monitor compliance with corrective action plans, and will be charged with the responsibility of overseeing compliance with contractual requirements.

Warden/Facility Administrator – Extent of Authority: Full authority for day-to-day operations of the center. Responsible for ensuring quality control procedures are in place and functioning at the Center level.

Quality Assurance Manager – Responsible for managing and overseeing the QCP at the Center.

**Communications Plan**

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While developing the QCP for this Center, GEO welcomes all communications from the Government, and agrees to work closely with the Contracting Officer (CO) or COTR to identify the strategic issues vital to both quality assurance and quality control. GEO will incorporate these requirements into the QCP in order to align the initiatives with those of the Government's QASP and ensure full compliance. Anyone at the GEO corporate office is available at all times for the CO or the COTR to call regarding this contract. For the purposes of consistency and reliability of communication, the following procedures are suggested:

The Warden/Facility Administrator and the Quality Assurance Manager will work with on-site monitoring staff to establish a reliable and confidential relationship wherein day-to-day communications take place at the Center level with compliance reviews, discussions regarding the reviews, and corrective actions.

The COTR and the CO (as well as other Government representatives) are invited to staff meetings regarding the management/operation of the Center. These meetings are critical for Center operations staff to maintain awareness and implement plans regarding improving areas, areas that need work, and areas that need direction.

# **Exhibit B.1**

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00005	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. 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	CODE ICE/DM/DC-LAGUNA	7. ADMINISTERED BY (If other than Item 6) ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room 3104 Attn: Ken Martin, 949-360-3190 Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) GEO GROUP INC THE 621 NW 53RD ST STE 700 BOCA RATON FL 334878242		(x)	9A. AMENDMENT OF SOLICITATION NO.	
CODE 6127064650000 FACILITY CODE			9B. DATED (SEE ITEM 11)	
		x	10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEDM-11-D-00003	
			10B. DATED (SEE ITEM 13) 09/15/2011	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of Both Parties
	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor  is not.  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 612706465

FINANCE POC and Program COR: Amelia Sanchez, amelia.sanchez@dhs.gov, 720-875-2040

The purpose of this modification is to incorporate all of the ICE Performance Based National Detention Standards (PBNDS) 2001 Minimal Standards, several Optimal Standards, and the attached Quality Assurance Surveillance Plan (QASP) (Attachment B). The PBNDS 2011 Standards may be viewed in their entirety at the following link:

[www.ice.gov/detention-standards/2011/](http://www.ice.gov/detention-standards/2011/)

Please see Attachment A of this modification regarding the implementation of the PBNDS 2011  
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Raymond M. Nepsa	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		_____ (Signature of Contracting Officer)	

NSN 7540-01-152-8070  
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243



<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED <b>14</b>	PAGE	OF
	HSCEDM-11-D-00003/P00005	2	2

NAME OF OFFEROR OR CONTRACTOR  
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Optimal Standards.</p> <p>It is agreed that the aforementioned minimum and optimal standards are, herein, incorporated into the IGSA at no additional cost.</p> <p>Within 30 days of execution of this modification the facility shall be compliant with all PBNDS 2011 Standards stated herein.</p> <p>Should there be a conflict between the PBNDS 2011 Standards and any other term and/or condition of the agreement identified in Block 10A of this modification, please contact the Contracting Officer for clarification.</p> <p>All other terms and conditions remain unchanged. Exempt Action: Y</p>				

**COMPLIANCE WITH PBNDS 2011 OPTIMAL PROVISIONS:  
AURORA DETENTION CENTER**

Aurora Detention Center will comply with the following optimal requirements under the ICE 2011 Performance Based National Detention Standards (PBNDS 2011), at no additional cost to the agency:

**Standard 2.1: Admission and Release**

- “Whenever possible, medical personnel shall be present to observe the strip search of a transgender detainee.” *(Section V.B.4.c)*

**Standard 2.12: Special Management Units**

- “Detainees must be evaluated by a medical professional prior to being placed in an SMU.” *(Section V.D)*

**Standard 4.3: Medical Care**

- “Medical facilities within the detention facility shall achieve and maintain current accreditation with the standards of the National Commission on Correctional Health Care (NCCHC), and shall maintain compliance with those standards.” *(Section II.1)*
- “Adequate space and staffing for the use of services of the ICE Tele-Health Systems, inclusive of tele-radiology (ITSP) and tele-medicine, shall be provided.” *(Section II.28)*
- “The facility, when equipped with appropriate technology and adequate space, shall provide for the use of services of the ICE Tele-Health Systems, inclusive of tele-radiology (ITSP), tele-psychiatry and tele-medicine.” *(Section V.DD)*

**Standard 4.4: Medical Care (Women)**

- “The facility’s provision of gynecological and obstetrical health care shall be in compliance with standards set by the National Commission on Correctional Health Care (NCCHC).” *(Section II.1)*

**Standard 4.6: Significant Self-Harm and Suicide Prevention and Intervention**

- “The facility shall be in compliance with standards set by the National Commission on Correctional Health Care (NCCHC) in its provision of preventive supervision, treatment, and therapeutic follow-up for clinically suicidal detainees or detainees at risk for significant self-harm.” *(Section II.3)*

**Standard 4.7: Terminal Illness, Advance Directives, and Death**

- “The facility shall be in compliance with standards set by the National Commission on Correctional Health Care (NCCHC) in its provision of medical care to terminally ill detainees.” *(Section II.2)*

**Standard 5.4: Recreation**

- Administrative Segregation: “Facilities operating at the optimal level will offer detainees at least two hours of recreation or exercise per day, seven days a week.” *(Section V.E)*
- Disciplinary Segregation: “Facilities operating at the optimal level will offer detainees at least one hour of recreation or exercise per day, seven days a week.” *(Section V.E)*
- “Detainees shall have at least four hours a day access, seven days a week, to outdoor recreation, weather and scheduling permitted.” *(Section II.2)*
- “Detainees in the general population shall have access at least four hours a day, seven days a week to outdoor recreation, weather and scheduling permitted. Daily indoor recreation shall also

Attachment A

be available. During inclement weather, detainees shall have access to indoor recreational opportunities with access to natural light.” (*Section V.B*)

- “Facilities operating at the optimal level shall offer access to reading materials, through libraries with regular hours, book carts or other means. Reading materials in English, Spanish and, if practicable, other languages, should be made available.” (*Section V.F*)
- “Facilities shall offer other programmatic activities, such as:
  1. educational classes or speakers;
  2. sobriety programs such as alcoholics anonymous; and
  3. other organized activities or recreational programs.” (*Section V.F*)

**Standard 6.3: Law Libraries and Legal Material**

- “When requested and where resources permit, facilities shall provide detainees meaningful access to law libraries, legal materials, and related materials on a regular schedule and no less than 15 hours per week.” (*Section II.3*)

Attachment A

## QUALITY ASSURANCE SURVEILLANCE PLAN

### 1. INTRODUCTION

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

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

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

### 2. DEFINITIONS

**Performance Requirements Summary (Attachment A):** The Performance Requirements Summary (PRS) communicates what the Government intends to qualitatively inspect. The PRS is based on the American Correctional Association (ACA) Standards for Adult Local Detention Facilities (ALDF) and ICE 2011 Performance Based National Detention Standards (PBNDS). The PRS identifies performance standards grouped into nine functional areas, and quality levels essential for successful performance of each requirement. The PRS is used by ICE when conducting quality assurance surveillance to guide them through the inspection and review processes.

**Functional Area:** A logical grouping of performance standards.

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

**Performance Standards:** The performance standards are established in the ERO ICE 2011 PBNDS at <http://www.ice.gov/detention-standards/2011> as well as the ACA standards for ALDF. Other standards may also be defined in the Agreement.

**Measures:** The method for evaluating compliance with the standards.

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

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

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

#### 4. QUALITY CONTROL PLAN

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

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

The frequency and type of the Service Provider's reviews should be consistent with what is necessary in order to ensure compliance with the performance standards.

The Service Provider is encouraged not to limit its inspection to only the processes outlined in the 2011 PBNDS; however, certain key documents shall be produced by the Service Provider to ensure that the services meet the performance standards. Some of the documentation that shall be generated and made available to the COTR for inspection is listed below. The list is intended as illustrative and is not all-inclusive. The Service Provider shall develop and implement a program that addresses the specific requirement of each standard and the means it will use to document compliance.

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

- Medical records
- Records of investigative actions taken
- Equipment inspections
- System tests and evaluation

## **5. METHODS OF SURVEILLANCE**

ICE will monitor the Service Provider's compliance with the Performance Standards using a variety of methods. All facilities will be subject to a full annual inspection, which will include a review of the Service Provider's QCP activities. In addition, ICE may conduct additional routine, follow-up, or unscheduled ad hoc inspections as necessary (for instance, as a result of unusual incidents or data reflected in routine monitoring). ICE may also maintain an on-site presence in some facilities in order to conduct more regular or frequent monitoring. Inspections and monitoring may involve direct observation of facility conditions and operations, review of documentation (including QCP reports), and/or interviews of facility personnel and detainees.

**5.1 Documentation Requirements:** The Service Provider shall develop and maintain all documentation as prescribed in the PBNDS (e.g., post logs, policies, and records of corrective actions). In addition to the documentation prescribed by the standards, the Service Provider shall also develop and maintain documentation that demonstrates the results of its own inspections as prescribed in its QCP. The Government may review 100% of the documents, or a representative sample, at any point during the period of performance.

## **6. FUNCTIONAL PERFORMANCE AREAS AND STANDARDS**

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

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

## **7. FAILURE TO MEET PERFORMANCE STANDARDS**

Performance of services in conformance with the PRS standards is essential for the Service Provider to receive full payment as identified in the Agreement. The Contracting Officer may take withholdings or deductions against the monthly invoices for unsatisfactory performance documented through surveillance of the Service Provider's activities gained through site inspections, reviews of documentation (including monthly QCP reports), interviews and other

feedback. As a result of its surveillance, the Service Provider will be assigned the following rating relative to each performance standard:

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

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

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

Further, a deficiency found in one functional area may tie into another. If a detainee escaped, for example, a deficiency would be noted in “Security,” but may also relate to a deficiency in the area of “Administration and Management.” In no event will the withhold or deduction exceed 100% of the invoice amount.

**8. NOTIFICATIONS**

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

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

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



## **9. DETAINEE OR MEMBER OF THE PUBLIC COMPLAINTS**

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

## **10. ATTACHMENTS**

- A. Performance Requirements Summary
- B. Contract Discrepancy Report

Attachment A – Performance Requirements Summary

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD (PBNDS 2011)	WITHHOLDING CRITERIA
<p><b>Safety (20%)</b> Addresses a safe work environment for staff, volunteers, contractors and detainees</p>	<p><b>PBNDS References: Part 1 - SAFETY</b> 1.1 Emergency Plans; 1.2 Environmental Health and Safety; 1.3 Transportation (by Land).</p>	<p>A Contract Discrepancy Report that cites violations of cited PBNDS and PWS (contract) sections that provide a safe work environment for staff, volunteers, contractors and detainees, permits the Contract Officer to withhold or deduct up to <b>20%</b> of a month invoice until the Contract Officer determines there is full compliance with the standard or section.</p>
<p><b>Security (20%)</b> Addresses protection of the community, staff, contractors, volunteers and detainees from harm</p>	<p><b>PBNDS References: Part 2 - SECURITY</b> 2.1 Admission and Release; 2.2 Classification System; 2.3 Contraband; 2.4 Facility Security and Control; 2.5 Funds and Personal Property; 2.6 Hold Rooms in Detention Facilities; 2.7 Key and Lock Control; 2.8 Population Counts; 2.9 Post Orders; 2.10 Searches of Detainees; 2.11 Sexual Abuse and Assault Prevention and Intervention; 2.12 Special Management Units; 2.13 Staff-Detainee Communication; 2.14 Tool Control; 2.15 Use of Force and Restraints.</p>	<p>A Contract Discrepancy Report that cites violations of PBNDS and PWS (contract) sections that protect the community, staff, contractors, volunteers, and detainees from harm, permits the Contract Officer to withhold or deduct up to <b>20%</b> of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.</p>
<p><b>Order (10%)</b> Addresses contractor responsibility to maintain an orderly environment with clear expectations of behavior and systems of accountability</p>	<p><b>PBNDS Reference: Part 3 - ORDER</b> 3.1 Disciplinary System.</p>	<p>A Contract Discrepancy Report that cites violations of PBNDS and PWS (contract) sections that maintain an orderly environment with clear expectations of behavior and systems of accountability permits the Contract Officer to withhold or deduct up to <b>10%</b> of a monthly invoice until the Contract Officer determines there is full compliance with the standard of section.</p>
<p><b>Care (20%)</b> Addresses contractor responsibility to provide for the basic needs and personal care of detainees</p>	<p><b>PBNDS References: Part 4 - CARE</b> 4.1 Food Service; 4.2 Hunger Strikes; 4.3 Medical Care; 4.4 Personal Hygiene; 4.5 Suicide Prevention and Intervention; 4.6 Terminal Illness, Advanced Directives, and Death.</p>	<p>A Contract Discrepancy Report that cites violations of PBNDS and PWS (contract) sections that provide for the basic needs and personal care of detainees, permits the Contract Officer to withhold or deduct up to <b>20%</b> of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.</p>
<p><b>Activities (10%)</b> Addresses contractor responsibilities to reduce the negative effects of confinement</p>	<p><b>PBNDS References: Part 5 - ACTIVITIES</b> 5.1 Correspondence and Other Mail; 5.2 Escorted Trips for Non-Medical Emergencies; 5.3 Marriage Requests; 5.4 Recreation; 5.5 Religious Practices; 5.6 Telephone Access; 5.7 Visitation; 5.8 Voluntary Work Program.</p>	<p>A Contract Discrepancy Report that cites violations of PBNDS and PWS (contract) sections that reduce the negative effects of confinement permits the Contract Officer to withhold or deduct up to <b>10%</b> of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.</p>
<p><b>Justice (10%)</b> Addresses contractor responsibilities to treat detainees fairly and respect their legal rights</p>	<p><b>PBNDS References: Part 6 - JUSTICE</b> 6.1 Detainee Handbook; 6.2 Grievance System; 6.3 Law Libraries and Legal Materials; 6.4 Legal Rights Group Presentations.</p>	<p>A Contract Discrepancy Report that cites violations of PBNDS and PWS (contract) sections that treat detainees fairly and respect their legal rights, permits the Contract Officer to withhold or deduct up to <b>10%</b> of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.</p>

Attachment A – Performance Requirements Summary

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD (PBNDS 2011)	WITHHOLDING CRITERIA
<p><b>Administration and Management (10%)</b> Addresses contractor responsibilities to administer and manage the facility in a professional and responsible manner consistent with legal requirements</p>	<p><b>PBNDS References: Part 7 --ADMIN &amp; MANAGEMENT</b> 7.1 Detention Files; 7.2 News Media Interviews and Tours; 7.3 Staff Training; 7.4 Transfer of Detainees;</p> <p><b>Accommodations for the Disabled, 4-ALDF-6B-04, 4-ALDF-6B-07</b></p>	<p>A Contract Discrepancy Report that cites violations of PBNDS and PWS (contract) sections that require the Contractor’s administration and management of the facility in a professional and responsible manner consistent with legal requirements, permits the Contract Officer to withhold or deduct up to <b>10%</b> of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.</p>
<p><b>Workforce Integrity (10%)</b> Addresses the adequacy of the detention/correctional officer hiring process, staff training and licensing/certification and adequacy of systems</p>	<p><b>Staff Background and Reference Checks (Contract) 4-ALDF-7B-03</b></p> <p><b>Staff Misconduct 4-ALDF-7B-01</b></p> <p><b>Staffing Pattern Compliance within 10% of required (Contract) 4-ALDF-2A-14</b></p> <p><b>Staff Training, Licensing, and Credentialing (Contract) 4-ALDF-4D-05, 4-ALDF-7B-05, 4-ALDF-7B-08</b></p>	<p>A Contract Discrepancy Report that cites violations of the ALDF Standards associated with Workforce Integrity and PWS (contract) sections permits the Contract Officer to withhold or deduct up to <b>10%</b> of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.</p>
<p><b>Detainee Discrimination (10%)</b> Addresses the adequacy of policies and procedures to prevent discrimination against detainees based on their gender, race, religion, national origin, or disability</p>	<p><b>Discrimination Prevention 4-ALDF-6B-02-03</b></p>	<p>A Contract Discrepancy Report that cites violations of the ALDF Standards associated with Detainee Discrimination and PWS (contract) sections permits the Contract Officer to withhold or deduct up to <b>10%</b> of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.</p>



Attachment B – Contract Discrepancy Report

<b>CONTRACT DISCREPANCY REPORT</b>			1. CONTRACT NUMBER
<b>Report Number:</b>			<b>Date:</b>
2. TO: (Contractor and Manager Name)		3. FROM: (Name of COTR)	
<b>DATES</b>			
CONTRACTOR NOTIFICATION	CONTRACTOR RESPONSE DUE BY	RETURNED BY CONTRACTOR	ACTION COMPLETE
4. DISCREPANCY OR PROBLEM <i>(Describe in Detail: Include reference in PWS / Directive: Attach continuation sheet if necessary.)</i>			
5. SIGNATURE OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)			
6. TO: (COTR)		7. FROM: (Contractor)	
8. CONTRACTOR RESPONSE AS TO CAUSE, CORRECTIVE ACTION AND ACTIONS TO PREVENT RECURRENCE. ATTACH CONTINUATION SHEET IF NECESSARY. <i>(Cite applicable Q.A. program procedures or new A.W. procedures.)</i>			
9. SIGNATURE OF CONTRACTOR REPRESENTATIVE			10. DATE
11. GOVERNMENT EVALUATION OF CONTRACTOR RESPONSE/RESOLUTION PLAN: <i>(Acceptable response/plan, partial acceptance of response/plan, rejection: attach continuation sheet if necessary)</i>			
12. GOVERNMENT ACTIONS <i>(Payment withholding, cure notice, show cause, other.)</i>			
<b>CLOSE OUT</b>			
	NAME AND TITLE	SIGNATURE	DATE
CONTRACTOR NOTIFIED			
COTR			
CONTRACTING OFFICER			

B-1

Attachment B

# Exhibit C

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE OF PAGES 1 : 108	
2. CONTRACT (Proc. Inst. Ident.) NO. HSCFOP-06-D-00010				3. EFFECTIVE DATE 10/01/2006		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. FDNDRO070027	
5. ISSUED BY U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536		CODE ICE		6. ADMINISTERED BY (if other than item 5) U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536		CODE ICE	
7. NAME AND ADDRESS OF CONTRACTOR (No. Street, City, Country, State and ZIP Code)  THE GEO GROUP INC 621 NW 53RD ST STE 700 BOCA RATON FL 334878242				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)		9. DISCOUNT FOR PROMPT PAYMENT  Net 30	
10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN				ITEM			
CODE 6127064650000		FACILITY CODE					
11. SHIP TO/MARK FOR Immigration and Customs Enforcement 425 I Street NW Rm 2208 Washington DC 20536		CODE ICE		12. PAYMENT WILL BE MADE BY Dallas Finance Center P.O. Box 561567 Attn: Bolton/Sheffield Dallas TX 75356-1567		CODE	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 19 U.S.C. 2304 (c) ( ) <input type="checkbox"/> 41 U.S.C. 253 (c) ( )				14. ACCOUNTING AND APPROPRIATION DATA SEE ATTACHMENT A			
15A. ITEM NO		15B. SUPPLIES/SERVICES		15C. QUANTITY		15D. UNIT	
						15E. UNIT PRICE	
						15F. AMOUNT	
Continued							
15G. TOTAL AMOUNT OF CONTRACT						\$0.00	
<b>16. TABLE OF CONTENTS</b>							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION/CONTRACT FORM		X	I	CONTRACT CLAUSES	31
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	41	X	J	LIST OF ATTACHMENTS	34
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	1		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE	1		L	INSTRS. CONDS. AND NOTICES TO OFFERORS	
	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					
<b>CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE</b>							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any condition sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print) Ron Maddux Vice President - Project Development				20A. NAME OF CONTRACTING OFFICER Deborah Locke			
19B. NAME OF CONTRACTOR BY 		19C. DATE SIGNED 09/29/06		20B. UNITED STATES OF AMERICA BY 		20C. DATE SIGNED 9/29/06	
NSN 7540-01-152-0089 PREVIOUS EDITION IS UNUSABLE				STANDARD FORM 28 (Rev. 4-85) Prescribed by GSA FAR (48 CFR) 53.214(a)			

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	HSCEOP-06-D-00010	2	108

NAME OF OFFEROR OR CONTRACTOR

THE GEO GROUP INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Tax ID Number: 65-0043078 DUNS Number: 612706465 FOB: Destination Period of Performance: 10/01/2006 to 05/31/2006  THIS LINE ITEM REPRESENTS THE MINIMUM GUARANTEE FOR THE BASE TERM OF 10/1/06 - 5/31/07. IT IS BASED ON 243 DAYS USINGING 300 BEDS EACH DAY WHICH EQUALS 72900 BED DAYS.				
0001	BED DAY MINIMUM GUARANTEE INCLUDES HEALTH CARE  Accounting Info: SEE ATTACHMENT A \$0.00 (Subject to Availability of Funds) Period of Performance: 10/01/2006 to 05/31/2007	72900	BD	130.10	0.00
0002	NON EMERGENCY MEDICAL CARE Fully Funded Obligation Amount\$0.00  THIS CLIN IS FOR BEDS NEEDED IN EXCESS OF THE MINIMUM GURANTEE OF 300. THERE ARE 100 ADDITIONAL BEDS WHICH MAKES FOR A MAXIMUM QUANTITY OF 400 TOTAL.				0.00
0003	BED DAY RATE FOR REQUIREMENT IN EXCESS OF 300 INCLUDES DAILY HEALTH CARE AVAILABILITY. Fully Funded Obligation Amount\$0.00  THIS LINE ITEM REPRESENTS THE MINIMUM GUARANTEE FOR THE BASE TERM OF 6/1/07 - 5/31/08. IT IS BASED ON 365 DAYS USINGING 300 BEDS EACH DAY WHICH EQUALS TO 109,500 BED DAYS.	24300	BD	18.38	0.00
1001	BED DAY MINIMUM GUARANTEE (NO HEALTH CARE) Amount: \$13,463,025.00 (Option Line Item) 06/01/2007  THIS CLIN IS FOR BEDS NEEDED IN EXCESS OF THE MINIMUM GURANTEE OF 300. THERE ARE 100 ADDITIONAL BEDS WHICH MAKES FOR A MAXIMUM QUANTITY OF 400 TOTAL.	109500	BD	122.95	0.00
1002	BED DAY RATE FOR REQUIREMENT IN EXCESS OF 300 Continued ...	36500	BD	9.98	0.00

NSN 7540-01-102-8087

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

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	HSCEOP-06-D-00010	3	108

NAME OF OFFEROR OR CONTRACTOR

THE GEO GROUP INC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>INCLUDES DAILY HEALTH CARE AVAILABILITY. Amount: \$364,270.00 (Option Line Item) 06/01/2007 Fully Funded Obligation Amount \$0.00</p> <p>THIS LINE ITEM REPRESENTS THE MINIMUM GUARANTEE FOR THE BASE TERM OF 6/1/08 - 5/31/09. IT IS BASED ON 365 DAYS USING 300 BEDS EACH DAY WHICH EQUALS TO 109,500 BED DAYS.</p>				
2001	<p>BED DAY MINIMUM GUARANTEE (NO HEALTH CARE) Amount: \$13,528,725.00 (Option Line Item) 06/01/2008</p> <p>THIS CLIN IS FOR BEDS NEEDED IN EXCESS OF THE MINIMUM GUARANTEE OF 300. THERE ARE 100 ADDITIONAL BEDS WHICH MAKES FOR A MAXIMUM QUANTITY OF 400 TOTAL.</p>	109500	BD	123.55	0.00
2002	<p>BED DAY RATE FOR REQUIREMENT IN EXCESS OF 300 INCLUDES DAILY HEALTH CARE AVAILABILITY. Amount: \$377,410.00 (Option Line Item) 06/01/2008 Fully Funded Obligation Amount \$0.00</p> <p>THIS LINE ITEM REPRESENTS THE MINIMUM GUARANTEE FOR THE BASE TERM OF 6/1/09 - 5/31/10. IT IS BASED ON 365 DAYS USING 300 BEDS EACH DAY WHICH EQUALS TO 109,500 BED DAYS.</p>	36500	BD	10.34	0.00
3001	<p>BED DAY MINIMUM GUARANTEE (NO HEALTH CARE) Amount: \$13,610,850.00 (Option Line Item) 06/01/2009</p> <p>THIS CLIN IS FOR BEDS NEEDED IN EXCESS OF THE MINIMUM GUARANTEE OF 300. THERE ARE 100 ADDITIONAL BEDS WHICH MAKES FOR A MAXIMUM QUANTITY OF 400 TOTAL.</p>	109500	BD	124.30	0.00
3002	<p>BED DAY RATE FOR REQUIREMENT IN EXCESS OF 300 INCLUDES DAILY HEALTH CARE AVAILABILITY. Amount: \$390,550.00 (Option Line Item) 06/01/2009 Fully Funded Obligation Amount \$390,550.00</p> <p>THIS LINE ITEM REPRESENTS THE MINIMUM GUARANTEE FOR THE BASE TERM OF 6/1/10 - 5/31/11. IT IS BASED ON 365 DAYS USING 300 BEDS EACH DAY WHICH EQUALS TO 109,500 BED DAYS.</p> <p>Continued ...</p>	36500	BD	10.70	0.00

NSN 7540-01-152-8067

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



<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	HSCEOP-06-D-00010	4	108

NAME OF OFFEROR OR CONTRACTOR

THE GEO GROUP INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
4001	<p>BED DAY MINIMUM GUARANTEE (NO HEALTH CARE) Amount: \$13,692,975.00 (Option Line Item) 06/01/2010</p> <p>THIS CLIN IS FOR BEDS NEEDED IN EXCESS OF THE MINIMUM GURANTEE OF 300. THERE ARE 100 ADDITIONAL BEDS WHICH MAKES FOR A MAXIMUM QUANTITY OF 400 TOTAL.</p>	109500	BD	125.05	0.00
4002	<p>BED DAY RATE FOR REQUIREMENT IN EXCESS OF 300 INCLUDES DAILY HEALTH CARE AVAILABILITY. Amount: \$404,420.00 (Option Line Item) 06/01/2010 Fully Funded Obligation Amount \$404,420.00</p> <p>The total amount of award: \$65,788,800.00. The obligation for this award is shown in box 15G.</p>	36500	BD	11.08	0.00

NSN 7540-01-152-8067

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

## Description/Specifications

### PERFORMANCE WORK STATEMENT

#### 1 Definitions

ACA: American Correctional Association.

ALDF: Adult Local Detention Facilities.

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

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

BOOKING: It is a procedure for the admission of an ICE detainee, which includes searching, fingerprinting, photographing, medical screening, and collecting personal history data. Booking also includes the inventory and storage of the individual's accompanying personal property.

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

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

CONTRACTOR: The entity, which provides the services, described in this Performance Work Statement.

CONTRACTING OFFICER: 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.

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

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.

DESIGNATED SERVICE OFFICIAL: An employee of U. S. Immigration and Customs Enforcement designated in writing by ICE Officer-In-Charge (OIC) to represent ICE on matters pertaining to the operation of the facility.

DETAINEE: Any person confined under the auspices and the authority of any Federal agency. Many of those being detained may have substantial and varied criminal histories.

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.

DIRECT SUPERVISION: A method of detainee management that ensures continuing direct contact between detainees and staff by posting an officer(s) inside each housing unit. Officers in general housing units are not separated from detainees by a physical barrier. Officers provide frequent, non-scheduled observation of and personal interaction with detainees.

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

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

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

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.

FACILITY: The physical plant and grounds in which The Contractor's services are

operated.

FACILITY ADMINISTRATOR: The official, regardless of local title (e.g., jail administrator, Facility Director, superintendent) who has the ultimate responsibility for managing and operating the contract detention facility. The qualifications for the holder of this office shall be consistent with ACA standards.

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

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

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

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

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.

MEDICAL SCREENING: A system of structured observation and/or initial health assessment to identify newly arrived detainees who could pose a health or safety threat to themselves or others.

ON CALL/REMOTE CUSTODY OFFICER POST: These posts shall be operated on demand by the COTR and shall include, is not limited to, escorting and custody of detainees for hearings, ICE interviews, and any other location requested by the COTR.

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.

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.

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

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

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

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

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

STANDING MEDICAL ORDERS: Written orders, by a physician, to medical personnel for the definitive treatment of identified minor, self-limiting conditions and for on-site treatment of emergency conditions.

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

TRANSPORTATION COSTS: All materials, equipment and labor necessary to respond to requests by designated officials for secure movement of detainees from place to place necessary for processing, hearings, interviews, etc.

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

## 2 Introduction

This Performance Work Statement (PWS) sets forth the contract performance requirements for the management and operation of a Contractor-owned/Contractor-operated detention facility for federal detainees. The population will be comprised of individuals charged with federal offenses and detained while awaiting trial or sentencing, a hearing on their immigration status, or deportation.

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

An existing facility shall be provided to accommodate up to 400 detainees at a single site. In addition, the institution shall include a special housing unit (segregation) with a capacity of at least 10 percent of the facility rated capacity.

The facility shall be located within the geopolitical boundaries of Denver, Colorado. The facility shall be located within a fifteen (15) mile radius of Denver International Airport with appropriate proximity and access to emergency services (medical, fire protection, law enforcement, etc.).

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

Within 60 days following contract award, the Contractor shall notify the Contracting Officer (CO) the facility is ready to begin accepting detainees. This may occur earlier at the request of the Contractor, but only if the CO, upon verification of DRO, determines the Contractor is capable of accepting detainees.

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

If the CO determines the Contractor is capable of accepting detainees, the NTP will be issued. The Contractor shall be prepared to accept detainees immediately upon issuance of the NTP.

Unless otherwise specified, all plans, policies and procedures, including those identified in the ACA standards, shall be developed by the Contractor and submitted in writing to the CO for review and concurrence prior to issuance of the NTP. Once concurrence has been granted, these plans, policies and procedures shall not be modified without the prior written acknowledgment of the CO. The Contractor does not have a right of refusal and shall take all referrals from ICE. The contractor is prohibited from constructing any additional beds space or facilities at the contract location without the prior written approval of the CO.

### 3 General

All services and programs shall comply with the PWS; the U.S. Constitution; all applicable federal, state and local laws and regulations; applicable Presidential Executive Orders (E.O.); all applicable case law; and Court Orders. Should a conflict exist between any of the aforementioned standards, the most stringent standard shall apply. When a conflict exists and a conclusion cannot be made as to which standard is more stringent, the Contracting Officer (CO) shall determine the appropriate standard. The Contractor

shall comply with, DHS, ICE regulation, Congressional mandate, Federal law or E.O. Should the Government invoke such changes, the Contractor retains rights and remedies (i.e., equitable adjustment) under the terms and conditions of the contract.

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

Unless otherwise specified by the CO, the Contractor is required to perform in accordance with the most current Functional Areas (as outlined in the Performance Requirement Summary), ICE Detention Standards, and American Correctional Association (ACA) Performance-Based Standards for Adult Local Detention Facilities (ALDF).

If applicable, the Contractor shall obtain ACA accreditation within 24 months of NTP and shall maintain continual compliance with applicable ACA standards and supplements during the performance of the contract, unless otherwise specified by the CO. Once full accreditation has been obtained, the Contractor shall maintain this accreditation throughout the life of the contract, inclusive of any option periods exercised.

Accomplishments of some ACA standards are augmented by DHS/ICE policy and/or procedure. In these instances, the PWS identifies and provides direction for the enhanced requirements. In cases where other standards conflict with DHS/ICE policy or standards, DHS/ICE policy and standards prevail. All policies referred to in this document can be referenced in the agency's on-line website.

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

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

All records related to contract performance should be retained in a retrievable format for three (3) years. Except as otherwise expressly provided in this PWS, the Contractor shall, upon completion or termination of the resulting contract, transmit to the Government any records related to performance of the contract.

The Contractor shall comply with all statutes, regulations and guidelines from the National Archives and Records Administration. Records and information management functions are required and mandated by the following regulations: 44 U.S.C., 21, 29, 31 and 33; 36 CFR 12; 41 CFR 201 subchapters A and B; OMB Circular A-130. Criminal penalties for unlawfully destroying, damaging or removing federal records are addressed in 18 USC 2071, 793, 794 and 7989.

The Contractor shall protect, defend, indemnify, save and hold harmless the United States

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

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

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

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

The Contractor shall notify the CO when a member of the United States Congress requests information or makes a request to visit the facility. The Contractor shall coordinate all public information related issues with the CO. All press statements and releases shall be cleared, in advance, with the CO. The Contractor shall promptly make public announcements stating the facts of unusual newsworthy incidents to local media. Examples of such events include, but are not limited to: deaths, escapes from custody, and facility emergencies.

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

### 3.1 Contractor's Failure to Perform Required Services

The rights of the Government and remedies described in this section are in addition to all other rights and remedies set forth in this solicitation. Specifically, the Government reserves its rights under the Inspection of Services and Termination clauses. Any



8.2 Manage a detainee death in accordance with ICE policy established regarding terminal illness, advance Directives, and Death.

In the event of a detainee death, the Contractor shall immediately notify the CO and submit a written report within 24 hours. The Contractor shall fingerprint the deceased. Staff members performing the fingerprinting shall date and sign the fingerprint card to ensure that a positive identification has been made and file the card in the detainee's file. Personal property of the deceased shall be inventoried and forwarded to the designated family member, the nearest of kin or the Consular Officer of the detainee's country of legal residence.

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

The Contractor shall establish coroner notification procedures outlining such issues as performance of an autopsy, which will perform the autopsy, obtaining state-approved death certificates, and local transportation of the body. The Contractor shall ensure the body is turned over to the designated family member, the nearest of kin or the Consular Officer of the detainee's country of legal residence.

## 9 Food Service

### 9.1 Manage food service program in a safe and sanitary environment

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

The Contractor shall identify, develop, and manage food service program policy, procedures, and practices in accordance with the ICE policy on Food Service.

## 10 Detainee Services and Programs

### 10.1 Manage Detainee Mail and Correspondence Service

The Contractor shall ensure that detainees send and receive correspondence in a timely manner, subject to the limitations required for the safety, security, and orderly operation of the facility. The mail service will meet all requirements of the ICE policy on Correspondence and Other Mail.

### 10.2 Manage Multi-Denominational Religious Services Program

The Contractor shall ensure detainees of different religious beliefs will be provided reasonable and equitable opportunity to practice their respective faiths. The religious services program will comply with all elements of the ICE standard on Religious Practices.

10.3 Provide for a Detainee Recreation Program

The Contractor shall develop adequate and meaningful recreation programs for detainees at the facility. The Contractor shall ensure that sufficient correctional staff members are assigned to supervise all recreation activities.

10.4 Manage and Maintain a Commissary

A commissary shall be operated by the Contractor as a privilege to detainees who will have the opportunity to purchase from the commissary at least once per week. These items will not include those items prohibited by ICE policy. The commissary inventory shall be provided to the CO upon request. The Contractor may assess sales tax to the price of items, if state sales tax is applicable.

Revenues are to be maintained in a separate account and not commingled with any other funds. If funds are placed in an interest bearing account, the interest earned must be credited to the detainee. Any expenditure of funds from the account shall only be made with the approval of the Contracting Officer. Any revenues earned in excess of those needed for commissary operations shall be used solely to benefit detainees at the facility. Profits may also be used to offset commissary staff salaries. The Contractor shall provide independent auditor certification of the funds to the COTR every 90 days.

At the end of the contract period, or as directed by the Contracting Officer, a check for any balance remaining in this account shall be made payable to the *Treasury General Trust Fund* and given/transmitted to the Contracting Officer.

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

10.5 Manage and Maintain a Detainee Telephone System

Provide detainees with reasonable and equitable access to telephones as specified in ICE policy on Telephone Access. Telephones shall be located in an area that provides for a reasonable degree of privacy and a minimal amount of environmental noise during phone calls.

If authorized to do so under applicable law, the Contractor shall monitor and record detainee conversations. If detainee telephone conversations can be monitored under applicable law, the Contractor shall provide notice to detainees of the potential for monitoring. However, the Contractor shall also provide procedures at the facility for detainees to be able to place unmonitored telephone calls to their attorneys.

Telephone rates shall not exceed the dominant carrier tariff rate and shall conform to all applicable federal, state and local telephone regulations.

10.6 Manage a Detainee Work Program

Detainee labor shall be used in accordance with the detainee work plan developed by the Contractor. The detainee work plan must be voluntary, and may include work or program assignments for industrial, maintenance, custodial, service or other jobs. The detainee work program shall not conflict with any other requirements of the contract and must comply with all applicable laws and regulations. (**Attachment 3** - ICE Voluntary Work Program Form)

Detainees shall not be used to perform the responsibilities or duties of an *Employee* of the Contractor. Appropriate safety/protective clothing and equipment shall be provided to detainee workers as appropriate. Detainees shall not be assigned work that is considered hazardous or dangerous. This includes, but is not limited to, areas or assignments requiring great heights, extreme temperatures, use of toxic substances and unusual physical demands.

#### 10.7 Provide for the Special Needs of the Female Detainee Population

The Government will be responsible for addressing female health care issues and for providing programs and services relative to the female gender.

#### 10.8 Law Library

The Contractor shall provide secure space within the secure perimeter, either a dedicated room or a multipurpose room for books and materials to provide a reading area "Law Library" - in accordance with the ICE Legal Materials Access Standard.

#### 11 Physical Plant

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

The facility, whether new construction or an existing physical plant, shall be designed, constructed, operated and maintained in accordance with all applicable federal, state and local laws, regulations, codes, guidelines and policies. In the event of a conflict between federal, state, or local codes, regulations or requirements, the most stringent shall apply. In the event there is more than one reference to a safety, health or environmental requirement in an applicable law, standard, code, regulation or Government policy, the most stringent requirement shall apply.

The institution shall provide housing configurations commensurate with the security needs of the population.

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

The facility, whether new construction or existing physical plant, shall comply with 40

LIST OF EXHIBITS

The following lists of exhibits are part of this PWS.

<b>EXHIBIT</b>	<b>TITLE</b>
ATTACHMENT 1	Wage Determination
ATTACHMENT 2	Scope and Coverage of a Limited Background Investigation (LBI)
ATTACHMENT 3	Standards of Contractor Employee Conduct and Responsibility
ATTACHMENT 4	Transportation
ATTACHMENT 5	EOIR Space Requirements
ATTACHMENT 6	Detainee Voluntary Work Program Agreement Service Processing Center/Contract
ATTACHMENT 7	Medical Services Statement of Work for Base term

**Inspection and Acceptance**

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

**Deliveries or Performance**

**52.242-15 Stop-Work Order. (AUG 1989)**

**52.242-17 Government Delay of Work. (APR 1984)**

**Contract Clauses**

**52.202-1 Definitions. (JUL 2004)**

**52.203-5 Covenant Against Contingent Fees. (APR 1984)**

**52.203-6 Restrictions on Subcontractor Sales to the Government. (JUL 1995)**

**52.203-7 Anti-Kickback Procedures. (JUL 1995)**

**52.203-10 Price or Fee Adjustment for Illegal or Improper Activity. (JAN 1997)**

**52.204-7 Central Contractor Registration. (JUL 2006)**

**52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (JAN 2005)**

**52.215-2 Audit and Records - Negotiation. (JUN 1999)**

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

**52.215-10 Price Reduction for Defective Cost or Pricing Data. (OCT 1997)**

**52.215-11 Price Reduction for Defective Cost or Pricing Data - Modifications. (OCT 1997)**

**52.215-12 Subcontractor Cost or Pricing Data. (OCT 1997)**

**52.215-13 Subcontractor Cost or Pricing Data - Modifications. (OCT 1997)**

**52.216-6 Price Redetermination - Retroactive. (OCT 1997)**

(a) *General.* The unit price and the total price stated in this contract shall be redetermined in accordance with this clause, but in no event shall the total amount paid under this contract exceed [insert dollar amount of ceiling price].

(b) *Definition.* Costs, as used in this clause, means allowable costs in accordance with Part 31 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract.

(c) *Data submission.* (1) Within [Contracting Officer insert number of days] days after delivery of all supplies to be delivered and completion of all services to be performed under this contract, the Contractor shall submit -

(i) Proposed prices;

(ii) A statement in the format of Table 15-2, FAR 15.408, or in any other form on which the parties may agree, of all costs incurred in performing the contract; and

(iii) Any other relevant data that the Contracting Officer may reasonably require.

(2) If the Contractor fails to submit the data required by subparagraph (c)(1) of this section within the time specified, the Contracting Officer may suspend payments under this contract until the data are furnished. If it is later determined that the Government has overpaid the Contractor, the excess shall be repaid to the Government immediately. Unless repaid within 30 days after the end of the data submittal period, the amount of the excess shall bear interest, computed from the date the data were due to the date of repayment, at the rate established in accordance with the Interest clause.

(d) *Price determination.* Upon the Contracting Officer's receipt of the data required by paragraph (c) of this section, the Contracting Officer and the Contractor shall promptly negotiate to redetermine fair and reasonable prices for supplies delivered and services performed by the Contractor under this contract.

(e) *Contract modification.* The negotiated redetermination of price shall be evidenced by a modification to this contract, signed by the Contractor and the Contracting Officer.

(f) *Adjusting billing prices.* Pending execution of the contract modification (see paragraph (e) of this section), the Contractor shall submit invoices or vouchers in accordance with billing prices stated in this contract. If at any time it appears that the then-current billing prices will be substantially greater than the estimated final prices, or if the Contractor submits data showing that

the redetermined prices will be substantially greater than the current billing prices, the parties shall negotiate an appropriate decrease or increase in billing prices. Any billing price adjustment shall be reflected in a contract modification and shall not affect the redetermination of prices under this clause. After the contract modification for price redetermination is executed, the total amount paid or to be paid on all invoices or vouchers shall be adjusted to reflect the agreed-upon prices, and any resulting additional payments, refunds, or credits shall be made promptly.

(g) *Quarterly limitation on payments statement.* This paragraph (g) shall apply until final price redetermination under this contract has been completed.

(1) Within 45 days after the end of the quarter of the Contractor's fiscal year in which a delivery is first made (or services are first performed) and accepted by the Government under this contract, and for each quarter thereafter, the Contractor shall submit to the contract administration office (with a copy to the contracting office and the cognizant contract auditor), a statement, cumulative from the beginning of the contract, showing -

(i) The total contract price of all supplies delivered (or services performed) and accepted by the Government and for which final prices have been established;

(ii) The total costs (estimated to the extent necessary) reasonably incurred for, and properly allocable solely to, the supplies delivered (or services performed) and accepted by the Government and for which final prices have not been established;

(iii) The portion of the total interim profit (used in establishing the initial contract price or agreed to for the purpose of this paragraph (g)) that is in direct proportion to the supplies delivered (or services performed) and accepted by the Government and for which final prices have not been established; and

(iv) The total amount of all invoices or vouchers for supplies delivered (or services performed) and accepted by the Government (including amounts applied or to be applied to liquidate progress payments).

(2) Notwithstanding any provision of this contract authorizing greater payments, if on any quarterly statement the amount under subdivision (g)(1)(iv) of this section exceeds the sum due the Contractor, as computed in accordance with subdivisions (g)(1)(i), (ii), and (iii) of this section, the Contractor shall immediately refund or credit to the Government the amount of this excess. The Contractor may, when appropriate, reduce this refund or credit by the amount of any applicable tax credits due the contractor under 26 U.S.C. 1481 and by the amount of previous refunds or credits effected under this clause. If any portion of the excess has been applied to the liquidation of progress payments, then that portion may, instead of being refunded, be added to the unliquidated progress payment account, consistent with the Progress Payments clause. The Contractor shall provide complete details to support any claimed reduction in refunds.

(3) If the Contractor fails to submit the quarterly statement within 45 days after the end of each quarter and it is later determined that the Government has overpaid the Contractor, the Contractor shall repay the excess to the Government immediately. Unless repaid within 30 days after the end of the statement submittal period, the amount of the excess shall bear interest, computed from the date the quarterly statement was due to the date of repayment, at the rate established in accordance with the Interest clause.

(h) *Subcontracts.* No subcontract placed under this contract may provide for payment on a cost-plus-a-percentage-of-cost basis.

(i) *Disagreements.* If the Contractor and the Contracting Officer fail to agree

upon redetermined prices within 60 days (or within such other period as the parties agree) after the date on which the data required by paragraph (c) of this section are to be submitted, the Contracting Officer shall promptly issue a decision in accordance with the Disputes clause. For the purpose of paragraphs (e), (f), and (g) of this section, and pending final settlement of the disagreement on appeal, by failure to appeal, or by agreement, this decision shall be treated as an executed contract modification.

(j) *Termination.* If this contract is terminated before price redetermination, prices shall be established in accordance with this clause for completed supplies and services not terminated. All other elements of the termination shall be resolved in accordance with other applicable clauses of this contract.

(End of clause)

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

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from time of awardthrough contract completion.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered issued when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

**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 [insert dollar figure or quantity], the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

- (1) Any order for a single item in excess of [insert dollar figure or quantity];
- (2) Any order for a combination of items in excess of [insert dollar figure or quantity]; or
- (3) A series of orders from the same ordering office within [ ]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 [ ]days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

**52.216-22 Indefinite Quantity. (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

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

(End of clause)

**52.217-8 Option to Extend Services. (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within [*insert the period of time within which the Contracting Officer may exercise the option*].

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within [*insert the period of time within which the Contracting Officer may exercise the option*]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least [ ]days (*60 days unless a different number of days is inserted*) before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed [ ](months)(years).

(End of clause)

**52.219-16 Liquidated Damages - Subcontracting Plan. (JAN 1999)**



- 52.222-1 Notice to the Government of Labor Disputes. (FEB 1997)
- 52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation. (JUL 2005)
- 52.222-26 Equal Opportunity. (APR 2002)
- 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans. (DEC 2001)
- 52.222-36 Affirmative Action for Workers with Disabilities. (JUN 1998)
- 52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans. (DEC 2001)
- 52.222-41 Service Contract Act of 1965, as Amended. (JUL 2005)
- 52.222-43 Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts). (MAY 1989)
- 52.222-50 Combating Trafficking in Persons. (APR 2006)
- 52.223-6 Drug-Free Workplace. (MAY 2001)
- 52.223-14 Toxic Chemical Release Reporting. (AUG 2003)
- 52.225-13 Restrictions on Certain Foreign Purchases. (FEB 2006)
- 52.233-3 Protest after Award. (AUG 1996)
- 52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004)
- 52.244-6 Subcontracts for Commercial Items. (FEB 2006)
- 3052.222-71 Strikes or picketing affecting access to a DHS facility. (DEC 2003)
- 3052.242-72 Contracting officer's technical representative. (DEC 2003)
- 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).

(End of clause)

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

(a) *Exceptions from cost or pricing data.* (1) In lieu of submitting 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 cost or pricing data.* If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments prepared in the following format: [ ]

(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.

(End of clause)

**52.222-19 Child Labor - Cooperation with Authorities and Remedies. (JAN 2006)**

(a) *Applicability.* This clause does not apply to the extent that the Contractor is supplying end products mined, produced, or manufactured in -

(1) Canada, and the anticipated value of the acquisition is \$25,000 or more;

(2) Israel, and the anticipated value of the acquisition is \$50,000 or more;

(3) Mexico, and the anticipated value of the acquisition is \$64,786 or more; or

(4) Aruba, Austria, Belgium, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, or the United Kingdom and the anticipated value of the acquisition is \$193,000 or more.

(b) *Cooperation with Authorities.* To enforce the laws prohibiting the manufacture or importation of products mined, produced, or manufactured by forced or indentured child labor, authorized officials may need to conduct investigations to determine whether forced or indentured child labor was used to mine, produce, or manufacture any product furnished under this contract. If the solicitation includes the provision 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products, or the equivalent at 52.212-3(i), the Contractor agrees to cooperate fully with authorized officials of the contracting agency, the Department of the Treasury, or the Department of Justice by providing reasonable access to records, documents, persons, or premises upon reasonable request by the authorized officials.

(c) *Violations.* The Government may impose remedies set forth in paragraph (d) for the following

violations:

(1) The Contractor has submitted a false certification regarding knowledge of the use of forced or indentured child labor for listed end products.

(2) The Contractor has failed to cooperate, if required, in accordance with paragraph (b) of this clause, with an investigation of the use of forced or indentured child labor by an Inspector General, Attorney General, or the Secretary of the Treasury.

(3) The Contractor uses forced or indentured child labor in its mining, production, or manufacturing processes.

(4) The Contractor has furnished under the contract end products or components that have been mined, produced, or manufactured wholly or in part by forced or indentured child labor. (The Government will not pursue remedies at paragraph (d)(2) or paragraph (d)(3) of this clause unless sufficient evidence indicates that the Contractor knew of the violation.)

(d) Remedies. (1) The Contracting Officer may terminate the contract.

(2) The suspending official may suspend the Contractor in accordance with procedures in FAR Subpart 9.4.

(3) The debarring official may debar the Contractor for a period not to exceed 3 years in accordance with the procedures in FAR Subpart 9.4.

(End of clause)

**52.222-39 Notification of Employee Rights Concerning Payment of Union Dues or Fees. (DEC 2004)**

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

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

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

**Notice to Employees**

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

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

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in

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

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

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

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

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The

Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

**52.228-16 Performance and Payment Bonds - Other Than Construction. (JUL 2000)**

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

Original contract price means the award price of the contract or, for requirements contracts, the price payable for the estimated quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) The Contractor shall furnish a performance bond (Standard Form 1418) for the protection of the Government in an amount equal to [ ] percent of the original contract price and a payment bond (Standard Form 1416) in an amount equal to [ ] percent of the original contract price.

(c) The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within [ ] days, but in any event, before starting work.

(d) The Government may require additional performance and payment bond protection if the contract price is increased. The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bonds or to obtain additional bonds.

(e) The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the *Federal Register*, or may be obtained from the:

U.S. Department of Treasury  
Financial Management Service  
Surety Bond Branch  
401 14th Street, NW, 2nd Floor, West Wing  
Washington, DC 20227

(End of clause)

**52.228-16 Performance and Payment Bonds - Other Than Construction. (JUL 2000) - Alternate I (JUL 2000)**

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

Original contract price means the award price of the contract or, for requirements contracts, the price payable for the estimated quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) The Contractor shall furnish a performance bond (Standard Form 1418) for the protection of the Government in an amount equal to [ ] percent of the original contract price.

(c) The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within [ ] days, but in any event, before starting work.

(d) The Government may require additional performance bond protection if the contract price is increased. The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(e) The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the *Federal Register*, or may be obtained from the:

U.S. Department of Treasury  
Financial Management Service  
Surety Bond Branch  
401 14th Street, NW, 2nd Floor, West Wing  
Washington, DC 20227

(End of clause)

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

(a) As used in this clause--

All applicable Federal, State, and local taxes and duties, means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

After-imposed Federal tax, means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date.

It does not include social security tax or other employment taxes.

After-relieved Federal tax, means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

Contract date," means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

Local taxes includes taxes imposed by a possession or territory of the United States, Puerto Rico, or the Northern Mariana Islands, if the contract is performed wholly or partly in any of those areas.

- (b) The contract price includes all applicable Federal, State, and local taxes and duties.
- (c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.
- (d) The contract price shall be decreased by the amount of any after-relieved Federal tax.
- (e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.
- (f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.
- (g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.
- (h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(End of clause)

**52.232-1 Payments. (APR 1984)**

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if -

- (a) The amount due on the deliveries warrants it; or
- (b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

(End of clause)

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



Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

**52.232-23 Assignment of Claims. (JAN 1986) - Alternate I (APR 1984)**

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as the Act), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence. Unless otherwise stated in this contract, payments to an assignee of any amounts due or to become due under this contract shall not, to the extent specified in the Act, be subject to reduction or setoff.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

(End of clause)

**52.232-25 Prompt payment. (OCT 2003)**

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Due date. (i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing

office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services

performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(End of clause)

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

(a) *Method of payment.* (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term EFT refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either -

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) *Contractor's EFT information.* The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) *Mechanisms for EFT payment.* The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) *Suspension of payment.* If the Contractor's EFT information in the CCR database is incorrect,

then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) *Liability for uncompleted or erroneous transfers.* (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for -

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and -

- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) *EFT and prompt payment.* A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and assignment of claims.* If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.<P>

(i) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of

this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of clause)

**52.239-1 Privacy or Security Safeguards. (AUG 1996)**

(a) The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the Government.

(b) To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.

(c) If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

(End of clause)

**52.242-4 Certification of Final Indirect Costs. (JAN 1997)**

(a) The Contractor shall -

(1) Certify any proposal to establish or modify final indirect cost rates;

(2) Use the format in paragraph (c) of this clause to certify; and

(3) Have the certificate signed by an individual of the Contractor's organization at a level no lower than a vice president or chief financial officer of the business segment of the Contractor that submits the proposal.

(b) Failure by the Contractor to submit a signed certificate, as described in this clause, may result in final indirect costs at rates unilaterally established by the Contracting Officer.

(c) The certificate of final indirect costs shall read as follows:

**Certificate of Final Indirect Costs**

This is to certify that I have reviewed this proposal to establish final indirect cost rates and to the best of my knowledge and belief:

1. All costs included in this proposal (identify proposal and date) to establish final indirect cost rates for (identify period covered by rate) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) and its supplements applicable to the contracts to which the final indirect cost rates will apply; and

2. This proposal does not include any costs which are expressly unallowable under applicable cost principles of the FAR or its supplements.

Firm: \_\_\_\_\_

Signature: \_\_\_\_\_

Name of Certifying Official: \_\_\_\_\_

Title: \_\_\_\_\_

Date of Execution: \_\_\_\_\_

(End of clause)

**52.242-13 Bankruptcy. (JUL 1995)**

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(End of clause)

**52.243-1 Changes - Fixed-Price. (AUG 1987) - Alternate I (APR 1984)**

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (1) Description of services to be performed.
- (2) Time of performance (*i.e.*, hours of the day, days of the week, etc.).
- (3) Place of performance of the services.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(End of clause)

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

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of



Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

- (1) Stop work as specified in the notice.
- (2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.
- (3) Terminate all subcontracts to the extent they relate to the work terminated.
- (4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.
- (5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.
- (6) As directed by the Contracting Officer, transfer title and deliver to the Government -
  - (i) The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated; and
  - (ii) The completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.
- (7) Complete performance of the work not terminated.
- (8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.
- (9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; *provided*, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 49.001 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the

Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (f) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (f) of this clause:

(1) The contract price for completed supplies or services accepted by the Government (or sold or acquired under subparagraph (b)(9) of this clause) not previously paid for, adjusted for any saving of freight and other charges.

(2) The total of -

(i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (g)(1) of this clause;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(2)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(2)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (g)(2)(iii) and shall reduce the settlement to reflect the indicated rate of loss.

(3) The reasonable costs of settlement of the work terminated, including -

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

- (ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and
  - (iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.
- (h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.
- (i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.
- (j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.
- (k) In arriving at the amount due the Contractor under this clause, there shall be deducted -
- (1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;
  - (2) Any claim which the Government has against the Contractor under this contract; and
  - (3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.
- (l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.
- (m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.
- (2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.
- (n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all

records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

(End of clause)

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

(a)(1) The Government may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to -

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) of this clause); or

(iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) of this clause).

(2) The Government's right to terminate this contract under subdivisions (a)(1)(i) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

(b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the Government may require the Contractor to transfer title and deliver to the Government, as directed by the Contracting Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as manufacturing materials in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Government has an interest.

(f) The Government shall pay contract price for completed supplies delivered and accepted. The

Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The Government may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

(h) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

**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): *[Insert one or more Internet addresses]*

(End of clause)

**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 [*insert number of days*] 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.

Organizational elements 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.

(End of clause)

**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.* 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) others 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.

(End of provision)

**3052.237-71 Information Technology Systems Access for Contractors**

**INFORMATION TECHNOLOGY SYSTEMS ACCESS FOR CONTRACTORS  
(NOV 2004) (Deviation)**

(a) "Sensitive Information" means information that is:

(1) Protected Critical Infrastructure Information (PCII) as described in the Critical Infrastructure Information Act of 2002, 6 U.S.C. sections 211-224; its implementing regulations, 6 CFR Part 29; or the applicable PCII Procedures Manual; or

(2) Sensitive Security Information (SSI), as described in 49 CFR Part 1520; or

(3) Sensitive but Unclassified Information (SBU), which consists of any other unclassified information which:

(i) if lost, misused, modified, or accessed without authorization, could adversely affect the national interest, proprietary rights, the conduct of Federal programs, or individual privacy under 5 U.S.C. section 552a; and,

(ii) if provided by the government to the contractor, is marked in such a way as to place a reasonable person on notice of its sensitive nature.

(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, insubordination, 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) Contractors shall identify in their proposals, the names and citizenship of all non-U.S. citizens proposed to work under the contract. Any additions or deletions of personnel who are non-U.S. citizen after contract award shall also be reported to the contracting officer.

(g) 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.

(h) Before receiving access to IT resources under this contract the individual must receive a security briefing, which the COTR will arrange, and complete any nondisclosure agreement furnished by DHS.

(i) The contractor shall have access only to those areas of DHS Organizational Element (OE) information technology resources explicitly stated in this contract or approved by the COTR in writing as necessary for performance of the work under this contract. Any attempts by contractor personnel to gain access to any information technology resources not expressly authorized by the statement of work, other terms and conditions in this contract, or as approved in writing by the COTR, is strictly prohibited. In the event of violation of this provision, DHS will take appropriate actions with regard to the contract and the individual(s) involved.

(j) Contractor access to DHS networks from a remote location is a temporary privilege for mutual convenience while the contractor performs business for the DHS OE. It is not a right, a guarantee of access, a condition of the contract, nor is it Government Furnished Equipment (GFE).

(k) Contractor access will be terminated for unauthorized use. The contractor agrees to hold and save DHS harmless from any unauthorized use and agrees not to request additional time or money under the contract for any delays resulting from unauthorized use or access.

(l) Non-U.S. citizens shall not be authorized to access or assist in the development, operation, management or maintenance of Department IT systems under the contract, unless a waiver has been granted by the Head of the Organizational Element or designee, with the concurrence of the Office of Security and Department's CIO or designee. In order for a waiver to be granted:

(i) The individual must be a legal permanent resident of the U.S. or a citizen of Ireland, Israel, the Republic of the Philippines, or any nation on the Allied Nations List maintained by the Department of State.

(ii) All required security forms specified by the government and any necessary background check must be satisfactorily completed.

(iii) There must be a compelling reason for using this individual as opposed to a U.S. citizen.

(iv) The waiver must be in the best interest of the Government.

# **Exhibit D**

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING	PAGE OF PAGE 1 59
2. CONTRACT (Proc. Inst. Ident.) NO. CD-3-C-0008		3. EFFECTIVE DATE see item 20C., below		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. ACD-2-R-0014	
5. ADMINISTERED BY Department of Homeland Security formerly Immigration and Naturalization Service ACDCPM - 8th Floor 7701 North Stemmons Freeway Dallas, Texas 75247		6. ADMINISTERED BY (If other than Item 5) Department of Homeland Security (formerly Immigration and Naturalization Service) ACDCPM - 8th Floor 7701 North Stemmons Freeway Dallas, Texas 75247		7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) WCC - Wackenhut Corrections Corporation Suite 700 621 NW 53rd Street Boca Raton, Florida 33487	
8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)		9. DISCOUNT FOR PROMPT PAYMENT		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM	
11. SHIP TO/MARK FOR Department of Homeland Security - Detention & Removal Aurora, Colorado - WCC Contract Detention Facility		12. PAYMENT WILL BE MADE BY Department of Homeland Security Dallas Finance Office		13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 USC 2304(c) ( ) <input checked="" type="checkbox"/> 41 USC 253(c) ( 1 )	
14. ACCOUNTING AND APPROPRIATION DATA		15A. ITEM NO.		15B. SUPPLIES/SERVICES	
		CLINS 001, 002, 003, 004, 005 and 006		CONTRACT DETENTION FACILITY (CDF), in accordance with the attached Statement of Work and contract award document.  Offerors technical proposal, as revised, is incorporated in Section J as attachments 3 and 4.	
		15C. QUANTITY		15D. UNIT	
		See CLINS 001, 002, 003, 004, 005 and 006 set forth on Section B, Page 1			
		15E. UNIT PRICE		15F. AMOUNT	
--ESTIMATED--				15G. TOTAL AMOUNT OF CONTRACT	
				\$ 11,090,443.62	

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
XX	A	SOLICITATION/CONTRACT FORM	1	XX	I	CONTRACT CLAUSES	9
XX	B	SUPPLIES OR SERVICES AND PRICES/COST	7	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
XX	C	DESCRIPTION/SPECS./WORK STATEMENT	30	XX	J	LIST OF ATTACHMENTS	1
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
XX	E	INSPECTION AND ACCEPTANCE	2		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
XX	F	DELIVERIES OR PERFORMANCE	2		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
XX	G	CONTRACT ADMINISTRATION DATA	3		M	EVALUATION FACTORS FOR AWARD	
XX	H	SPECIAL CONTRACT REQUIREMENTS	3				

**CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE**

17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.) <b>AMBER D. MARTIN</b> Vice President, Contract Compliance Wackenhut Corrections Corporation		18. <input checked="" type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number <b>ACD-2-R-0014</b> including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.	
19A. NAME OF CONTRACTOR		20A. NAME OF CONTRACTING OFFICER	
Wackenhut Corrections Corporation		Arthur S. Cooper, III	
19B. NAME OF CONTRACTOR		20B. UNITED STATES OF AMERICA	
BY <i>AM</i> (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	
19C. DATE SIGNED		20C. DATE SIGNED	
5-27-03			

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) <span style="float:right">RATING</span>		PAGE OF PAGE 1 59		
2. CONTRACT (Proc. Inst. Ident.) NO. CD-3-C-0008		3. EFFECTIVE DATE see item 20C., below		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. ACD-2-R-0014		
5. ORDERED BY Department of Homeland Security (formerly Immigration and Naturalization Service) ACDCPM - 8th Floor 7701 North Stemmons Freeway Dallas, Texas 75247		6. ADMINISTERED BY (If other than Item 5) Department of Homeland Security (formerly Immigration and Naturalization Service) ACDCPM - 8th Floor 7701 North Stemmons Freeway Dallas, Texas 75247		CODE		
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) WCC - Wackenhut Corrections Corporation Suite 700 621 NW 53rd Street Boca Raton, Florida 33487				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)		
				9. DISCOUNT FOR PROMPT PAYMENT		
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: <span style="float:right">ITEM</span>		
CODE		FACILITY CODE		2		
11. SHIP TO/MARK FOR Department of Homeland Security - Detention & Removal Aurora, Colorado - WCC Contract Detention Facility		12. PAYMENT WILL BE MADE BY Department of Homeland Security Dallas Finance Office		CODE		
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 USC 2304(c) ( ) <input checked="" type="checkbox"/> 41 USC 253(c) ( 1 )				14. ACCOUNTING AND APPROPRIATION DATA		
15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
CLINS 001, 002, 003, 004, 005 and 006	CONTRACT DETENTION FACILITY (CDF), in accordance with the attached Statement of Work and contract award document.  Offerors technical proposal, as revised, is incorporated in Section J as attachments 3 and 4.	See CLINS 001, 002, 003, 004, 005 and 006 set forth on Section B, Page 1				
-- ESTIMATED --					15G. TOTAL AMOUNT OF CONTRACT	\$ 11,090,443.62

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
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XX	C	DESCRIPTION/SPECS./WORK STATEMENT	30	XX	J	LIST OF ATTACHMENTS	1
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
XX	E	INSPECTION AND ACCEPTANCE	2		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
XX	F	DELIVERIES OR PERFORMANCE	2		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
XX	G	CONTRACT ADMINISTRATION DATA	3		M	EVALUATION FACTORS FOR AWARD	
XX	H	SPECIAL CONTRACT REQUIREMENTS	3				

**CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE**

17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)  <b>AMBER D. MARTIN</b>	18. <input checked="" type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number <b>ACD-2-R-0014</b> including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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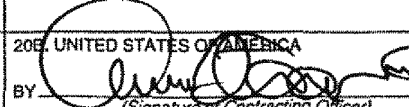
19A. NAME AND TITLE OF SIGNED CONTRACTOR <b>Wackenhut Corrections Corporation</b>		20A. NAME OF CONTRACTING OFFICER <b>Arthur S. Cooper, III</b>	
19B. NAME OF CONTRACTOR BY <i>[Signature]</i> (Signature of person authorized to sign)	19C. DATE SIGNED <b>3-27-03</b>	20B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	20C. DATE SIGNED

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		TING	PAGE OF PAGE 1 59	
CONTRACT (Proc. Inst. Ident.) NO. CD-3-C-0008		3. EFFECTIVE DATE see item 20C., below		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. ACD-2-R-0014		
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7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) WCC - Wackenhut Corrections Corporation Suite 700 621 NW 53rd Street Boca Raton, Florida 33487				9. DISCOUNT FOR PROMPT PAYMENT		
10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM 2				
11. SHIP TO/MARK FOR Department of Homeland Security - Detention & Removal Aurora, Colorado - WCC Contract Detention Facility		12. PAYMENT WILL BE MADE BY Department of Homeland Security Dallas Finance Office				
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 USC 2304(c) ( ) <input checked="" type="checkbox"/> 41 USC 253(c) ( 1 )		14. ACCOUNTING AND APPROPRIATION DATA 0570000-057-BA-12-50-51-000/30-30-0015-00-00-00-0 SOCs: 2501/1104				
15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
CLINS 001, 002, 003, 004, 005 and 006	CONTRACT DETENTION FACILITY (CDF), in accordance with the attached Statement of Work and contract award document.  Offerors technical proposal, as revised, is incorporated in Section J as attachments 3 and 4.	See CLINS 001, 002, 003, 004, 005 and 006 set forth on Section B, Page 1				
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XX	H	SPECIAL CONTRACT REQUIREMENTS	3				

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--	--

19A. NAME AND TITLE OF SIGNER (Type or print)		20A. NAME OF CONTRACTING OFFICER Arthur S. Cooper, III	
19B. NAME OF CONTRACTOR	19C. DATE SIGNED	20B. UNITED STATES OF AMERICA	20C. DATE SIGNED 3/27/03
BY _____ (Signature of person authorized to sign)		BY  (Signature of Contracting Officer)	

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 94
2. CONTRACT NUMBER	3. SOLICITATION NUMBER ACD-2-R-0014	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 11/26/2002	6. REQUISITION/PURCHASE NUMBER CRDDP-02-35		
7. ISSUED BY Immigration and Naturalization Service - ACDCPM 7701 North Stemmons Freeway - 8th Floor Dallas, Texas 75247		8. ADDRESS OFFER TO (If other than item 7)				

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

**SOLICITATION**

9. Sealed offers in original and five (5) copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in 7701 North Stemmons Freeway, Dallas, Texas 75247 until 2 pm local time CDT - 12/10/2002  
(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.

10. FOR INFORMATION CALL:	A. NAME Vicki L. Gilbert	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS vicki.l.gilbert@usdoj.gov
		AREA CODE 214	NUMBER 905-5392	EXT.	

**11. TABLE OF CONTENTS**

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
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X	E	INSPECTION AND ACCEPTANCE	2				
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X	G	CONTRACT ADMINISTRATION DATA	3	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	10
X	H	SPECIAL CONTRACT REQUIREMENTS	3	X	M	EVALUATION FACTORS FOR AWARD	2

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

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 180 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	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
---------------------------------	----------------------	----------------------	----------------------	-------------------

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

15A. NAME AND ADDRESS OF OFFEROR Wackenhut Corrections Corporation (WCC) 4200 Wackenhut Drive Palm Beach Gardens, FL 33410	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) Wayne H. Calabrese, Vice Chairman & Pres.
---	--

15B. TELEPHONE NUMBER AREA CODE NUMBER EXT. 561 622-5656 6658	17. SIGNATURE 	18. OFFER DATE 12/05/02
---	-------------------	----------------------------

**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(d) ( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise)
24. ADMINISTERED BY (If other than item 7) CODE	25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)	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.  
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SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

According to the contract requirements, the contractor shall provide a detention facility, and all labor, materials and equipment necessary to operate and maintain temporary residential care, and secure detention for an estimated maximum of three hundred fifty-six (356) adults (326 adult males and 30 females) per day. Performance shall commence upon award of the contract. All services are to be performed in one facility located within 15 miles of the Denver, International Airport.

BASE PERIOD

Base Period: For the period from the date of the start of contract performance and continuing for 1 year (365 days).

Monthly FIXED Adult costs which shall include all management, supervision, facility operations, quality, scheduling, safety, and reporting requirements. Price shall also include all wage, indirect costs, general and administrative costs and profit required to maintain the facility at the levels required by the attached performance work statement:

<u>CLIN</u>		<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
0001	FIXED COSTS include that part of the above costs associated with the detention of adult detainees.	1 YEAR	\$816,531.91	\$9,798,382.92
0002	GUARANTEED MINIMUM - 300 adults (Unit price for this CLIN should reflect the VARIABLE costs for the detention of one adult person in accordance with Section C. This price should <u>not</u> include costs already captured in CLIN 0001 above.)	109,500 Mandays	\$6.37	\$697,515.00
0003	VARIABLE costs for the detention of one adult person in excess of the guaranteed minimum quantity of detainees listed in CLIN 0002, above.	20,440 Estimated Mandays	\$6.37	\$130,202.80
0004	Average Blended Per Diem Based Adult Detainee Volunteer Wages	On 356 Detainees Estimated	\$81.77	\$10,626,100.72
			\$33,000.00 per annum	
0005	On-Call Posts	2,080 Estimated Hours	\$36.23	\$75,358.40
0006	Common-Fare Menu (approx. 30 detainees per day)	10,950 Estimated Days	\$32.51	\$355,984.50
BASE PERIOD TOTAL ESTIMATED PRICE				\$11,090,443.62

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OPTION PERIOD ONE

Option Period One: Commences at the expiration of the Base Period and continues for 6 months (183 days).

Base Period: For the period from the date of the start of contract performance and continuing for 1 year (365 days).

Monthly FIXED Adult costs which shall include all management, supervision, facility operations, quality, scheduling, safety, and reporting requirements. Price shall also include all wage, indirect costs, general and administrative costs and profit required to maintain the facility at the levels required by the attached performance work statement:

CLIN		QUANTITY	UNIT PRICE	TOTAL AMOUNT
0001	FIXED COSTS include that part of the above costs associated with the detention of adult detainees.	6 MO/183 DAYS	\$833,469.64	\$5,000,817.84
0002	GUARANTEED MINIMUM - 300 adults (Unit price for this CLIN should reflect the VARIABLE costs for the detention of one adult person in accordance with Section C. This price should <u>not</u> include costs already captured in CLIN 0001 above.)	54,900 Mandays	\$6.58	\$361,242.00
0003	VARIABLE costs for the detention of one adult person in excess of the guaranteed minimum quantity of detainees listed in CLIN 0002, above.	10,248 Estimated Mandays	\$6.58	\$67,431.84
0004	Average Blended Per Diem Based Adult Detainee Volunteer Wages	On 356 Detainees Estimated	\$83.34	\$5,429,491.68
			\$16,500.00 per 6 months	
0005	On-Call Posts	1,040 Estimated Hours	\$36.53	\$37,991.20
0006	Common-Fare Menu (approx. 30 detainees per day)	5,490 Estimated Days	\$33.55	\$184,189.50
PERIOD ONE TOTAL ESTIMATED PRICE				\$5,668,172.38

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OPTION PERIOD TWO

Option Period Two: Commences at the expiration of Option Period One and continues for 6 months (182 days).

Monthly FIXED Adult costs which shall include all management, supervision, facility operations, quality, scheduling, safety, and reporting requirements. Price shall also include all wage, indirect costs, general and administrative costs and profit required to maintain the facility at the levels required by the attached performance work statement:

CLIN		QUANTITY	UNIT PRICE	TOTAL AMOUNT
0001	FIXED COSTS Include that part of the above costs associated with the detention of adult detainees.	6 MO/182 DAYS	\$833,469.64	\$5,000,817.84
0002	GUARANTEED MINIMUM - 300 adults (Unit price for this CLIN should reflect the VARIABLE costs for the detention of one adult person in accordance with Section C. This price should <u>not</u> include costs already captured in CLIN 0001 above.)	54,600 Mandays	\$6.58	\$359,268.00
0003	VARIABLE costs for the detention of one adult person in excess of the guaranteed minimum quantity of detainees listed in CLIN 0002, above.	10,192 Estimated Mandays	\$6.58	\$67,063.36
0004	Average Blended Per Diem Based Adult Detainee Volunteer Wages	On 356 Detainees Estimated	\$83.76 \$16,500.00 per 6 months	\$5,427,149.20
0005	On-Call Posts	1,040 Estimated Hours	\$36.53	\$37,991.20
0006	Common-Fare Menu (approx. 30 detainees per day)	5,460 Estimated Days	\$33.55	\$183,183.00
OPTION PERIOD TWO TOTAL ESTIMATED PRICE				\$5,664,823.40

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OPTION PERIOD THREE

Option Period Three: Commences at the expiration of Option Period Two and continues for 6 months (183 days).

Monthly FIXED Adult costs which shall include all management, supervision, facility operations, quality, scheduling, safety, and reporting requirements. Price shall also include all wage, indirect costs, general and administrative costs and profit required to maintain the facility at the levels required by the attached performance work statement:

CLIN		QUANTITY	UNIT PRICE	TOTAL AMOUNT
0001	FIXED COSTS Include that part of the above costs associated with the detention of adult detainees.	6 MO/183 DAYS	\$850,166.98	\$5,101,001.88
0002	GUARANTEED MINIMUM - 300 adults (Unit price for this CLIN should reflect the VARIABLE costs for the detention of one adult person in accordance with Section C. This price should <u>not</u> include costs already captured in CLIN 0001 above.)	54,900 Mandays	\$6.79	\$372,771.00
0003	VARIABLE costs for the detention of one adult person in excess of the guaranteed minimum quantity of detainees listed in CLIN 0002, above.	10,248 Estimated Mandays	\$6.79	\$69,583.92
0004	Average Blended Per Djem Based Adult Detainee Volunteer Wages	On 356 Detainees Estimated	\$85.08 \$16,500.00 per 6 months	\$5,543,356.80
0005	On-Call Posts	1,040 Estimated Hours	\$36.85	\$38,324.00
0006	Common-Fare Menu (approx. 30 detainees per day)	5,490 Estimated Days	\$34.62	\$190,063.80
OPTION PERIOD THREE TOTAL ESTIMATED PRICE				\$5,788,244.60

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OPTION PERIOD FOUR

Option Period Four: Commences at the expiration of Option Period Three and continues for 6 months (182 days).

Monthly FIXED Adult costs which shall include all management, supervision, facility operations, quality, scheduling, safety, and reporting requirements. Price shall also include all wage, indirect costs, general and administrative costs and profit required to maintain the facility at the levels required by the attached performance work statement:

CLIN		QUANTITY	UNIT PRICE	TOTAL AMOUNT
0001	FIXED COSTS include that part of the above costs associated with the detention of adult detainees.	6 MO/182 DAYS	\$850,166.98	\$5,101,001.88
0002	GUARANTEED MINIMUM - 300 adults (Unit price for this CLIN should reflect the VARIABLE costs for the detention of one adult person in accordance with Section C. This price should <u>not</u> include costs already captured in CLIN 0001 above.)	54,600 Mandays	\$6.79	\$370,734.00
0003	VARIABLE costs for the detention of one adult person in excess of the guaranteed minimum quantity of detainees listed in CLIN 0002, above.	10,192 Estimated Mandays	\$6.79	\$69,203.68
0004	Average Blended Per Diem Based Adult Detainee Volunteer Wages	On 356 Detainees Estimated	\$85.51 \$16,500.00 per 6 months	\$5,540,939.56
0005	On-Call Posts	1,040 Estimated Hours	\$36.85	\$38,324.00
0006	Common-Fare Menu (approx. 30 detainees per day)	5,460 Estimated Days	\$34.62	\$189,025.20
OPTION PERIOD FOUR TOTAL ESTIMATED PRICE				\$5,784,788.76

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Special Notes:

1. Mandays are defined as the number of persons multiplied by the number of days of detention. Payment will include the day of arrival but not the day of departure. One person (x) one day = one manday.
2. Evaluation of proposals shall be in accordance with the criteria as set forth in Section M of this solicitation document.
3. This is an Indefinite Delivery, Indefinite Quantity (IDIQ) contract and the quantities indicated above constitute the Government's best estimate of the requirements. Evaluation and award of the contract will be based upon the sum of all of the line items.

The guaranteed minimum for the base period will be obligated on the contract. The guaranteed minimum for the option periods will be on the modification document which exercises the option. The guaranteed minimum for any options exercised under FAR 52.217-8 will be on the modification document which exercises the option. All other CLINs will be ordered by issuance of delivery orders.

At the end of each performance period, should there be a shortfall in meeting the guaranteed minimum, the Government shall make a lump sum payment from an invoice submitted by the contractor.

The guaranteed minimums and stated maximums are as follows:

<u>Performance period</u>	<u>Maximum Adult Population</u>	<u>Guaranteed Minimum</u>
Base Period	356	300
Option Period One	356	300
Option Period Two	356	300
Option Period Three	356	300
Option Period Four	356	300
FAR 52.217-8 Options	356	300

CLIN 0001 is to include only those costs attributable to the maintenance and well being of the adult detainee. Costs include all management, supervision, facility operations, quality control, scheduling, safety and reporting requirements. Pricing shall include all direct and indirect costs, general and administrative costs, and profit required to maintain the facility at the levels required by the statement of work.

CLIN 0003 is to include variable costs ( such as clothing , food, etc. ) for the detention of one (1) detainee not included in CLIN 0002.

4. In the event an option provision is exercised by the Government in accordance with FAR clause 52.217-8, Option to Extend Services, the option period rates shall be the rates charged the Government in the contract period immediately preceding the exercise of the option. Additional CLINs will be created / added on an as needed basis if and when option(s) under FAR 52.217-8 is/are exercised. Guaranteed minimum for any options exercised under FAR 52.217-8 will be on the modification document which exercises the option. All other CLINs will be ordered by issuance of delivery orders.
5. This Contract is renewable at the option of the Government in accordance with FAR clause 52.217-8 "Option to Extend Services", at the prices/rates stated in this Schedule of Prices (Section B) for the contract period immediately preceding the exercise of the option. The Contracting Officer may exercise the option by written notice to the Contractor within thirty (30) days before the expiration of the current performance period.
6. Reference option provision under FAR 52.217-9 for procedures of Exercise of Option (Letter of Intent, 30 days, etc.).

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7. Offerors must submit proposals for the Base Period, Option Period One, Option Period Two, Option Period Three and Option Period Four (1 year base, 6-month option, 6-month option, 6-month option, and 6-month option). Failure to submit a proposal on the total requirement will be the basis for rejection of the offer.
8. Reference clause FAR 52.232-19, Availability of Funds for the Next Fiscal Year, Funds are not presently available for performance under this contract beyond September 30.
9. All references in this Schedule to periods of performance of 365 days shall be automatically changed to 366 days during leap years.
10. It is the contractor's responsibility to provide adequate and appropriate management oversight for the implementation and successful performance of the contract. Unless otherwise specified by an authorized INS representative, the contractor is required to perform in continual compliance with the most current editions of the INS Detention Standards and the American Correctional Association, Standards for Adult Local Detention Facilities (ACA ALDF). Accomplishment of some INS Detention Standards and ACA ALDF Standards are augmented by INS policy and/or procedure. In such instances, the Statement of Work identifies and provides direction for the advanced requirements.

The contractor shall maintain ACA accreditation throughout the life of the contract, inclusive of any option periods exercised.

The contractor shall comply with and implement any applicable changes to INS Detention Standards, ACA ALDF, or INS policy and/or procedures. Should the Government invoke such changes, the contractor retains rights and remedies (i.e., equitable adjustment) under the terms and conditions of the contract.

SECTION C

DESCRIPTION / SPECIFICATIONS / WORK STATEMENT

PART I - THE SCHEDULE

CONTRACT DETENTION FACILITY

INTRODUCTION

A. BACKGROUND

The U.S. Department of Justice, Immigration and Naturalization Service (hereinafter called the Service, INS or Agency) provides funds through contractual agreement to both public and private sector entities for the safeguarding and care of service detainees. Contractors are responsible for the detention, security, control and well being of detainees, and accountable for the detainees' personal possessions.

B. OBJECTIVE

The contractor shall furnish, twenty-four (24) hours per day, seven (7) days per week, the necessary physical structure, equipment, facilities, personnel and services to provide a program of temporary residential care of detainee aliens of all nationalities in federal custody. The contractor shall furnish separated living quarters as follows:

1. Adult male detainees - 326 beds, as follows:
  - (a) 326 beds in multiple occupancy rooms, no room to house more than fifty (50) detainees.
2. Adult female detainees - 30 beds, as follows:
  - (a) 30 beds in multiple occupancy rooms, no room to house more than sixteen (16) detainees.

NOTE: EXACT RATIOS CANNOT ALWAYS BE MAINTAINED. UNDER NO CIRCUMSTANCES ARE MALE AND FEMALE DETAINEES TO BE HOUSED IN THE SAME ROOM.

THERE SHALL BE NO PROVISION IN THIS CONTRACT TO HOUSE JUVENILES.

INS COTR RETAINS THE DISCRETION TO ASSIGN DORM PLACEMENTS

C. EXPLANATION OF TERMS

1. ADULT DETAINEE: Any detained alien eighteen (18) years of age or older.
2. ACA: American Correctional Association.
3. ADMINISTRATIVE SEGREGATION: A unit of housing for detainees whose continued

presence in the general population poses a serious threat to life, property, self, staff or other inmates.

4. ALIEN: Any person who is not a citizen or national of the United States.
5. BOOKING: In the detention facility, it is a procedure for the admission of an INS detainee, which includes searching, fingerprinting, photographing, medical screening, and collecting personal history data. Booking also includes the inventory and storage of the individual's accompanying personal property.
6. CLASSIFICATION: A process for determining the needs and requirements of aliens for whom detention has been ordered and for assigning them to housing units and programs according to their needs, security risk level and existing resources of the facility.
7. CONTRABAND: Any item possessed by detainees or found within the confinement of the facility which is declared illegal by law or which is expressly prohibited by facility policies and procedures which have been approved by INS.
8. CONTRACTOR: The entity which provides the services described in this statement of work.
9. CONTRACTING OFFICER: An employee of the Immigration and Naturalization Service 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.
10. CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR): An employee of the Immigration and Naturalization Service responsible for monitoring all technical aspects and assisting in administering the contract.
11. 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.
12. DESIGNATED SERVICE OFFICIAL: An employee of the Immigration and Naturalization Service designated in writing by the INS Officer-In-Charge (OIC) to represent INS on matters pertaining to the operation of the facility.
13. DETAINEE: Any person confined under the auspices and the authority of any federal agency, primarily the Immigration and Naturalization Service. (INS reserves the right to place detainees who are in the custody of the Bureau of Prisons, the U.S. Marshals Service or any person confined under the auspices and the authority of the INS or any other federal agency.) Many of those being detained may have substantial and varied criminal histories.
14. DETAINEE RECORDS: Information concerning the individual's personal, criminal and medical history, behavior, and activities while in custody, including, but not limited to:  
  
Any and all documents or records required by the INS Detention Standards, Section 3, Detention Files.
15. DIRECT SUPERVISION: A method of detainee management that ensures continuing direct contact between inmates and staff by posting an officer(s) inside each housing unit. Officers in general housing units are not separated from detainees by a physical barrier. Officers provide frequent, non-scheduled observation of and personal interaction with detainees.
16. 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.

17. FACILITY: The physical plant and grounds in which the contractor's services are operated.
18. FACILITY ADMINISTRATOR: The official, regardless of local title (e.g., jail administrator, warden, superintendent) who has the ultimate responsibility for managing and operating the contract detention facility.
19. GRIEVANCE: A written complaint filed by a detainee with the facility administrator concerning personal health/welfare or the operations and services of the facility.
20. HEALTH AUTHORITY: Is the individual to whom has been delegated the responsibility for the facility's health care services, including arrangements for all levels of health care and the ensuring of quality and accessibility of all health services provided to inmates.
21. HEALTH CARE: The sum of all actions taken, preventative and therapeutic, to provide for the physical and mental well-being of a population. Health care includes medical and dental services, mental health services, nursing, personal hygiene, dietary services, and environmental conditions.
22. HEALTH CARE PERSONNEL: Duly licensed individuals whose primary duties are to provide health services to detainees in keeping with their respective levels of health care training or experience.
23. HEALTH-TRAINED PERSONNEL: (Medically trained personnel): Security officials or other contract personnel such as social workers, who may be trained and appropriately supervised to carry out certain specific duties with regard to the administration of health care.
24. IMMEDIATE RELATIVES: Spouses, children (including step-children and adopted children) and their spouses, parents (including step-parents), brothers and sisters (including step-brothers and sisters and half-brothers and sisters) and their spouses.
25. JUVENILE DETAINEE: Any detained alien under the age of eighteen (18) years.
26. INS DETENTION STANDARDS: Department of Justice, Immigration and Naturalization Service, Detention Standards (Latest Edition). The INS Detention Standards may also be referred to as the National Detention Standards (NDS) or M-482. The INS Detention Standards may be found on the internet at [www.ins.usdoj.gov/graphics/lawsregs/guidance.htm](http://www.ins.usdoj.gov/graphics/lawsregs/guidance.htm). Where the INS Detention Standards are more stringent than or conflict with the ACA standards, the INS Detention Standards will take precedence.
27. LIFE SAFETY CODE: A manual published by The National Fire Protection Association (NFPA) specifying minimum standards for fire safety necessary in the public interest.
28. MAN DAY: A twenty-four (24) hour period of detention; payment shall include the day of arrival but not the day of departure.
29. 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.
30. MEDICAL SCREENING: A system of structured observation and/or initial health assessment to identify newly arrived detainees who could pose a health or safety threat to themselves or others.
31. NON-CONTACT VISITATION: A program or process that restricts detainees from having physical contact with visitors. Physical barriers usually separate the detainee from the visitors with screens and/or safety glass. Voice communication between the parties is typically accomplished with phones and/or speakers.



32. ON CALL GUARD POSTS: Shall be operated on demand by the COTR and shall include, but are not limited to, escorting and guarding detainees for hearings, INS interviews, and any other location requested by the COTR.
33. POLICY: A definite written course or method of action which guides and determines present and future decisions and action.
34. QUALIFIED HEALTH PERSONNEL: 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.
35. 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.
36. RESTRAINT EQUIPMENT: This includes but is not limited to: handcuffs, belly chains, leg irons, straight jackets, flexi-cuffs, soft (leather) cuffs, and leg weights.
37. SAFETY EQUIPMENT: This includes but is not limited to fire fighting equipment, i.e., chemical extinguisher, hoses, nozzles, water supplies, alarm systems, portable breathing devices, gas marks, fans, first aid kits, stretchers and emergency alarms.
38. SALLY PORT: An enclosure situated either in the perimeter wall or fence to the facility or within the interior of the facility, containing gates or doors at both ends, only one of which opens at a time. This method of entry and exit ensures there shall be no breach in the perimeter or interior security of the facility.
39. SECURITY DEVICES: Locks, gates, doors, bars, fences, screens, ceilings, floors, walls and barriers used to confine and control detainees. Also electronic monitoring equipment, security alarm systems, security light units, auxiliary power supply, and other equipment used to maintain facility security.
40. SECURITY PERIMETER: The outer portions of a facility which actually provide for secure confinement of detainees.
41. STANDING MEDICAL ORDERS: Written orders, by a physician, to medical personnel for the definitive treatment of identified minor, self limiting conditions and for on-site treatment of emergency conditions.
42. TOUR OF DUTY: A period of work consisting of eight (8) consecutive hours.
43. TRAINING: An organized, planned, and evaluated activity designed to achieve specific learning objectives. Training may occur on site, at an academy of training center, at an institution of higher learning, through contract service, at professional meetings or through closely supervised on-the-job training. Meetings of professional associations are considered training when there is clear evidence of the above elements.
44. TRANSPORTATION COSTS: Are for all materials, equipment and labor necessary to respond to requests by designated officials for secure movement of detainees from place to place necessary for processing, hearings, interviews, etc.
45. WEAPONS: This includes but is not limited to firearms, ammunition, knives, slappers, billy clubs, electronic defense modules, chemical weapons (MACE), and nightsticks.

## SUBSECTION 1.

ADMINISTRATION, ORGANIZATION AND MANAGEMENT

It is the contractor's responsibility to provide adequate and appropriate management oversight for the implementation and successful performance of this contract. The operation and control of the facility shall meet all guidelines and standards as set forth in the American Correctional Association, Standards for Adult Local Detention Facilities, the INS Detention Standards and be consistent with INS policy as provided upon request by the Contracting Officer. Failure to obtain and maintain the accreditation or adhere to INS Detention Standards may be cause for default. ACA accreditation must be maintained throughout the life of the contract, inclusive of any option periods exercised. **Where the INS Detention Standards are more stringent than or conflict with the ACA standards, the INS Detention Standards will take precedence.**

Unless otherwise specified by an authorized INS representative, the contractor is required to perform in continual compliance with the most current editions of the INS Detention Standards and the American Correctional Association, Standards for Adult Local Detention Facilities (ACA ALDF). The contractor shall comply with and implement any applicable changes to INS Detention Standards, ACA ALDF, or INS policy and/or procedures. Should the Government invoke such changes, the contractor retains rights and remedies (i.e., equitable adjustment) under the terms and conditions of the contract.

The Contractor shall comply with and fully cooperate in the execution of the following:

1. Standards for Adult Local Detention Facilities, Commission on Accreditation for Corrections, American Correctional Association (ACA), Latest Edition.
2. Standards for Health Services in Jails, National Commission on Correctional Health Care (NCCHC), Latest Edition.
3. Life Safety Code, current edition, National Fire Protection Agency (NFPA), Latest Edition.
4. INS Detention Standards, Latest Edition.

The Contractor shall prepare and submit all policies, plans, post orders and procedures to INS for review and approval. Post orders should conform to the INS Detention Standard for Post Orders. All contractor's policies, plans, and procedures required by this statement of work shall be submitted to INS in accordance with Section F of this contract prior to implementation. The Contractor shall provide a system that ensures all written plans, policies, and procedures are reviewed at least annually and updated as necessary. The Contractor shall provide written certification that the review has been conducted. No plan, policy, procedure, or any changes under this contract shall be implemented prior to written approval by the Contracting Officer.

The Contracting Officer, the COTR, and the Designated Service Official have the right to direct the contractor to cease immediately any practice which INS deems to be detrimental to the health, welfare and rights of the detainees or any other individuals.

Under this Subsection the contractor shall provide the following to INS:

- A. An operations manual that delineates the written plans, policies, and procedures necessary for the day-to-day operations of the facility. The plans, policies and procedures must meet minimum ACA standards, the INS Detention Standards and be consistent with INS policy as directed by the Contracting Officer. The manual shall be made available to all employees within the administrative area of the facility
- B. An overall Quality Assurance Plan (QAP) that addresses critical, measurable operational performance standards for the services required under this contract. The contractor shall incorporate in the QAP a periodic system that reviews and updates the changes to all plans, policies and procedures. The QAP shall include a monthly audit, or as directed by INS which shall include the performance review of the facility operations for compliance with the QAP and compliance with the requirements of this contract. The

- contractor shall notify the government 24 hours in advance of the audit to ensure the COTR is available to participate. The contractor's QAP shall be capable of identifying deficiencies, appropriate corrective action(s) and timely implementation plan(s) to the Contracting Officer.
- C. An organizational chart detailing all employees by job description which also describes the structure of authority, responsibility and accountability within the facility. This chart shall be updated as necessary and available for review by INS upon request. All changes to the organizational chart shall be reviewed and approved by INS prior to implementation.
  - D. INS has determined that all supervisory and management positions are critical to the performance of the contract. Therefore, a resume of qualifications of personnel projected to fill these positions must be submitted for approval by the Service prior to performance of the associated duties.
  - E. Policy and procedures must ensure an open channel of communication between staff members and detainees. The policy and procedures shall identify detainee points of contact for problem identification and detail the contractors internal system of resolution or referral to appropriate officials.

## SUBSECTION 2.

### PERSONNEL

The contractor shall provide written plans, policies and procedures governing all personnel, to include compliance with all federal requirements and the following specific items. They shall be prepared and submitted to INS for review and approval prior to implementation. Prior to any employee performing duties under this contract, the contractor shall compile all documents and certifications which demonstrate the employees' compliance with the terms and conditions for employment as required by this contract and provide them to the COTR. The contractor shall obtain written approval from the COTR, for each employee, prior to assignment of duties.

- A. The contractor shall furnish managerial, administrative, and personnel to accomplish all work required. The contractor shall provide full time and/or part time personnel to assure continuity of staff coverage, to accept, house, supervise, discharge, and perform all ancillary functions of all detainees while in custody twenty-four hours a day, seven days a week. The contractor shall, at all times, staff the facility to accommodate the maximum population of 356 detainees. Staff detention officers of both sexes shall be on duty at all times. At a minimum, a sufficient number of female staff shall be employed so that at least one female staff member is present to provide custodial supervision of each female housing unit; each non-unit female work detail; and each escorted female group. By noon each day, the contractor shall provide to INS the duty roster showing all assignments for the succeeding day.
- B. Contractor personnel shall be adequately supervised at all times; i.e., by individuals who are full time supervisors and have met the supervisory training requirements. In the absence of the Facility Administrator, a designated person shall be placed in charge and shall have supervision as his primary function during the times he is in charge. Female detainees shall be supervised within the facility day room/dormitory only by female staff detention officers. When females are transported or are in custody under the on-call posts, there must be at least one female staff detention officer present.
- C. The Contractor is responsible for providing necessary translators or bi-lingual personnel for necessary communication with detainees who do not speak or comprehend the English language. Other than emergency situations, detainees shall not be used for translation services. The contractor may\* utilize commercial telephone language interpretive services to fulfill this requirement.
- D. Standards of employee conduct. The contractor shall develop standards of employee conduct and specific disciplinary actions which are consistent with the Federal Standards of Conduct, 28 CFR PART 45. The contractor shall hold his employees accountable for their conduct based on these standards, which are not restricted to, but must include:

## SECTION I

CONTRACT CLAUSES

FAR 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://www.arnet.gov>.

FAR 52.202-1	Definitions	DEC 2001
FAR 52.203-3	Gratuities	APR 1984
FAR 52.203-5	Covenant Against Contingent Fees	APR 1984
FAR 52.203-6	Restrictions on Subcontractor Sales to the Government	JUL 1995
FAR 52.203-7	Anti-Kickback Procedures	JUL 1995
FAR 52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
FAR 52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	JAN 1997
FAR 52.203-12	Limitation on Payments to Influence Certain Federal Transactions	JUN 1997
FAR 52.204-4	Printing/Copying Double Sided on Recycled Paper	AUG 2000
FAR 52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed For Debarment	JUL 1995
FAR 52.215-2	Audit and Records—Negotiation	JUN 1999
FAR 52.215-8	Order of Precedence – Uniform Contract Format	OCT 1997
FAR 52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
FAR 52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
FAR 52.215-15	Pension Adjustments and Asset Reversions	DEC 1998
FAR 52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
FAR 52.215-18	Revision or Adjustment of Plans for Postretirement Benefits Other (PRB) Than Pension	OCT 1997
FAR 52.215-19	Notification of Ownership Changes	OCT 1997

ACD-2-R-0014		ACD-3-C-0008
FAR 52.215-21	Requirements For Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications	OCT 1997
FAR 52.219-8	Utilization of Small Business Concerns	OCT 2000
FAR 52.219-9	Small Business Subcontracting Plan	OCT 2001
FAR 52.219-16	Liquidated Damages – Subcontracting Plan	JAN 1999
FAR 52.222-3	Convict Labor	AUG 1996
FAR 52.222-4	Contract Work Hours and Safety Standards Act – Overtime Compensation	SEPT 2000
FAR 52.222-21	Prohibition of Segregated Facilities	FEB 1999
FAR 52.222-26	Equal Opportunity	FEB 1999
FAR 52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans Of the Vietnam Era, and other Eligible Veterans	DEC 2001
FAR 52.222-36	Affirmative Action for Workers with Disabilities	JUN 1998
FAR 52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era	DEC 2001
FAR 52.222-38	Compliance With Veterans' Employment Reporting Requirements	DEC 2001
FAR 52.222-41	Service Contract Act of 1965, as Amended	MAY 1989
FAR 52.222-43	Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts)	MAY 1989
FAR 52.223-3	Hazardous Material Identification and Material Safety Data	JAN 1997
FAR 52.223-5	Pollution Prevention and Right-to-Know Information	ARP 1998
FAR 52.223-6	Drug-Free Workplace	MAY 2001
FAR 52.223-10	Waste Reduction Program	AUG 2000
FAR 52.223-14	Toxic Chemical Release Reporting	OCT 2000
FAR 52.224-1	Privacy Act Notification	APR 1984
FAR 52.224-2	Privacy Act	APR 1984
FAR 52.225-11	Restrictions on Certain Foreign Purchases	MAY 2002
FAR 52.227-1	Authorization and Consent	JUL 1995
FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	AUG 1996
FAR 52.229-4	Federal, State, and Local Taxes (Noncompetitive Contract)	JAN 1991
FAR 52.229-5	Taxes - Contracts Performed in U.S. Possessions or Puerto Rico	APR 1984

ACD-2-R-0014

ACD-3-C-0008

FAR 52.230-2	Cost Accounting Standards	APR 1998
FAR 52.230-3	Disclosure and Consistency of Cost Accounting Standards	APR 1998
FAR 52.230-6	Administration of Cost Accounting Standards	NOV 1999
FAR 52.232-1	Payments	APR 1984
FAR 52.232-8	Discounts for Prompt Payment	MAY 1997
FAR 52.232-11	Extras	APR 1984
FAR 52.232-17	Interest	JUN 1996
FAR 52.232-23	Assignment of Claims	JAN 1986
FAR 52.232-25	Prompt Payment	MAY 2001
FAR 52.232-34	Payment by Electronic Funds Transfer – Other Than Central Contractor Registration	MAY 1999
FAR 52.233-1	Disputes --Alternate I (DEC 1991)	JULY 2002
FAR 52.233-3	Protest After Award	AUG 1996
FAR 52.237-7	Indemnification and Medical Liability Insurance	JAN 1997
FAR 52.242-13	Bankruptcy	JUL 1995
FAR 52.242-17	Government Delay of Work	APR 1984
FAR 52.243-1	Changes – Fixed-Price Alternate I (APR 1984)	AUG 1987
FAR 52.244-5	Competition in Subcontracting	DEC 1996
FAR 52.246-4	Inspection of Services – Fixed-Price	AUG 1996
FAR 52.246-25	Limitation of Liability – Services	FEB 1997
FAR 52.248-1	Value Engineering	FEB 2000
FAR 52.249-2	Termination for Convenience of the Government (Fixed Price)	SEP 1996
FAR 52.249-8	Default (Fixed-Price Supply and Service)	APR 1984
FAR 52.253-1	Computer Generated Forms	JAN 1991
FAR 52.204-1	Approval of Contract	DEC 1989

This contract is subject to the written approval of Headquarters Immigration and Naturalization Service, Director of Procurement Division and shall not be binding until so approved.

FAR 52.216-18

Ordering

OCT 1995

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such order may be issued from the date of award through the expiration of each performance term.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

FAR 52.216-19

Order Limitations

OCT 1995

- (a) **Minimum order.** The Government shall only be restricted to a minimum order limitation minimum on this contract for residential care.
- (b) **Maximum order.** The Contractor is not obligated to honor --  
  
Any order to detain in excess of the number of detainees per day that would cause the Contractor to exceed the ACA Standard.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

FAR 52.216-22

Indefinite Quantity

OCT 1995

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum".

The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the expiration of the final delivery order.

FAR 52.217-8

Option to Extend Services

NOV 1999

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days before the expiration of the current performance period.

FAR 52.217-9

Option to Extend the Term of the Contract

MAR 2000

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days either prior to or after the expiration date of the existing contract period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option provision.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 42 months.

FAR 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.*



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

<u>Employee Class</u>	<u>Monetary Wage</u>	<u>Fringe Benefits</u>
Detention Officer	\$13.47	*
Supervisory Detention Officer	\$16.15	*
Court Security Officer (Bailiff)	\$13.47	*
General Maintenance Worker	\$16.15	*
Maintenance Supervisor	\$18.31	*
Cook I	\$14.00	*
Cook II	\$16.15	*
Typist	\$ 8.82	*
Stock Clerk	\$11.86	*
Recreation Specialist	\$14.97	*
Nurse LPN	\$ 9.62	*
Warehouse Specialist	\$12.92	*
Personnel Assistant II	\$10.80	*
Medical Assistant	\$10.80	*
Registered Nurse II	\$18.31	*
Instructor	\$18.31	*
Mail Clerk	\$ 8.82	*
Secretary	\$10.80	*
Barber	\$15.07	*
Beautician	\$15.07	*
Janitor	\$ 8.82	*

\* 37% of the hourly rate (incl H & W)

FAR 52.232-18

Availability of Funds

APR 1984

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

FAR 52.232-19

Availability of Funds for the Next Fiscal Year

APR 1984

Funds are not presently available for performance under this contract beyond September 30. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, until funds are made available to the

Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

FAR 52.232-35

Designation of Office for Government Receipt of Electronic Funds Transfer Information

MAY 1999

- (a) As provided in paragraph (b) of the clause at 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration, the Government has designated the office cited in paragraph (c) of this clause as the office to receive the Contractor's electronic funds transfer (EFT) information, in lieu of the payment office of this contract.
- (b) The Contractor shall send all EFT information, and any changes to EFT information to the office designated in paragraph (c) of this clause. The Contractor shall not send EFT information to the payment office, or any other office than that designated in paragraph (c). The Government need not use any EFT information sent to any office other than that designated in paragraph (c).

(c) Designated Office:

Immigration and Naturalization Service  
Dallas Finance Center  
P.O. Box 560947  
Dallas, TX 75356-0947

Telephone Number:  
(214) 915-6002  
(214) 915-6291 Fax

FAR 52.237-7

Indemnification and Medical Liability Insurance

JAN 1997

- (a) It is expressly agreed and understood that this is a nonpersonal services contract, as defined in Federal Acquisition Regulation (FAR) 37.101, under which the professional services rendered by the Contractor are rendered in its capacity as an independent contractor. The Government may evaluate the quality of professional and administrative services provided, but retains no control over professional aspects of the services rendered, including by example, the Contractor's professional medical judgment, diagnosis, or specific medical treatments. The Contractor shall be solely liable for and expressly agrees to indemnify the Government with respect to any liability producing acts or omissions by it or by its employees or agents. The Contractor shall maintain during the term of this contract liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence: \$500,000.
- (b) An apparently successful offeror, upon request by the Contracting Officer, shall furnish prior to contract award evidence of its insurability concerning the medical liability insurance required by paragraph (a) of this clause.
- (c) Liability insurance may be on either an occurrences basis or on a claims-made basis. If the policy is on a claims-made basis, an extended reporting endorsement (tail) for a period of not less than 3 years after the end of the contract term must also be provided.

- (d) Evidence of insurance documenting the required coverage for each health care provider who will perform under this contract shall be provided to the Contracting Officer prior to the commencement of services under this contract. If the insurance is on a claims-made basis and evidence of an extended reporting endorsement is not provided prior to the commencement of services, evidence of such endorsement shall be provided to the Contracting Officer prior to the expiration of this contract. Final payment under this contract shall be withheld until evidence of the extended reporting endorsement is provided to the Contracting Officer.
- (e) The policies evidencing required insurance shall also contain an endorsement to the effect that any cancellation or material change adversely affecting the Government's interest shall not be effective until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer. If during the performance period of the contract the Contractor changes insurance providers, the Contractor must provide evidence that the Government will be indemnified to the limits specified in paragraph (a) of this clause, for the entire period of the contract, either under the new policy, or a combination of old and new policies.
- (f) The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts under this contract for health care services and shall require such subcontractors to provide evidence of and maintain insurance in accordance with paragraph (a) of this clause. At least 5 days before the commencement of work by any subcontractor, the Contractor shall furnish to the Contracting Officer evidence of such insurance.

FAR 52.244-6

Subcontracts for Commercial Items.

MAY 2002

- (a) Definitions. As used in this clause --
  - "Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.
  - "Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.
- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.
- (c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:
  - (i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
  - (ii) 52.222-26, Equal Opportunity (APRIL 2002)(E.O. 11246).
  - (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001)(38 U.S.C. 4212(a)).

- iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998)(29 U.S.C. 793).
- (v) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (JUN 2000)(46 U.S.C. Appx 1241)(flow down not required for subcontracts awarded beginning May 1, 1996).

- (c)(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.


JAR 2852.223-70

Unsafe Conditions Due to the Presence of Hazardous Material

APR 1998

- (a) Unsafe condition as used in this clause means the actual or potential exposure of contractor or Government employees to a hazardous material as defined in Federal Standard No. 313, and any revisions thereto during the term of this contract, or any other material or working condition designated by the Contracting Officer's Technical Representative (COTR) as potentially hazardous and requiring safety controls.
- (b) The Occupational Safety and Health Administration (OSHA) is responsible for issuing and administering regulations that require contractors to appraise its employees of all hazards to which they may be exposed in the course of their employment; proper conditions and precautions for safe use and exposure; and related symptoms and emergency treatment in the event of exposure.
- (c) Prior to commencement of work, contractors are required to inspect for and report to the contracting officer or designee the presence of, or suspected presence of, any unsafe condition including asbestos or other hazardous materials or working conditions in areas in which they will be working.
- (d) If during the performance of the work under this contract, the contractor or any of its employees, or subcontractor employees, discovers the existence of an unsafe condition, the contractor shall immediately notify the contracting officer, or designee, (with written notice provided not later than three (3) working days thereafter) of the existence of an unsafe condition. Such notice shall include the contractor's recommendations for the protection and the safety of Government, contractor and subcontractor personnel and property that may be exposed to the unsafe condition.
- (e) When the Government receives notice of an unsafe condition from the contractor, the parties will agree on a course of action to mitigate the effects of that condition and, if necessary, the contract will be amended. Failure to agree on a course of action will constitute a dispute under the Disputes clause of this contract.
- (f) Nothing contained in this clause shall relieve the contractor or subcontractors from complying with applicable Federal, State, and local laws, codes, ordinances and regulations (including the obtaining of licenses and permits) in connection with hazardous material including but not limited to the use, disturbance, or disposal of such material.

# **Exhibit G**

 <p><b>GEO</b> The GEO Group, Inc. Aurora/I.C.E. Processing Center</p>	<p><b>POLICY and PROCEDURE MANUAL</b></p> <p><b>CHAPTER: Detainee Work Program</b></p> <p><b>TITLE: Detainee Work Plan</b></p> <p><b>RELATED ACA STANDARDS: 4-ALDF-2A-09, 5C-06, 5C-08, 5C-10 – 12, 6B-02, 6B-05</b></p>	<p><b><u>NUMBER:</u></b> <b>8.1.8 – AUR</b></p> <p><b><u>SUPERSEDES:</u></b> <b>1/31/04</b></p>
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## I. POLICY

To provide detainees the opportunity to participate in a voluntary work program and earn money.

## II. PROCEDURE

### A. Voluntary Work Program

Detainees who are physically and mentally able to work will be provided the opportunity to participate in any voluntary work program.

No detainee or group of detainees will be given control, or allowed to exert authority, over other detainees.

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


General work assignments do not require specific skills. A sample of work assignments follows:

1. Kitchen worker (either shift)
2. Recreation/Library/Barber
3. Living area clean-up/janitorial
4. Area cleaning (inside facility)
5. Area cleaning (outside facility)
6. Evening workers (building janitorial)
7. Maintenance
8. Laundry

### B. Voluntary Work Program Objectives

Through the voluntary work program:

1. Physically and mentally able detainees are gainfully employed while contributing to the orderly operation of the facility;

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2. Essential operations and services improve through the productivity of detainees; and
3. Inactivity-induced idleness and disciplinary-code violations will decline.

**C. Required Work Assignments**

Work assignments are voluntary. Detainees are not required to work except to do personal housekeeping and to clean their housing area. Detainees are required to maintain their immediate living areas in a neat and orderly manner. This involves making their beds daily, stacking loose papers, keeping the floor free of debris and dividers free of clutter, and handing/draping no articles of clothing, pictures, keepsakes, or other objects from beds, overhead lighting fixtures, or other furniture.

**D. Voluntary Special Details**


Detainees may volunteer for the temporary work details that occasionally arise. The work, which generally lasts from several hours to several days, can involve labor-intensive work.

**E. Detainee Selection**

1. The detainee will fill out a Work Detail Application; which will be forwarded to the Classification Department. (Attachment 1)
2. Inquiries to staff members about the detainee's attitude and behavior may affect the detainee's selection.
3. Staff members will explain the rules and regulations as well as privileges relating to the detainee worker's status.
4. The primary factors in hiring a detainee as a worker will be his/her classification level and the specific requirements of the job.
5. The Classification Department will review the detainee's detention file and take one of the following courses of action:
  - a. File application in the inactive file if the detainee does not qualify for worker status.
  - b. Place the detainee on the waiting list if the security background check merits approval and there are no current vacancies.
  - c. Prepare a "Verification Document" if the security background check merits approval and the facility is in need of workers.

**F. Discrimination in Hiring Detainee Workers**

Volunteering detainees will not be denied work opportunities based on non-

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merit factors, such as race, religion, national origin, gender, sexual orientation, or disability.

#### **G. Physically and Mentally Challenged Detainees**

The Aurora/I.C.E. Processing Center maintains custody of physically and mentally challenged detainees whose disabilities range from minor to debilitating. While some of these individuals' medical restrictions will prevent them from working, those with less severe disabilities will have the opportunity to participate in the voluntary work program, in appropriate work projects. Discrimination on the basis of disability is prohibited in the detainee work program.

The selecting official must consider the precise limitations of a disabled individual before rejecting certain work assignments. Expediency or convenience will not justify the rejection of a detainee who, with reasonable accommodation, can perform the essential function of the work involved. In disputed cases, the official will consult medical personnel to ascertain the detainee's assignability with regard to a given project.

#### **H. Hours of Work**

The detainee workday approximates the workday in the community. Detainees participating in the volunteer work program are required to work according to a fixed schedule. The normal scheduled workday for a detainee employed full-time is a maximum of 8 hours. Detainees who wish to participate in the work program will not be permitted to work in excess of 8 hours daily, 40 hours weekly.


Detainee performance will be regularly evaluated and recorded. Detainee will receive written recognition of competencies that they acquire.

Unexcused absences from work or unsatisfactory work performance may result in removal from the voluntary work program.

#### **I. Work Restrictions**

A detainee may participate in only one work detail per day. Also, the detainee is required to sign a voluntary work program agreement before every new assignment. Completed agreements will be filed in the detainee's detention file. (Attachment 2)



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**J. Compensation**

Detainees shall receive a stipend of \$1.00 per day, to be paid daily and a bottle of soda once a week.

**K. Removal of Detainee from Work Detail**

A detainee may be removed from a work detail for cause. Upon removing a detainee from a work detail, written justification will be placed in the detainee's detention file. Detainees removed from a work detail for cause will be ineligible for a new work assignment for a period of 60 days.

A non-exhaustive list of reasons for removal follows:

1. Unsatisfactory performance.
2. Disruptive behavior, threats to security, etc.
3. Infraction of a facility rule, regulation or policy, leading to removal from a work detail as a sanction imposed by the Disciplinary Panel.
4. Physical inability to perform all functions required by the job, whether because of a lack of strength or a medical condition. Such detainees may be removed from a work detail to prevent future injuries.

**L. Detainee Responsibility**


Detainees will be informed of their responsibilities by the assigned supervisor prior to beginning work in that area.

The detainee is expected to be ready to report for work at the required time. The detainee may not leave an assignment without permission.

The detainee will perform all assigned tasks diligently and conscientiously. Removal from the work detail and/or disciplinary action may result when a detainee evades attendance and performance standards in assigned activities, or encourages others to do so.

The detainee will exercise care in performing assigned work, using safety equipment and other precautions in accordance with the work supervisor's instructions. In the event of a work-related injury, the detainee shall notify the work supervisor, who will immediately implement injury-response procedures (see Section II, N., below).

**M. Detainee Training and Safety**

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1. Detainee working conditions shall comply with all applicable federal, state, or local work safety laws and regulations, including but not limited to: Occupational Safety and Health Administration (OSHA) regulations, National Fire Protection Association, 101 Life Safety Code, American Correctional Association Standards for Adult Local Detention Facilities, Bureau of Immigration and Customs Enforcement (I.C.E.) Environmental Occupation Safety and Health Detention Standards.
2. Upon the detainee's assignment to a job or detail, the supervisor shall provide thorough instructions regarding safe work methods and, if relevant, hazardous materials. The supervisor shall demonstrate safety features and practices. Workers will learn to recognize hazards in the workplace, to understand the protective devices and clothing provided, and to report deficiencies to their supervisors. "Lack of knowledge or skill" as an accident's cause will not be tolerated. Therefore, the detainee shall undertake no assignment before signing a volunteer work program agreement. Among other things, by signing the agreement the detainee confirms he/she has received and understood training about the assigned job from the supervisor. This agreement will be placed in the detainee's detention file.
3. Medical staff will ensure detainees are medically screened and certified before undertaking a food service assignment.
4. The facility will provide detainees with safety equipment that meets OSHA and other standards associated with the task performed.

#### **N. Detainee Injury and Reporting Procedures**

If a detainee is injured while performing his/her work assignment, the following procedures apply:

1. The work supervisor will immediately notify the facility medical staff.
2. First aid will be administered when necessary.
3. Medical staff will determine what treatment is necessary and where that treatment will take place.
4. The **work supervisor** will complete a detainee accident report (Attachment 3) and submit it for review and processing. The report will be distributed as follows:

Classification (for placement in the detainee's detention file)  
 Facility Administrator  
 Assistant Facility Administrator, Security Operations  
 Chief of Security  
 Fire and Safety Manager  
 H. S. A.

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#### **O. Verification Documents**

1. The Classification Officer will forward verification documents to medical for security-approved applicants that have been detained at the GEO Group Inc., Aurora/I.C.E. Processing Center for at least 14 days.
2. The Medical Department will review the medical status of the applicant and will determine if the detainee has a medical or psychological condition limiting his ability to work.
3. When the Classification Officer receives an approved verification document from the medical department, the applicant will be added to the worker list as a paid worker or volunteer. The verification document will then be forwarded to the respective Department Head for completion and retention. Department Heads will maintain an accurate list of detainees assigned to their areas.
4. If a food service worker is not utilized in food service for a period exceeding two weeks, the Classification Officer and medical staff must review and approve their further use.

NOTE: Any food service worker placed on a suicide watch will not be authorized to perform any food services duties, unless authorized to do so by the Facility Administrator in conjunction with the Health Services Administrator.

#### **P. Food Services Worker Log**

The Food Services Manager shall maintain a log of the status of all food services workers. This log will reflect the following information:


1. Detainee ID and name
2. Date cleared for kitchen
3. Date commenced work
4. Completion of hygiene, kitchen equipment and chemical training
5. Annual approval review dates
6. Date terminated kitchen work

#### **Q. Work Detail Job Descriptions**

The Program Coordinator will maintain written work detail job descriptions.

**THIS POLICY WILL BE REVIEWED AT LEAST ANNUALLY AND UPDATED AS NEEDED.**

**Gray highlighted areas are the changes made to the current revision.**

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**QUESTIONS/SUGGESTIONS REGARDING THIS POLICY SHALL BE ADDRESSED TO THE CHIEF OF SECURITY.**

APPROVED: ORIGINAL SIGNED DATE: 1/31/04  
Warden/Facility Administrator

REVISED/REVIEWED: *JJ Alexander* DATE: 1-12-05

REVISED/REVIEWED: DATE:

REVISED/REVIEWED: DATE:

REVISED/REVIEWED: DATE:

REVISED/REVIEWED: DATE:

REVISED/REVIEWED: DATE:

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REVISED/REVIEWED: DATE:

# **Exhibit H**

 <p><b>ICE APPROVAL</b></p> 	<p style="text-align: center;"><b>Aurora Detention Center POLICY and PROCEDURE MANUAL</b></p> <p style="text-align: center;"><b>8.1.8-AUR</b></p> <p>CHAPTER: ICE Detainee Work Program TITLE: ICE Detainee Work Plan RELATED ACA STANDARDS: 4-ALDF-2A-09, 5C-06, 5C-08, 5C-10 – 12, 6B-02, 6B-05</p>	<p><b>EFFECTIVE:</b> 08/18/14</p> <p><b>SUPERSEDES:</b> 5/06/13</p> <p><b>APPROVED BY:</b></p> 
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**I. POLICY**

To provide detainees the opportunity to participate in a voluntary work program and earn money.

**II. PROCEDURE**

**A. Voluntary Work Program**

Detainees who are physically and mentally able to work will be provided the opportunity to participate in a voluntary work program.

No detainee or group of detainees will be given control, or allowed to exert authority, over other detainees. [4-ALDF-2A-09]

The detainee's classification level will determine the type of work assignment for which he/she is eligible. High Level detainees shall not be given work opportunities outside of their housing units/living area.

Inmates/detainees assigned as orderlies in segregation units must be reviewed and approved by the Chief of Security.

General work assignments do not require specific skills. A sample of work assignments follow:

1. Kitchen worker (either shift)
2. Recreation/Library/Barber
3. Living area clean-up/janitorial
4. Area cleaning (inside facility)
5. Area cleaning (outside facility)
6. Evening workers (building janitorial)
7. Maintenance
8. Laundry



**B. Voluntary Work Program Objectives**

Through the voluntary work program:

1. Physically and mentally able detainees are gainfully employed while contributing to the orderly operation of the facility;
2. Essential operations and services improve through the productivity of detainees; and
3. Inactivity-induced idleness and disciplinary-code violations will decline.

**C. Required Work Assignments**

Work assignments are voluntary. Detainees are not required to work except to do personal housekeeping and to clean their housing area. Detainees are required to maintain their immediate living areas in a neat and orderly manner.

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This involves making their beds daily, stacking loose papers, keeping the floor free of debris, and hanging/draping no articles of clothing, pictures, keepsakes, or other objects from beds, overhead lighting fixtures, or other furniture.

**D. Voluntary Special Details**

Detainees may volunteer for the temporary work details that occasionally arise. The work, which generally lasts from several hours to several days, can involve labor-intensive work.

**E. Detainee Selection**

Completed detainee work applications will be forwarded to the Classification Officer.

The Classification Officer shall review the detainee's classification and other relevant documents in the detainee's detention file and/or A-file.

The Classification Officer shall assess the detainee's language skills as it affects the detainee's ability to perform the specific requirements of the job under supervision. To the extent possible, work opportunities should be provided to detainees who are able to communicate with supervising staff effectively and in a manner that does not compromise safety and security.

Inquiries to staff about the detainee's attitude and behavior may be used as a factor in the selection.

Staff shall explain the rules and regulations as well as privileges relating to the detainee worker's status. The detainee is required to sign a **voluntary work program agreement** before every new assignment. Completed agreements shall be filed in the detainee's detention file.

**F. Discrimination in Hiring Detainee Workers**

Volunteering detainees will not be denied work opportunities based on non-merit factors, such as race, religion, national origin, gender, sexual orientation, or disability.



**G. Physically and Mentally Challenged Detainees**

The Aurora/ICE Processing Center maintains custody of physically and mentally challenged detainees whose disabilities range from minor to debilitating. While some of these individuals' medical restrictions will prevent them from working, those with less severe disabilities will have the opportunity to participate in the voluntary work program, in appropriate work projects. Discrimination on the basis of disability is prohibited in the detainee work program.

The selecting official must consider the precise limitations of a disabled individual before rejecting certain work assignments. Expediency or convenience will not justify the rejection of a detainee who, with reasonable accommodation, can perform the essential function of the work involved. In disputed cases, the official will consult medical personnel to ascertain the detainee's assignability with regard to a given project.

**H. Hours of Work**

The detainee workday approximates the workday in the community. Detainees participating in the volunteer work program are required to work according to a fixed schedule. The normal scheduled workday for a detainee employed full-time is a maximum of 8 hours. Detainees who wish to participate in the work program will not be permitted to work in excess of 8 hours daily, 40 hours weekly. **Detainees work no more than 2 or 4 hours at a time in extreme hot and cold**

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environments as described in Corporate policy 13.1.8.

Detainee performance will be regularly evaluated and recorded. Detainees will receive written recognition of competencies that they acquire.

Unexcused absences from work or unsatisfactory work performance may result in removal from the voluntary work program.

General Work Assignments and Times

1.	Food Service workers	0400-1200	1300-1930	
2.	Living area clean-up/janitorial	0630-1400	1800-2100	
3.	Area cleaning (inside facility)	0730-1430	1530-2230	2345-0500
4.	Area cleaning (outside facility)	0730-1430		
5.	Evening workers (building janitorial)	1530-2230		
6.	Maintenance	0930-1430		
7.	Laundry	0730-1430		
		Mon-Fri	Sat-Sun	
8.	Barber	1530-2100	0730-1430	

**I. Work Restrictions**

A detainee may participate in only one work detail per day. Also, the detainee is required to sign a voluntary work program agreement before every new assignment. Completed agreements will be filed in the detainee's detention file.

**J. Compensation**

Detainees shall receive a stipend of \$1.00 per day, to be paid daily.

**K. Removal of Detainee from Work Detail**

A detainee may be removed from a work detail for such causes as:



- Unsatisfactory performance;
  - Disruptive behavior, threats to security, etc.
  - Physical inability to perform all functions required by the job, whether because of a lack of strength or a medical condition;
  - Prevention of injury to the detainee;
  - A removal sanction imposed by the Institutional Disciplinary Panel for an infraction of a facility rule, regulation, or policy.
- When a detainee is removed from a work detail, written documentation of the circumstances and reason for removal will be placed in the detainee detention file.

**L. Detainee Responsibility**

Detainees will be informed of their responsibilities by the assigned supervisor prior to beginning work in that area.

The detainee is expected to be ready to report for work at the required time. The detainee may



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not leave an assignment without permission.

The detainee will perform all assigned tasks diligently and conscientiously. Removal from the work detail and/or disciplinary action may result when a detainee evades attendance and performance standards in assigned activities, or encourages others to do so.

The detainee will exercise care in performing assigned work, using safety equipment and other precautions in accordance with the work supervisor's instructions. In the event of a work-related injury, the detainee shall notify the work supervisor, who will immediately implement injury-response procedures (see Section II, N., below).

#### **M. Detainee Training and Safety**



1. Detainee working conditions shall comply with all applicable federal, state, or local work safety laws and regulations, including but not limited to: Occupational Safety and Health Administration (OSHA) regulations, National Fire Protection Association, 101 Life Safety Code, American Correctional Association Standards for Adult Local Detention Facilities, Immigration and Customs Enforcement (I.C.E.) Environmental Occupation Safety and Health Detention Standards.
2. Upon the detainee's assignment to a job or detail, the supervisor shall provide thorough instructions regarding safe work methods and, if relevant, hazardous materials. The supervisor shall demonstrate safety features and practices. Workers will learn to recognize hazards in the workplace, to understand the protective devices and clothing provided, and to report deficiencies to their supervisors. "Lack of knowledge or skill" as an accident's cause will not be tolerated. Therefore, the detainee shall undertake no assignment before signing a volunteer work program agreement. Among other things, by signing the agreement the detainee confirms he/she has received and understood training about the assigned job from the supervisor. This agreement will be placed in the detainee's detention file.
3. Medical staff will ensure detainees are medically screened and certified before undertaking a Food service or Barbering service assignment.
4. The facility will provide detainees with safety equipment that meets OSHA and other standards associated with the task performed.

#### **N. Detainee Injury and Reporting Procedures**

If a detainee is injured while performing his/her work assignment, the following procedures apply:

1. The work supervisor will immediately notify facility medical staff and the on-duty shift supervisor who will notify ICE.
2. First aid will be administered when necessary.
3. Medical staff will determine what treatment is necessary and where that treatment will take place.
4. The work supervisor will complete a detainee accident report and submit it for review and processing. The report will be distributed as follows:

Classification (for placement in the detainee's detention file)  
Warden  
Assistant Warden of Operations  
Chief of Security  
Environmental Specialist/Fire and Safety Manager  
Health Services Administrator

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**O. Verification Documents**

1. The Classification Officer will forward verification documents to medical for security-approved applicants that have been detained at the GEO Group Inc., Aurora Detention Center for at least 14 days. Only kitchen and barbershop applicants will require this process.
2. The Medical Department will review the medical status of the applicant and will determine if the detainee has a medical or psychological condition limiting his ability to work.
3. When the Classification Officer receives an approved verification document from the medical department, the detainee will be added to the verification document pending approval, upon approval from the responsible shift supervisor the applicant will be added to the worker list as a paid worker or volunteer.
4. If a food service worker is not utilized in food service for a period exceeding two weeks, the Classification Officer and medical staff must review and approve their further use.

NOTE: Any food service worker placed on a suicide watch will not be authorized to perform any food services duties, unless authorized to do so by the Warden in conjunction with the Health Services Administrator.

**P. Food Services Worker Log**

The Food Service Administrator shall maintain a log of the status of all food services workers. This log will reflect the following information:

1. Detainee ID and name
2. Date cleared for kitchen
3. Date commenced work
4. Completion of hygiene, kitchen equipment and chemical training
5. Annual approval review dates
6. Date terminated kitchen work

**Q. Work Detail Job Descriptions**


The Office Records Manager/Program Coordinator will maintain written work detail job descriptions.

**THIS POLICY WILL BE REVIEWED AT LEAST ANNUALLY AND UPDATED AS NEEDED.**

**Gray highlighted areas are the changes made to the current revision.**

**QUESTIONS/SUGGESTIONS REGARDING THIS POLICY SHALL BE ADDRESSED TO THE ASSISTANT WARDEN OF OPERATIONS.**

# **Exhibit U**

 <b>The GEO Group, Inc.</b> <b>Aurora/I.C.E.</b> <b>Processing Center</b>	<b>POLICY and PROCEDURE MANUAL</b>	<b>NUMBER:</b> <b>12.1.4 - AUR</b>
	<b>CHAPTER: Sanitation</b> <b>TITLE: Sanitation Procedures</b> <b>RELATED ACA STANDARDS: 4-ALDF-1A-01, 1A-02, 1A-04, 1A-07</b>	<b>SUPERSEDES:</b>  <b>2/13/04</b>

**I. POLICY**

To provide staff and detainees with a clean sanitary living environment consistent with all applicable codes, standards and sound detention practice.

**II. PROCEDURES**

The Facility Fire Safety Manager (FFSM) will develop and oversee procedures that ensure the facility's sanitation plan is carried out; however, ensuring high standards of housekeeping and sanitary practices in the various areas of the facility is the responsibility of each department head.


**A. Housekeeping Plan**

A written housekeeping plan will be developed for each area of the facility, including common areas such as halls, exterior walks, etc. These plans will be prepared as directed by the FFSM, the Director of Security, and the head of the department involved.

Plans will include a cleaning schedule for the area; specific assignments for detainees assigned to sanitary duties; a time schedule for completion; and specific instructions for cleaning cells, dayrooms, and other common areas, floors and doors, storage areas, other program areas, walls and windows, toilet and shower facilities, and equipment.

Housekeeping plans for all areas will be forwarded to the FFSM for review and approval. Copies of all approved plans will be distributed and maintained in the offices of the department head responsible for the area, the Watch Commander, the FFSM, and the Director of Security.

Waste disposal procedures will be included in the sanitation plan, providing for proper collection, storage, and disposal of all liquid and solid waste accumulations for each area.

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Necessary cleaning supplies and equipment will be procured from the Supply Officer. Detention Officers and other department heads are responsible for the secure, hygienic storage of all cleaning supplies, including the proper storage of mops and other wet items.

### **B. Detainee Sanitation Responsibilities**

Each detainee will be responsible for the cleanliness of his or her cell or living area, including walls, floors, sink, toilet, windows, and other property within the cell, room, or living area.

Beds will be made neatly and tightly. Nothing will be placed over windows, lights, vents, bars or grilles. Shoes will be neatly lined up under the edge of the bed. All personal property will be stored in the locker/container provided. Detainee personal property storage and limits will be enforced in the process of all sanitation inspections.

Cleaning materials and articles for cleaning will be issued by the Dormitory Officer to each detainee. The detainee is responsible for the proper use and care of these articles.

### **C. Dormitory Sanitation**

At 7:00 a.m. each day, the following items will be issued:

- Mops and buckets
- Brooms
- Scrub brushes
- Cleaning rags
- Cleaners for use in cleaning toilets and showers

Cleaning items will be secured each day by 10:00 a.m.; before and after issue staff will inspect all cleaning equipment for safety, cleanliness and damage.

At 10:30 a.m. and 5:30 p.m. each day, the following items will be issued:

- Mops and buckets
- Brooms
- Cleaning rags

Cleaning items will be secured each day by 12:00 p.m. and 7:00 p.m., respectively. Staff will inspect all cleaning equipment for safety, cleanliness and

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damage, before and after issue.

The Dormitory Officer and Watch Commander are responsible for inspection of all cleaning.

Cleaning implements will be kept in the janitorial closet, so as to provide for proper ventilation and drying.

**D. Segregation/Special Management Unit Sanitation**

Cells will be cleaned daily and as detainees are transferred or released. This will include cleaning the toilet/sink areas, mopping the floor and wiping down flat surfaces.

**E. Common Area Sanitation**

The 1<sup>st</sup> Shift is responsible for cleaning corridors and other common areas of the facility. Detainee workers will conduct the cleaning.

Waxing of corridors and dormitory floors will be done as needed during the week on 1<sup>st</sup> Shift. All floors will be kept clean, dry, and free of hazardous substances.

The Watch Commander will inspect common areas for compliance with all sanitation standards and oversee the correction of any deficiencies.


**F. Inspection Program**

Pre-assigned staff members will conduct daily inspections of sanitation levels in all areas of the facility. These inspections will be in addition to the security inspections conducted under Policy and Procedures 5.9.7.1. A record of these inspections will be filed with the Director of Security.

Post orders will reflect the areas of sanitation and inspection responsibility for each staff member.

The Dormitory/Unit Officer will inspect all living areas daily and report any infraction of these regulations to the immediate supervisor. The officer will notify detainees of unsatisfactory conditions, in cases of continued noncompliance, staff will issue an incident report.

Each department head will personally inspect his or her department or area of responsibility at least once a week; that inspection will be logged.

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The FFSM or the Assistant FFSM will conduct monthly inspections of sanitation levels in all areas of the facility and will keep a record of those inspections on file.

The county Health Department will conduct annual inspections to ensure and document compliance with all applicable law and regulations related to sanitation and health. The Food Services Manager will keep a record of those inspections.

#### **G. Water Supply**

The facility's potable water source and supply, owned and operated by the public water department, is certified at least annually by an independent, outside source to be in compliance with all jurisdictional laws and regulations.


#### **H. Maintenance Issues**

The facility will have an established system for reporting, responding to, and accounting for materials and labor relating to all facility repairs.

Major maintenance of toilets, wash basins, sinks, and other equipment in the facility will be the responsibility of the Maintenance Department.

**THIS POLICY WILL BE REVIEWED AT LEAST ANNUALLY AND UPDATED AS NEEDED.**

**Gray highlighted areas are the changes made to the current revision.**

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**QUESTIONS/SUGGESTIONS REGARDING THIS POLICY SHALL BE ADDRESSED TO THE CHIEF OF SECURITY.**

APPROVED: ORIGINAL SIGNED DATE: 2/13/04  
Warden/Facility Administrator

REVISED/REVIEWED: JJ Alexander DATE: 11-19-04

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	<b>HOUSEKEEPING PLAN POLICY AND PROCEDURE MANUAL</b>	<b>ATTACHMENT TO NUMBER: 12.1.4 - AUR</b>
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The facility establishes this Housekeeping Plan to maintain the physical plant and to ensure that sanitation and safety practices comply with applicable laws, codes, regulations, and standards relating to sanitation and safety within the facility.

### **Overview**

A clean, safe, and sanitary working and living environment requires certain general sanitation standards be maintained. Particular attention will be given to the following:

1. Facility floors will be kept clean, dry and free of hazardous substances.
2. Sinks and toilets will be clean and sanitary.
3. Furniture, shelves, and countertops will be clean and free of dust.
4. Windows and mirrors will be kept clean.
5. Mops and rags will be laundered.
6. Window sills, ledges, and door frames and tracks will be kept clean and free of dust and debris.
7. Trash will be removed promptly and placed in the designated removal containers and/or areas.


All safety and sanitation inspections will be conducted under the Facility Administrator's direction and authorization. The Facility Fire Safety Manager (FFSM) will be authorized to take all measures necessary to comply with the applicable laws and regulations of the county and state in regard to facility safety and sanitation.

All staff members conducting sanitation inspections will furnish the Facility Administrator with written reports, including specific deficiencies noted during the inspection and the required corrective action. The FFSM will ensure deficiencies are corrected in the required amount of time and will confer with the inspecting staff member regarding documentation of corrective actions or any re-inspection that may be required.

Inspections will include, but not be limited to ensuring the following:

1. Floors are clean, dry, and free of hazardous substances.
2. There are no unnecessary accumulations of flammables.
3. Exits are not blocked and are usable.
4. Fire equipment is accessible.
5. No vermin or pest infestation is evident.
6. There are no plumbing leaks in the water system.

If any of these conditions exist, the supervisor will take immediate corrective action if possible, or a work order will be forwarded to the FFSM.

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### **Food Service Areas**

It is the responsibility of the Food Services Manager to ensure high sanitation standards are maintained in the food preparation and service areas. The Kitchen Supervisor will supervise the kitchen detainee work force in daily routing cleaning duties. The kitchen will be inspected and rated by the county Health Department at least annually.

### **Medical Areas**

Special attention will be afforded the medical area to comply with health standards for cleanliness. The staff member supervising detainee workers will ensure they are under that individual's constant, direct visual observation while cleaning the medical area.

### **Public Lobby**

The public lobby will be swept, mopped, and waxed as needed by detainee workers. All glass will be cleaned on an as-needed basis. Additionally, the lobby will be monitored for cleanliness throughout the day by assigned staff. Any hazards or unclean conditions will immediately be corrected by a detainee worker under an officer's supervision.

### **Visitation**


All visitation areas will be cleaned as needed by detainee workers after the area is thoroughly searched by staff. All trash will be discarded, carpets vacuumed, and glass cleaned as needed. Carpets will, at a minimum, be cleaned once a quarter. This cleaning will be conducted on 1<sup>st</sup> Shift.

### **Restricted Security Areas**

The control center and the Maintenance Shop will be off limits to detainees at all times (no exceptions). These areas will be cleaned by facility staff members. This cleaning will consist of cleaning counter areas, discarding trash, vacuuming the carpet, as needed, and cleaning all glass, as needed.

### **Rear Sally Port Area**

The rear sally port area is a means of egress during emergency situations; therefore, it must be free of debris, parked vehicles, etc. It is the responsibility of the Intake Officer to ensure that this area is clear by the end of each day.

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### **Liquid and Solid Waste**

Liquid waste will be disposed of through the waste water system. Mop bucket water will be disposed of by pouring the water down the designated mop bucket cleaning sink. Solid waste and trash will be removed from departments and housing units at least once each day and placed in the trash container.

### **Carpet Cleaning**

All carpets will be cleaned at least once every quarter by detainee workers. Carpets may be cleaned more frequently as needed. All carpets will be vacuumed daily. 1<sup>st</sup> Shift will be responsible for this cleaning.

### **Hazardous Materials**

All caustic, toxic, and flammable materials will be handled in accordance with Policy 5.8.1.

### **Pest/Vermin Control**


The facility uses the service of a qualified professional extermination contractor. This service's purpose is to eliminate pest infestations and provide preventive treatment of future infestations.

The professional contractor will service the facility at least once a month; this schedule may vary from time to time in areas such as the facility kitchen. If necessary, additional preventive treatments may be scheduled by the FFSM.

### **Housekeepers**

Supervising housekeepers is the responsibility of the officers assigned to the dormitory/unit. Supervision includes assigning duties, training newly assigned detainees on their task, supervising work as it is done and removing detainees who do not perform.

Dormitory/Unit Officers must notify the Director of Security of any detainee removed from worker status for nonperformance for duties or for vacancies that occur due to a release or transfer. The Classification Department is responsible for assigning the next eligible detainee in that dormitory/unit to fill the vacancy.

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**Dormitories**

On a weekly basis or as needed, all dorms will be subject to a total sanitation project to assure standards are met and maintained. The responsibility for cleaning will be shared by 2<sup>nd</sup> and 3<sup>rd</sup> shifts. 2<sup>nd</sup> Shift will be responsible for the West side and 3<sup>rd</sup> shift responsible for the East side. The following schedule will be followed:

**WEST SIDE**


Monday	A	Dorm
Tuesday	B	Dorm
Wednesday	C	Dorm
Thursday	D	Dorm
Friday	E	Dorm
Saturday	F	Dorm
Sunday	G	Dorm

**EAST SIDE**

Monday	L	Dorm
Tuesday	M	Dorm
Wednesday	N	Dorm
Thursday	X	Dorm
Friday	Y	Dorm
Saturday	Z	Dorm
Sunday	Seg/SMU	


**FACILITY CLEAN-UP  
DAILY CLEANING SCHEDULE**

AREA	CLEANERS AND DISINFECTANTS USED	SPECIAL INSTRUCTIONS
Floors (Hallways, East and West Cores, Intake, Medical Area and East Recreation)	Virex II-256 Disinfectant (diluted)	Sweep and damp mop. Strip, seal and wax and spray buff as needed.
Windows And Window Sills	Glance ® Glass Cleaner (diluted)	Clean windows and wipe down surfaces to keep them dust-free
Sinks, Commodes and Showers	Scaleaway ®, Tri Sodium Phosphate (TSP), Non-Acid Toilet Bowl Cleaner and Virex II –256 Disinfectant (diluted)	Clean surfaces with cloth, scrubbing pad or brush using the appropriate cleanser.
Stainless Steel (Showers, Sinks)	High Shine	Wipe down surfaces with cloth
Trash Receptacles	Virex II- 256 Disinfectant (diluted)	Empty and wipe down daily
Furniture and Equipment	Virex II – 256 Disinfectant (diluted)	Wipe down surfaces with cloth
Stainless Steel (Showers, Sinks)	High Shine	Wipe down surfaces with cloth

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**HOUSING UNIT CLEANING SCHEDULE  
ASSIGNED HOUSEKEEPERS  
AND DORMITORY TRUSTEE**

AREA	SCHEDULED CLEANING	CLEANERS AND DISINFECTANTS USED	SPECIAL INSTRUCTIONS
Floors	Once per shift (more often if needed)	Virex II-256 Disinfectant (diluted)	Sweep and damp mop
Divider Walls, Windows And Window Sills	Once per shift (more often if needed)	Glance ® Glass Cleaner (diluted)	Clean windows and wipe down surfaces to keep them dust-free
Sinks, Commodes and Showers	Once per shift (more often if needed)	Scaleaway ®, Tri Sodium Phosphate (TSP), Non-Acid Toilet Bowl Cleaner and Virex II -256 Disinfectant (diluted)	Clean surfaces with cloth, scrubbing pad or brush using the appropriate cleanser.
Trash Receptacles	Daily	Virex II- 256 Disinfectant (diluted)	Empty and wipe down daily
Furniture	Once per shift	Virex II - 256 Disinfectant (diluted)	Wipe down surfaces with cloth
Equipment	Each Shift	Virex II - 256 Disinfectant (diluted)	Wipe down surfaces with cloth
Stainless Steel (Showers, Sinks)	Once per shift)	High Shine	Wipe down surfaces with cloth
Mattresses	Upon movement of detainees	Virex II - 256 Disinfectant (diluted)	Wipe down surfaces with cloth
Light Fixtures/Vents/Air Ducts	Once a month	Virex II - 256 Disinfectant (diluted)	Wipe down surfaces with cloth. Use air compressor to clean vents. (Done by Maintenance Trustee).

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**KITCHEN  
CLEANING SCHEDULE**

AREA	SCHEDULED CLEANING	CLEANER & DISINFECTANTS	SPECIAL INSTRUCTIONS
Tables and Sinks, Stainless Steel	After every use	Pro Quat 100	Polish with High Shine every Wednesday
Pots and Pans	After every use	Lemon Pot and Pan Degreaser	Use 3-sink table and sanitize
Ovens and Grill	After every use	Pro Kling Foaming Oven and Grill Cleaner	Degrease every Thursday with degreaser
Dishwasher	After every use	Descaler	De-lime every Thursday and polish with high shine
Chemical Room	Daily	Kitchen degreaser.	Sweep and mop. Restock cabinet weekly
Floors	Hourly or as needed	Kitchen degreaser	Monitor constantly, Use "Wet Floor" signs
Storeroom	Daily	Kitchen degreaser	Sweep and mop. Every Monday move racks from the wall and mop floor.
Hoods and filters	Twice daily	Grease cutter High shine	Clean the filters every Monday and polish with high shine.
Freezer and refrigerator	Every Tuesday	Freezer clean	Sweep floor and wipe down the racks
Kettles	After every use	Lemon Pot and Pan degreaser High shine	Every Tuesday shine the exterior surface with high shine.
Bathroom	Once per shift	Scaleway, TriSodium Phosphate (TSP), Non-Acid Toilet Bowl Cleaner and degreaser	Check every shift. Sign out chemicals from laundry (supply) during assigned hours.
Food warmer and food carts	Daily	High Shine / degreaser	Inside – weekly with degreaser; outside daily with high shine.

	<b>HOUSEKEEPING PLAN POLICY AND PROCEDURE MANUAL</b>	<b>ATTACHMENT TO NUMBER: 12.1.4 - AUR</b>
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**QUESTIONS/SUGGESTIONS REGARDING THIS POLICY SHALL BE ADDRESSED TO THE FACILITY FIRE SAFETY OFFICER.**

APPROVED: \_\_\_\_\_ ORIGINAL SIGNED \_\_\_\_\_ DATE: 2/11/04  
Facility Fire Safety Officer

APPROVED: \_\_\_\_\_ ORIGINAL SIGNED \_\_\_\_\_ DATE: 2/13/04  
Warden/Facility Administrator

REVISED/REVIEWED:  \_\_\_\_\_ DATE: 11-19-04  
Facility Fire Safety Officer

REVISED/REVIEWED:  \_\_\_\_\_ DATE: 11-19-04  
Warden/Facility Administrator

REVISED/REVIEWED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Facility Fire Safety Officer

REVISED/REVIEWED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Warden/Facility Administrator

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Warden/Facility Administrator

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Warden/Facility Administrator

REVISED/REVIEWED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Facility Fire Safety Officer

REVISED/REVIEWED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Warden/Facility Administrator

	<b>Aurora/ICE Processing Center POLICY and PROCEDURE MANUAL</b>	<b>NUMBER:</b> 12.1.4 - AUR
	<b>CHAPTER: Sanitation</b>	<b>SUPERSEDES:</b>
	<b>TITLE: Sanitation Procedures</b>	11/19/04
	<b>RELATED ACA STANDARDS: 4-ALDF-1A-01, 1A-02, 1A-04, 1A-07</b>	

**I. POLICY**

To provide staff and detainees with a clean sanitary living environment consistent with all applicable codes, standards and sound detention practice.

**II. PROCEDURES**

The Facility Fire Safety Manager (FFSM) will develop and oversee procedures that ensure the facility's sanitation plan is carried out; however, ensuring high standards of housekeeping and sanitary practices in the various areas of the facility is the responsibility of each department head.

**A. Housekeeping Plan**


A written housekeeping plan will be developed for each area of the facility, including common areas such as halls, exterior walks, etc. These plans will be prepared as directed by the FFSM, the Director of Security, and the head of the department involved.

Plans will include a cleaning schedule for the area; specific assignments for detainees assigned to sanitary duties; a time schedule for completion; and specific instructions for cleaning cells, dayrooms, and other common areas, floors and doors, storage areas, other program areas, walls and windows, toilet and shower facilities, and equipment.

Housekeeping plans for all areas will be forwarded to the FFSM for review and approval. Copies of all approved plans will be distributed and maintained in the offices of the department head responsible for the area, the Watch Commander, the FFSM, and the Director of Security.

Waste disposal procedures will be included in the sanitation plan, providing for proper collection, storage, and disposal of all liquid and solid waste accumulations for each area.



	<p style="text-align: center;"><b>Aurora/ICE Processing Center</b> <b>POLICY AND PROCEDURE MANUAL</b></p>	<p style="text-align: center;"><b>NUMBER: 12.1.4 -AUR</b></p>
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Necessary cleaning supplies and equipment will be procured from the Supply Officer. Detention Officers and other department heads are responsible for the secure, hygienic storage of all cleaning supplies, including the proper storage of mops and other wet items.

**B. Detainee Sanitation Responsibilities**

Each detainee will be responsible for the cleanliness of his or her cell or living area, including walls, floors, sink, toilet, windows, and other property within the cell, room, or living area.

Beds will be made neatly and tightly. Nothing will be placed over windows, lights, vents, bars or grilles. Shoes will be neatly lined up under the edge of the bed. All personal property will be stored in the locker/container provided. Detainee personal property storage and limits will be enforced in the process of all sanitation inspections.

Cleaning materials and articles for cleaning will be issued by the Dormitory Officer to each detainee. The detainee is responsible for the proper use and care of these articles.

**C. Dormitory Sanitation**

At 7:00 a.m. each day, the following items will be issued:


- Mops and buckets
- Brooms
- Scrub brushes
- Cleaning rags
- Cleaners for use in cleaning toilets and showers

Cleaning items will be secured each day by 10:00 a.m.; before and after issue staff will inspect all cleaning equipment for safety, cleanliness and damage.

At 10:30 a.m. and 5:30 p.m. each day, the following items will be issued:

- Mops and buckets
- Brooms
- Cleaning rags

Cleaning items will be secured each day by 12:00 p.m. and 7:00 p.m., respectively. Staff will inspect all cleaning equipment for safety, cleanliness and damage, before and after issue.

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The Dormitory Officer and Watch Commander are responsible for inspection of all cleaning.

Cleaning implements will be kept in the janitorial closet, so as to provide for proper ventilation and drying.

**D. Segregation/Special Management Unit Sanitation**

Cells will be cleaned daily and as detainees are transferred or released. This will include cleaning the toilet/sink areas, mopping the floor and wiping down flat surfaces.

**E. Common Area Sanitation**

The 1<sup>st</sup> Shift is responsible for cleaning corridors and other common areas of the facility. Detainee workers will conduct the cleaning.

Waxing of corridors and dormitory floors will be done as needed during the week on 1<sup>st</sup> Shift. All floors will be kept clean, dry, and free of hazardous substances.

The Watch Commander will inspect common areas for compliance with all sanitation standards and oversee the correction of any deficiencies.

**F. Inspection Program**


Pre-assigned staff members will conduct daily inspections of sanitation levels in all areas of the facility. These inspections will be in addition to the security inspections conducted under Policy and Procedures 5.9.7.1. A record of these inspections will be filed with the Director of Security.

Post orders will reflect the areas of sanitation and inspection responsibility for each staff member.

The Dormitory/Unit Officer will inspect all living areas daily and report any infraction of these regulations to the immediate supervisor. The officer will notify detainees of unsatisfactory conditions, in cases of continued noncompliance, staff will issue an incident report.

Each department head will personally inspect his or her department or area of responsibility at least once a week; that inspection will be logged.

The FFSSM or the Assistant FFSSM will conduct monthly inspections of sanitation

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levels in all areas of the facility and will keep a record of those inspections on file.

The county Health Department will conduct annual inspections to ensure and document compliance with all applicable law and regulations related to sanitation and health. The Food Services Manager will keep a record of those inspections.

**G. Water Supply**

The facility's potable water source and supply, owned and operated by the public water department, is certified at least annually by an independent, outside source to be in compliance with all jurisdictional laws and regulations.


**H. Maintenance Issues**

The facility will have an established system for reporting, responding to, and accounting for materials and labor relating to all facility repairs.

Major maintenance of toilets, wash basins, sinks, and other equipment in the facility will be the responsibility of the Maintenance Department.

**THIS POLICY WILL BE REVIEWED AT LEAST ANNUALLY AND UPDATED AS NEEDED.**

**Gray highlighted areas are the changes made to the current revision.**

 The GEO Group, Inc.	Aurora/ICE Processing Center <b>POLICY AND PROCEDURE MANUAL</b>	<b>NUMBER: 12.1.4 -AUR</b>
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**QUESTIONS/SUGGESTIONS REGARDING THIS POLICY SHALL BE ADDRESSED TO THE ASSISTANT FACILITY ADMINISTRATOR OF SECURITY OPERATIONS.**

APPROVED: J. J. Alexander  
Warden

EFFECTIVE: OCT 21 2005

REVISED/REVIEWED: \_\_\_\_\_ DATE: \_\_\_\_\_

REVISED/REVIEWED: \_\_\_\_\_ DATE: \_\_\_\_\_

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REVISED/REVIEWED: \_\_\_\_\_ DATE: \_\_\_\_\_

	<b>HOUSEKEEPING PLAN</b> <b>POLICY AND PROCEDURE MANUAL</b>	<b>ATTACHMENT TO</b> <b>NUMBER: 12.1.4 - AUR</b>
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The facility establishes this Housekeeping Plan to maintain the physical plant and to ensure that sanitation and safety practices comply with applicable laws, codes, regulations, and standards relating to sanitation and safety within the facility.

**Overview**

A clean, safe, and sanitary working and living environment requires certain general sanitation standards be maintained. Particular attention will be given to the following:

1. Facility floors will be kept clean, dry and free of hazardous substances.
2. Sinks and toilets will be clean and sanitary.
3. Furniture, shelves, and countertops will be clean and free of dust.
4. Windows and mirrors will be kept clean.
5. Mops and rags will be laundered.
6. Window sills, ledges, and door frames and tracks will be kept clean and free of dust and debris.
7. Trash will be removed promptly and placed in the designated removal containers and/or areas.


All safety and sanitation inspections will be conducted under the Facility Administrator's direction and authorization. The Facility Fire Safety Manager (FFSM) will be authorized to take all measures necessary to comply with the applicable laws and regulations of the county and state in regard to facility safety and sanitation.

All staff members conducting sanitation inspections will furnish the Facility Administrator with written reports, including specific deficiencies noted during the inspection and the required corrective action. The FFSM will ensure deficiencies are corrected in the required amount of time and will confer with the inspecting staff member regarding documentation of corrective actions or any re-inspection that may be required.

Inspections will include, but not be limited to ensuring the following:

1. Floors are clean, dry, and free of hazardous substances.
2. There are no unnecessary accumulations of flammables.
3. Exits are not blocked and are usable.
4. Fire equipment is accessible.
5. No vermin or pest infestation is evident.
6. There are no plumbing leaks in the water system.

If any of these conditions exist, the supervisor will take immediate corrective action if possible, or a work order will be forwarded to the FFSM.

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**Food Service Areas**

It is the responsibility of the Food Services Manager to ensure high sanitation standards are maintained in the food preparation and service areas. The Kitchen Supervisor will supervise the kitchen detainee work force in daily routing cleaning duties. The kitchen will be inspected and rated by the county Health Department at least annually.

**Medical Areas**

Special attention will be afforded the medical area to comply with health standards for cleanliness. The staff member supervising detainee workers will ensure they are under that individual's constant, direct visual observation while cleaning the medical area.

**Public Lobby**

The public lobby will be swept, mopped, and waxed as needed by detainee workers. All glass will be cleaned on an as-needed basis. Additionally, the lobby will be monitored for cleanliness throughout the day by assigned staff. Any hazards or unclean conditions will immediately be corrected by a detainee worker under an officer's supervision.

**Visitation**

All visitation areas will be cleaned as needed by detainee workers after the area is thoroughly searched by staff. All trash will be discarded, carpets vacuumed, and glass cleaned as needed. Carpets will, at a minimum, be cleaned once a quarter. This cleaning will be conducted on 1<sup>st</sup> Shift.


**Restricted Security Areas**

The control center and the Maintenance Shop will be off limits to detainees at all times (no exceptions). These areas will be cleaned by facility staff members. This cleaning will consist of cleaning counter areas, discarding trash, vacuuming the carpet, as needed, and cleaning all glass, as needed.

**Rear Sally Port Area**

The rear sally port area is a means of egress during emergency situations; therefore, it must be free of debris, parked vehicles, etc. It is the responsibility of the Intake Officer to ensure that this area is clear by the end of each day.

**Liquid and Solid Waste**

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Liquid waste will be disposed of through the waste water system. Mop bucket water will be disposed of by pouring the water down the designated mop bucket cleaning sink. Solid waste and trash will be removed from departments and housing units at least once each day and placed in the trash container.

**Carpet Cleaning**

All carpets will be cleaned at least once every quarter by detainee workers. Carpets may be cleaned more frequently as needed. All carpets will be vacuumed daily. 1<sup>st</sup> Shift will be responsible for this cleaning.

**Hazardous Materials**

All caustic, toxic, and flammable materials will be handled in accordance with Policy 5.8.1.

**Pest/Vermin Control**

The facility uses the service of a qualified professional extermination contractor. This service's purpose is to eliminate pest infestations and provide preventive treatment of future infestations.

The professional contractor will service the facility at least once a month; this schedule may vary from time to time in areas such as the facility kitchen. If necessary, additional preventive treatments may be scheduled by the FFSM.


**Housekeepers**

Supervising housekeepers is the responsibility of the officers assigned to the dormitory/unit. Supervision includes assigning duties, training newly assigned detainees on their task, supervising work as it is done and removing detainees who do not perform.

Dormitory/Unit Officers must notify the Director of Security of any detainee removed from worker status for nonperformance for duties or for vacancies that occur due to a release or transfer. The Classification Department is responsible for assigning the next eligible detainee in that dormitory/unit to fill the vacancy.

**Dormitories**

On a weekly basis or as needed, all dorms will be subject to a total sanitation project to assure standards are met and maintained. The responsibility for cleaning will be shared by 2<sup>nd</sup> and 3<sup>rd</sup> shifts. 2<sup>nd</sup> Shift will be responsible for the West side and 3<sup>rd</sup> shift

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responsible for the East side. The following schedule will be followed:

**WEST SIDE**

Monday	A	Dorm
Tuesday	B	Dorm
Wednesday	C	Dorm
Thursday	D	Dorm
Friday	E	Dorm
Saturday	F	Dorm
Sunday	G	Dorm


**EAST SIDE**

Monday	L	Dorm
Tuesday	M	Dorm
Wednesday	N	Dorm
Thursday	X	Dorm
Friday	Y	Dorm
Saturday	Z	Dorm
Sunday	Seg/SMU	

**FACILITY CLEAN-UP  
DAILY CLEANING SCHEDULE**


AREA	CLEANERS AND DISINFECTANTS USED	SPECIAL INSTRUCTIONS
Floors (Hallways, East and West Cores, Intake, Medical Area and East Recreation)	Virex II-256 Disinfectant (diluted)	Sweep and damp mop. Strip, seal and wax and spray buff as needed.
Windows And Window Sills	Glance ® Glass Cleaner (diluted)	Clean windows and wipe down surfaces to keep them dust-free
Sinks, Commodes and Showers	Scaleaway ®, Tri Sodium Phosphate (TSP), Non-Acid Toilet Bowl Cleaner and Virex II –256 Disinfectant (diluted)	Clean surfaces with cloth, scrubbing pad or brush using the appropriate cleanser.
Stainless Steel (Showers, Sinks)	High Shine	Wipe down surfaces with cloth
Trash Receptacles	Virex II- 256 Disinfectant (diluted)	Empty and wipe down daily
Furniture and Equipment	Virex II – 256 Disinfectant (diluted)	Wipe down surfaces with cloth
Stainless Steel (Showers, Sinks)	High Shine	Wipe down surfaces with cloth



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**HOUSING UNIT CLEANING SCHEDULE  
ASSIGNED HOUSEKEEPERS  
AND DORMITORY TRUSTEE**

AREA	SCHEDULED CLEANING	CLEANERS AND DISINFECTANTS USED	SPECIAL INSTRUCTIONS
Floors	Once per shift (more often if needed)	Virex II-256 Disinfectant (diluted)	Sweep and damp mop
Divider Walls, Windows And Window Sills	Once per shift (more often if needed)	Glance ® Glass Cleaner (diluted)	Clean windows and wipe down surfaces to keep them dust-free
Sinks, Commodes and Showers	Once per shift (more often if needed)	Scaleaway ®, Tri Sodium Phosphate (TSP), Non-Acid Toilet Bowl Cleaner and Virex II –256 Disinfectant (diluted)	Clean surfaces with cloth, scrubbing pad or brush using the appropriate cleanser.
Trash Receptacles	Daily	Virex II- 256 Disinfectant (diluted)	Empty and wipe down daily
Furniture	Once per shift	Virex II – 256 Disinfectant (diluted)	Wipe down surfaces with cloth
Equipment	Each Shift	Virex II – 256 Disinfectant (diluted)	Wipe down surfaces with cloth
Stainless Steel (Showers, Sinks)	Once per shift)	High Shine	Wipe down surfaces with cloth
Mattresses	Upon movement of detainees	Virex II – 256 Disinfectant (diluted)	Wipe down surfaces with cloth
Light Fixtures/Vents/Air Ducts	Once a month	Virex II – 256 Disinfectant (diluted)	Wipe down surfaces with cloth. Use air compressor to clean vents. (Done by Maintenance Trustee).

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**KITCHEN  
CLEANING SCHEDULE**

AREA	SCHEDULED CLEANING	CLEANER & DISINFECTANTS	SPECIAL INSTRUCTIONS
Tables and Sinks, Stainless Steel	After every use	Pro Quat 100	Polish with High Shine every Wednesday
Pots and Pans	After every use	Lemon Pot and Pan Degreaser	Use 3-sink table and sanitize
Ovens and Grill	After every use	Pro Kling Foaming Oven and Grill Cleaner	Degrease every Thursday with degreaser
Dishwasher	After every use	Descaler	De-lime every Thursday and polish with high shine
Chemical Room	Daily	Kitchen degreaser.	Sweep and mop. Restock cabinet weekly
Floors	Hourly or as needed	Kitchen degreaser	Monitor constantly, Use "Wet Floor" signs
Storeroom	Daily	Kitchen degreaser	Seep and mop. Every Monday move racks from the wall and mop floor.
Hoods and filters	Twice daily	Grease cutter High shine	Clean the filters every Monday and polish with high shine.
Freezer and refrigerator	Every Tuesday	Freezer clean	Sweep floor and wipe down the racks
Kettles	After every use	Lemon Pot and Pan degreaser High shine	Every Tuesday shine the exterior surface with high shine.
Bathroom	Once per shift	Scaleway, TriSodium Phosphate (TSP), Non-Acid Toilet Bowl Cleaner and degreaser	Check every shift. Sign out chemicals from laundry (supply) during assigned hours.
Food warmer and food carts	Daily	High Shine / degreaser	Inside – weekly with degreaser; outside daily with high shine.

 <p>The GEO Group, Inc.</p>	<p align="center"><b>HOUSEKEEPING PLAN</b></p> <p align="center"><b>POLICY AND PROCEDURE MANUAL</b></p>	<p align="center">ATTACHMENT TO NUMBER: 12.1.4 - AUR</p>
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**QUESTIONS/SUGGESTIONS REGARDING THIS POLICY SHALL BE ADDRESSED TO THE FACILITY FIRE SAFETY MANAGER.**

APPROVED:                   ORIGINAL SIGNED                   DATE:           2/11/04            
Facility Fire Safety Manager

APPROVED:                   ORIGINAL SIGNED                   DATE:           2/13/04            
Warden/Facility Administrator

REVISED/REVIEWED:           ORIGINAL SIGNED           DATE:           11/19/04            
Facility Fire Safety Manager

REVISED/REVIEWED:           ORIGINAL SIGNED           DATE :           11/19/04            
Warden/Facility Administrator

REVISED/REVIEWED: *[Signature]* DATE:           OCT 21 2005            
Facility Fire Safety Manager

REVISED/REVIEWED: *[Signature]* DATE:           OCT 21 2005            
Warden/Facility Administrator

REVISED/REVIEWED:    DATE:     
Facility Fire Safety Manager


REVISED/REVIEWED:    DATE:     
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Warden/Facility Administrator

	<b>Aurora/ICE Processing Center POLICY and PROCEDURE MANUAL</b>	<b>NUMBER:</b> 12.1.4 - AUR
	<b>CHAPTER: Sanitation</b>	<b>SUPERSEDES:</b>
	<b>TITLE: Sanitation Procedures</b>	10/21/05
	<b>RELATED ACA STANDARDS: 4-ALDF-1A-01, 1A-02, 1A-04, 1A-07M</b>	

**I. POLICY**

To provide staff and detainees with a clean sanitary living environment consistent with all applicable codes, standards and sound detention practice.

**II. PROCEDURES**

The Facility Fire Safety Manager (FFSM) will develop and oversee procedures that ensure the facility's sanitation plan is carried out; however, ensuring high standards of housekeeping and sanitary practices in the various areas of the facility is the responsibility of each department head.


**A. Housekeeping Plan**

A written housekeeping plan will be developed for each area of the facility, including common areas such as halls, exterior walks, etc. These plans will be prepared as directed by the FFSM, the Director of Security, and the head of the department involved.

Plans will include a cleaning schedule for the area; specific assignments for detainees assigned to sanitary duties; a time schedule for completion; and specific instructions for cleaning cells, dayrooms, and other common areas, floors and doors, storage areas, other program areas, walls and windows, toilet and shower facilities, and equipment.

Housekeeping plans for all areas will be forwarded to the FFSM for review and approval. Copies of all approved plans will be distributed and maintained in the offices of the department head responsible for the area, the Watch Commander, the FFSM, and the Director of Security.

Waste disposal procedures will be included in the sanitation plan, providing for proper collection, storage, and disposal of all liquid and solid waste accumulations for each area.

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Necessary cleaning supplies and equipment will be procured from the Supply Officer. Detention Officers and other department heads are responsible for the secure, hygienic storage of all cleaning supplies, including the proper storage of mops and other wet items.

**B. Detainee Sanitation Responsibilities**

Each detainee will be responsible for the cleanliness of his or her cell or living area, including walls, floors, sink, toilet, windows, and other property within the cell, room, or living area.

Beds will be made neatly and tightly. Nothing will be placed over windows, lights, vents, bars or grilles. Shoes will be neatly lined up under the edge of the bed. All personal property will be stored in the locker/container provided. Detainee personal property storage and limits will be enforced in the process of all sanitation inspections.

Cleaning materials and articles for cleaning will be issued by the Dormitory Officer to each detainee. The detainee is responsible for the proper use and care of these articles.

**C. Dormitory Sanitation**

At 7:00 a.m. each day, the following items will be issued:


- Mops and buckets
- Brooms
- Scrub brushes
- Cleaning rags
- Cleaning Chemicals for use in toilet, sink and shower areas

Cleaning items will be secured each day by 10:00 a.m.; before and after issue staff will inspect all cleaning equipment for safety, cleanliness and damage.

At 10:30 a.m. and 5:30 p.m. each day, the following items will be issued:

- Mops and buckets
- Brooms
- Cleaning rags

Cleaning items will be secured each day by 12:00 p.m. and 7:00 p.m., respectively. Staff will inspect all cleaning equipment for safety, cleanliness and damage, before and after issue.

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The Dormitory Officer and Watch Commander are responsible for inspection of all cleaning.

Cleaning implements will be kept in the janitorial closet, so as to provide for proper ventilation and drying.

**D. Segregation/Special Management Unit Sanitation**

Cells will be cleaned daily and as detainees are transferred or released. This will include cleaning the toilet/sink areas, mopping the floor, sanitizing mattresses and pillows and wiping down flat surfaces.

**E. Common Area Sanitation**

The 1<sup>st</sup> Shift is responsible for cleaning corridors and other common areas of the facility. Detainee workers will conduct the cleaning.

Waxing of corridors and dormitory floors will be done as needed during the week on 1<sup>st</sup> Shift. All floors will be kept clean, dry, and free of hazardous substances.

The Watch Commander will inspect common areas for compliance with all sanitation standards and oversee the correction of any deficiencies.

**F. Inspection Program**


Pre-assigned staff members will conduct daily inspections of sanitation levels in all areas of the facility. These inspections will be in addition to the security inspections conducted under Policy and Procedures 10.2.33 – AUR. A record of these inspections will be filed with the Director of Security.

Post orders will reflect the areas of sanitation and inspection responsibility for each staff member.

The Dormitory/Unit Officer will inspect all living areas daily and report any infraction of these regulations to the immediate supervisor. The officer will notify detainees of unsatisfactory conditions, in cases of continued noncompliance, staff will issue an incident report.

Each department head will personally inspect his or her department or area of responsibility at least once a week; that inspection will be logged.

The FFSM or the Assistant FFSM will conduct monthly inspections of sanitation

	<p style="text-align: center;"><b>Aurora/ICE Processing Center</b> <b>POLICY AND PROCEDURE MANUAL</b></p>	<p style="text-align: center;"><b>NUMBER: 12.1.4 -AUR</b></p>
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levels in all areas of the facility and will keep a record of those inspections on file.

The county Health Department will conduct annual inspections to ensure and document compliance with all applicable law and regulations related to sanitation and health. The Food Services Manager will keep a record of those inspections.

**G. Water Supply**

The facility's potable water source and supply, owned and operated by the public water department, is certified at least annually by an independent, outside source to be in compliance with all jurisdictional laws and regulations. [4-ALDF-1A-07M]

**H. Maintenance Issues**

The facility will have an established system for reporting, responding to, and accounting for materials and labor relating to all facility repairs.

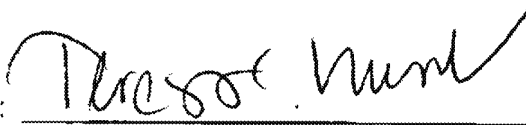
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**THIS POLICY WILL BE REVIEWED AT LEAST ANNUALLY AND UPDATED AS NEEDED.**

**Gray highlighted areas are the changes made to the current revision.**


**QUESTIONS/SUGGESTIONS REGARDING THIS POLICY SHALL BE ADDRESSED TO THE ASSISTANT FACILITY ADMINISTRATOR OF SECURITY OPERATIONS.**


APPROVED:

  
\_\_\_\_\_

Warden

EFFECTIVE:

  
10/24/06

	<b>HOUSEKEEPING PLAN POLICY AND PROCEDURE MANUAL</b>	<b>ATTACHMENT TO NUMBER: 12.1.4 - AUR</b>
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The facility establishes this Housekeeping Plan to maintain the physical plant and to ensure that sanitation and safety practices comply with applicable laws, codes, regulations, and standards relating to sanitation and safety within the facility.

**Overview**

A clean, safe, and sanitary working and living environment requires certain general sanitation standards be maintained. Particular attention will be given to the following:

1. Facility floors will be kept clean, dry and free of hazardous substances.
2. Sinks and toilets will be clean and sanitary.
3. Furniture, shelves, and countertops will be clean and free of dust.
4. Windows and mirrors will be kept clean.
5. Mops and rags will be laundered.
6. Window sills, ledges, and door frames and tracks will be kept clean and free of dust and debris.
7. Trash will be removed promptly and placed in the designated removal containers and/or areas.

All safety and sanitation inspections will be conducted under the Facility Administrator's direction and authorization. The Facility Fire Safety Manager (FFSM) will be authorized to take all measures necessary to comply with the applicable laws and regulations of the county and state in regard to facility safety and sanitation.


All staff members conducting sanitation inspections will furnish the Facility Administrator with written reports, including specific deficiencies noted during the inspection and the required corrective action. The FFSM will ensure deficiencies are corrected in the required amount of time and will confer with the inspecting staff member regarding the documentation of corrective actions or any re-inspection that may be required.

Inspections will include, but not be limited to ensuring the following:

1. Floors are clean, dry, and free of hazardous substances.
2. There are no unnecessary accumulations of flammables.
3. Exits are not blocked and are usable.
4. Fire equipment is accessible.
5. No vermin or pest infestation is evident.
6. There are no plumbing leaks in the water system.

If any of these conditions exist, the supervisor will take immediate corrective action if possible, or a work order will be forwarded to the FFSM.



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### **Food Service Areas**

It is the responsibility of the Food Services Manager to ensure high sanitation standards are maintained in the food preparation and service areas. The Kitchen Supervisor will supervise the kitchen detainee work force in daily routing cleaning duties. The kitchen will be inspected and rated by the county Health Department at least annually.

### **Medical Areas**

Special attention will be afforded the medical area to comply with health standards for cleanliness. The staff member supervising detainee workers will ensure they are under that individual's constant, direct visual observation while cleaning the medical area.

### **Public Lobby**

The public lobby will be swept, mopped, and waxed as needed by detainee workers. All glass will be cleaned on an as-needed basis. Additionally, the lobby will be monitored for cleanliness throughout the day by assigned staff. Any hazards or unclean conditions will immediately be corrected by a detainee worker under an officer's supervision.

### **Visitation**

All visitation areas will be cleaned as needed by detainee workers after the area is thoroughly searched by staff. All trash will be discarded, carpets vacuumed, and glass cleaned as needed. Carpets will, at a minimum, be cleaned once a quarter. This cleaning will be conducted on 1<sup>st</sup> Shift.


### **Restricted Security Areas**

The control center and the Maintenance Shop will be off limits to detainees at all times (no exceptions). These areas will be cleaned by facility staff members. This cleaning will consist of cleaning counter areas, discarding trash, vacuuming the carpet, as needed, and cleaning all glass, as needed.

### **Rear Sally Port Area**

The rear sally port area is a means of egress during emergency situations; therefore, it must be free of debris, parked vehicles, etc. It is the responsibility of the Intake Officer to ensure that this area is clear by the end of each shift.

### **Liquid and Solid Waste**

	<b>HOUSEKEEPING PLAN POLICY AND PROCEDURE MANUAL</b>	<b>ATTACHMENT TO NUMBER: 12.1.4 - AUR</b>
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Liquid waste will be disposed of through the waste water system. Mop bucket water will be disposed of by pouring the water down the designated mop bucket cleaning sink. Solid waste and trash will be removed from departments and housing units at least once each day and placed in the trash container.

**Carpet Cleaning**

All carpets will be cleaned at least once every quarter by detainee workers. Carpets may be cleaned more frequently as needed. All carpets will be vacuumed daily. 1<sup>st</sup> Shift will be responsible for this cleaning.

**Hazardous Materials**

All caustic, toxic, and flammable materials will be handled in accordance with Policy 13.1.4-AUR.

**Pest/Vermin Control**

The facility uses the service of a qualified professional extermination contractor. This service's purpose is to eliminate pest infestations and provide preventive treatment of future infestations.

The professional contractor will service the facility at least once a month; this schedule may vary from time to time in areas such as the facility kitchen. If necessary, additional preventive treatments may be scheduled.


**Housekeepers**

Supervising housekeepers is the responsibility of the officers assigned to the dormitory/unit. Supervision includes assigning duties, training newly assigned detainees on their task, supervising work as it is done and removing detainees who do not perform.

Dormitory/Unit Officers must notify the Director of Security of any detainee removed from worker status for nonperformance for duties or for vacancies that occur due to a release or transfer. The Classification Department is responsible for assigning the next eligible detainee in that dormitory/unit to fill the vacancy.

**Dormitories**

On a weekly basis or as needed, all dorms will be subject to a total sanitation project to assure standards are met and maintained. The responsibility for cleaning will be shared by 2<sup>nd</sup> and 3<sup>rd</sup> shifts. 2<sup>nd</sup> Shift will be responsible for the West side and 3<sup>rd</sup> shift

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responsible for the East side. The following schedule will be followed:

**WEST SIDE**


Monday A Dorm  
 Tuesday B Dorm  
 Wednesday C Dorm  
 Thursday D Dorm  
 Friday E Dorm  
 Saturday F Dorm  
 Sunday G Dorm

**EAST SIDE**

Monday L Dorm  
 Tuesday M Dorm  
 Wednesday N Dorm  
 Thursday X Dorm  
 Friday Y Dorm  
 Saturday Z Dorm  
 Sunday Seg/SMU


**FACILITY CLEAN-UP  
DAILY CLEANING SCHEDULE**

AREA	CLEANERS AND DISINFECTANTS USED	SPECIAL INSTRUCTIONS
Floors (Hallways, East and West Cores, Intake, Medical Area and East Recreation)	Dibs Neutral Floor Cleaner	Sweep and damp mop. Strip, seal and wax and spray buff as needed.
Windows And Window Sills	Glass Cleaner	Clean windows and wipe down surfaces to keep them dust-free
Sinks, Commodes and Showers	Liquid Comet ® with Bleach Lysol Disinfectant Deodorizing Cleaner	Clean surfaces with cloth, scrubbing pad or brush using the appropriate cleanser.
Stainless Steel (Showers, Sinks)		Wipe down surfaces with cloth
Trash Receptacles	Lysol Disinfectant Deodorizing Cleaner	Empty and wipe down daily
Furniture and Equipment	Lysol Disinfectant Deodorizing Cleaner	Wipe down surfaces with cloth
Stainless Steel (Showers, Sinks)		Wipe down surfaces with cloth

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**HOUSING UNIT CLEANING SCHEDULE  
ASSIGNED HOUSEKEEPERS  
AND DORMITORY TRUSTEE**

AREA	SCHEDULED CLEANING	CLEANERS AND DISINFECTANTS USED	SPECIAL INSTRUCTIONS
Floors	Once per shift (more often if needed)	Dibs Neutral Floor Cleaner	Sweep and damp mop
Divider Walls, Windows And Window Sills	Once per shift (more often if needed)	Glass Cleaner	Clean windows and wipe down surfaces to keep them dust-free
Sinks, Commodes and Showers	Once per shift (more often if needed)	Liquid Comet ® with Bleach Lysol Disinfectant Deodorizing Cleaner	Clean surfaces with cloth, scrubbing pad or brush using the appropriate cleanser.
Trash Receptacles	Daily	Lysol Disinfectant Deodorizing Cleaner	Empty and wipe down daily
Furniture	Once per shift	Lysol Disinfectant Deodorizing Cleaner	Wipe down surfaces with cloth
Equipment	Each Shift	Lysol Disinfectant Deodorizing Cleaner	Wipe down surfaces with cloth
Stainless Steel (Showers, Sinks)	Once per shift)		Wipe down surfaces with cloth
Mattresses	Upon movement of detainees	Lysol Disinfectant Deodorizing Cleaner	Wipe down surfaces with cloth
Light Fixtures/Vents/Air Ducts	Once a month	Lysol Disinfectant Deodorizing Cleaner	Wipe down surfaces with cloth. Use air compressor to clean vents. (Done by Maintenance Trustee).

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**KITCHEN  
CLEANING SCHEDULE**

AREA	SCHEDULED CLEANING	CLEANER & DISINFECTANTS	SPECIAL INSTRUCTIONS
Tables and Sinks, Stainless Steel	After every use	Pro Quat 100	Polish with High Shine every Wednesday
Pots and Pans	After every use	Lemon Pot and Pan Degreaser	Use 3-sink table and sanitize
Ovens and Grill	After every use	Pro Kling Foaming Oven and Grill Cleaner	Degrease every Thursday with degreaser
Dishwasher	After every use	Descaler	De-lime every Thursday and polish with high shine
Chemical Room	Daily	Kitchen degreaser.	Sweep and mop. Restock cabinet weekly
Floors	Hourly or as needed	Kitchen degreaser	Monitor constantly, Use "Wet Floor" signs
Storeroom	Daily	Kitchen degreaser	Seep and mop. Every Monday move racks from the wall and mop floor.
Hoods and filters	Twice daily	Grease cutter High shine	Clean the filters every Monday and polish with high shine.
Freezer and refrigerator	Every Tuesday	Freezer clean	Sweep floor and wipe down the racks
Kettles	After every use	Lemon Pot and Pan degreaser High shine	Every Tuesday shine the exterior surface with high shine.
Bathroom	Once per shift	Liquid Comet ® with Bleach Lysol Disinfectant Deodorizing Cleaner	Check every shift. Sign out chemicals from laundry (supply) during assigned hours.
Food warmer and food carts	Daily	High Shine / degreaser	Inside – weekly with degreaser; outside daily with high shine.



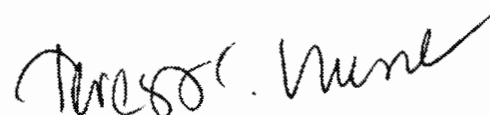
**HOUSEKEEPING PLAN  
POLICY AND PROCEDURE MANUAL**

**ATTACHMENT TO  
NUMBER: 12.1.4 - AUR**


**QUESTIONS/SUGGESTIONS REGARDING THIS POLICY SHALL BE ADDRESSED  
TO THE FACILITY FIRE SAFETY MANAGER.**

APPROVED:   
Facility Fire Safety Manager

DATE: 10/10/06

APPROVED:   
Warden/Facility Administrator

DATE: 10/24/06

	<p><b>Aurora/ICE Processing Center POLICY and PROCEDURE MANUAL</b></p>	<p><b>NUMBER:</b> 12.1.4 - AUR</p>
	<p><b>CHAPTER: Sanitation</b></p>	<p><b>REVISED ON:</b> 07/09/07</p>
	<p><b>TITLE: Sanitation Procedures</b></p>	<p><b>SUPERSEDES:</b> 10/24/06</p>
	<p><b>RELATED ACA STANDARDS: 4-ALDF-1A-01, 1A-02, 1A-04, 1A-07</b></p>	

**I. POLICY**

To provide staff and detainees with a clean sanitary living environment consistent with all applicable codes, standards and sound detention practice.

**II. PROCEDURES**

The Environmental Specialist/Fire Safety Manager (ES/FSM) will develop and oversee procedures that ensure the facility's sanitation plan is carried out; however, ensuring high standards of housekeeping and sanitary practices in the various areas of the facility is the responsibility of each department head.


**A. Housekeeping Plan**

A written housekeeping plan will be developed for each area of the facility, including common areas such as halls, exterior walks, etc. These plans will be prepared as directed by the ES/FSM, the Captain, and the head of the department involved.

Plans will include a cleaning schedule for the area; specific assignments for detainees assigned to sanitary duties; a time schedule for completion; and specific instructions for cleaning cells, dayrooms, and other common areas, floors and doors, storage areas, other program areas, walls and windows, toilet and shower facilities, and equipment.

Housekeeping plans for all areas will be forwarded to the ES/FSM for review and approval. Copies of all approved plans will be distributed and maintained in the offices of the department head responsible for the area, the Shift Supervisor, the ES/FSM, and the Captain.

Waste disposal procedures will be included in the sanitation plan, providing for proper collection, storage, and disposal of all liquid and solid waste accumulations for each area.

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Necessary cleaning supplies and equipment will be procured from the Supply Officer. Detention Officers and other department heads are responsible for the secure, hygienic storage of all cleaning supplies, including the proper storage of mops and other wet items.

## **B. Detainee Sanitation Responsibilities**

Each detainee will be responsible for the cleanliness of his or her cell or living area, including walls, floors, sink, toilet, windows, and other property within the cell, room, or living area.

Beds will be made neatly and tightly. Nothing will be placed over windows, lights, vents, bars or grilles. Shoes will be neatly lined up under the edge of the bed. All personal property will be stored in the locker/container provided. Detainee personal property storage and limits will be enforced in the process of all sanitation inspections.

Cleaning materials and articles for cleaning will be issued by the Dormitory Officer to each detainee. The detainee is responsible for the proper use and care of these articles.

## **C. Dormitory Sanitation**

At 7:00 a.m. each day, the following items will be issued:

- Mops and buckets
- Brooms
- Scrub brushes
- Cleaning rags
- Cleaning Chemicals for use in toilet, sink and shower areas


Cleaning items will be secured each day by 10:00 a.m.; before and after issue staff will inspect all cleaning equipment for safety, cleanliness and damage.

At 10:30 a.m. and 5:30 p.m. each day, the following items will be issued:

- Mops and buckets
- Brooms
- Cleaning rags

Cleaning items will be secured each day by 12:00 p.m. and 7:00 p.m., respectively. Staff will inspect all cleaning equipment for safety, cleanliness and damage, before and after issue.



	<p align="center"><b>Aurora/ICE Processing Center</b> <b>POLICY AND PROCEDURE MANUAL</b></p>	<p><b>NUMBER: 12.1.4 -AUR</b></p>
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The Dormitory Officer and Shift Supervisor are responsible for inspection of all cleaning.

Cleaning implements will be kept in the janitorial closet, so as to provide for proper ventilation and drying.

**D. Segregation/Special Management Unit Sanitation**

Cells will be cleaned daily and as detainees are transferred or released. This will include cleaning the toilet/sink areas, mopping the floor, sanitizing mattresses and pillows and wiping down flat surfaces.

**E. Common Area Sanitation**

The 1<sup>st</sup> Shift is responsible for cleaning corridors and other common areas of the facility. Detainee workers will conduct the cleaning.

Waxing of corridors and dormitory floors will be done as needed during the week on 1<sup>st</sup> Shift. All floors will be kept clean, dry, and free of hazardous substances.

The Shift Supervisor will inspect common areas for compliance with all sanitation standards and oversee the correction of any deficiencies.

**F. Inspection Program**


Pre-assigned staff members will conduct daily inspections of sanitation levels in all areas of the facility. These inspections will be in addition to the security inspections conducted under Policy and Procedures 10.2.33 – AUR. A record of these inspections will be filed with the Captain.

Post orders will reflect the areas of sanitation and inspection responsibility for each staff member.

The Dormitory/Unit Officer will inspect all living areas daily and report any infraction of these regulations to the immediate supervisor. The officer will notify detainees of unsatisfactory conditions, in cases of continued noncompliance, staff will issue an incident report.

Each department head will personally inspect his or her department or area of responsibility at least once a week; that inspection will be logged.

The ES/FSM will conduct monthly inspections of sanitation levels in all areas of

	<p>Aurora/ICE Processing Center  <b>POLICY AND PROCEDURE MANUAL</b></p>	<p>NUMBER: 12.1.4 -AUR</p>
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the facility and will keep a record of those inspections on file.

Weekly inspections will be conducted by a qualified staff member to include sanitation and safety procedures. The scope of this inspection is outlined in policy 1.2.8-AUR

The county Health Department will conduct annual inspections to ensure and document compliance with all applicable law and regulations related to sanitation and health. The Food Services Manager will keep a record of those inspections.

**G. Water Supply**

The facility's potable water source and supply, owned and operated by the public water department, is certified at least annually by an independent, outside source to be in compliance with all jurisdictional laws and regulations. [4-ALDF-1A-07M]

**H. Maintenance Issues**

The facility will have an established system for reporting, responding to, and accounting for materials and labor relating to all facility repairs.

Major maintenance of toilets, wash basins, sinks, and other equipment in the facility will be the responsibility of the Maintenance Department.


**THIS POLICY WILL BE REVIEWED AT LEAST ANNUALLY AND UPDATED AS NEEDED.**

**Gray highlighted areas are the changes made to the current revision.**

**QUESTIONS/SUGGESTIONS REGARDING THIS POLICY SHALL BE ADDRESSED TO THE ASSISTANT FACILITY ADMINISTRATOR OF SECURITY OPERATIONS.**

APPROVED:   
Warden

EFFECTIVE: 7/9/07

	<b>Aurora/ICE Processing Center POLICY and PROCEDURE MANUAL</b>	<b>NUMBER:</b> 12.1.4 - AUR
	<b>CHAPTER: Sanitation</b>	<b>REVISED ON:</b> 10/21/08
	<b>TITLE: Sanitation Procedures</b>	<b>SUPERSEDES:</b> 7/09/07
	<b>RELATED ACA STANDARDS: 4-ALDF-1A-01, 1A-02, 1A-04, 1A-07</b>	

**I. POLICY**

To provide staff and detainees with a clean sanitary living environment consistent with all applicable codes, standards and sound detention practice.

**II. PROCEDURES**

The Environmental Specialist/Fire Safety Manager (ES/FSM) will develop and oversee procedures that ensure the facility's sanitation plan is carried out; however, ensuring high standards of housekeeping and sanitary practices in the various areas of the facility is the responsibility of each department head.


**A. Housekeeping Plan**

A written housekeeping plan will be developed for each area of the facility, including common areas such as halls, exterior walks, etc. These plans will be prepared as directed by the ES/FSM, the Captain, and the head of the department involved.

Plans will include a cleaning schedule for the area; specific assignments for detainees assigned to sanitary duties; a time schedule for completion; and specific instructions for cleaning cells, dayrooms, and other common areas, floors and doors, storage areas, other program areas, walls and windows, toilet and shower facilities, and equipment.

Housekeeping plans for all areas will be forwarded to the ES/FSM for review and approval. Copies of all approved plans will be distributed and maintained in the offices of the department head responsible for the area, the Shift Supervisor, the ES/FSM, and the Captain.

Waste disposal procedures will be included in the sanitation plan, providing for proper collection, storage, and disposal of all liquid and solid waste accumulations for each area.

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Cleaning materials and articles for cleaning will be issued by the Dormitory Officer to each detainee. The detainee is responsible for the proper use and care of these articles.

### **C. Dormitory Sanitation**

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- Mops and buckets
- Brooms
- Scrub brushes
- Cleaning rags
- Cleaning Chemicals

Cleaning items will be secured each day by 10:00 p.m.; before and after issue staff will inspect all cleaning equipment for safety, cleanliness and damage.

At 10:30 a.m. and 5:30 p.m. each day, the following items will be issued:

- Mops and buckets
- Brooms
- Cleaning rags

Cleaning items will be secured each day by 12:00 p.m. and 7:00 p.m., respectively. Staff will inspect all cleaning equipment for safety, cleanliness and damage, before and after issue.

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Lysol bottles will be retrieved from the supply office at 7:45am and be returned no later than 1:30pm. A second issue will be conducted at 3:30pm with return no later than 10:00pm. Weekend, holiday and off shift issuance will be conducted by the Shift Supervisor.

The Dormitory Officer and Shift Supervisor are responsible for inspection of all cleaning.

Cleaning implements will be kept in the janitorial closet, so as to provide for proper ventilation and drying.

#### **D. Segregation/Special Management Unit Sanitation**

Cells will be cleaned daily and as detainees are transferred or released. This will include cleaning the toilet/sink areas, mopping the floor, sanitizing mattresses and pillows and wiping down flat surfaces.

#### **E. Common Area Sanitation**

The 1<sup>st</sup> Shift is responsible for cleaning corridors and other common areas of the facility. Detainee workers will conduct the cleaning.

Waxing of corridors and dormitory floors will be done as needed during the week on 1<sup>st</sup> Shift. All floors will be kept clean, dry, and free of hazardous substances.


The Shift Supervisor will inspect common areas for compliance with all sanitation standards and oversee the correction of any deficiencies.

#### **F. Inspection Program**

Pre-assigned staff members will conduct daily inspections of sanitation levels in all areas of the facility. These inspections will be in addition to the security inspections conducted under Policy and Procedures 10.2.33 – AUR. A record of these inspections will be filed with the Captain.

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Each department head will personally inspect his or her department or area of responsibility at least once a week; that inspection will be logged.

The ES/FSM will conduct monthly inspections of sanitation levels in all areas of the facility and will keep a record of those inspections on file.

Weekly inspections will be conducted by a qualified staff member to include sanitation and safety procedures. The scope of this inspection is outlined in policy 1.2.8-AUR

The county Health Department will conduct annual inspections to ensure and document compliance with all applicable law and regulations related to sanitation and health. The Food Services Manager will keep a record of those inspections.

**G. Water Supply**

The facility's potable water source and supply, owned and operated by the public water department, is certified at least annually by an independent, outside source to be in compliance with all jurisdictional laws and regulations. [4-ALDF-1A-07M]

**H. Maintenance Issues**

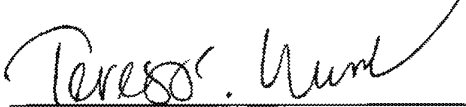
The facility will have an established system for reporting, responding to, and accounting for materials and labor relating to all facility repairs.

Major maintenance of toilets, wash basins, sinks, and other equipment in the facility will be the responsibility of the Maintenance Department.


**THIS POLICY WILL BE REVIEWED AT LEAST ANNUALLY AND UPDATED AS NEEDED.**

**Gray highlighted areas are the changes made to the current revision.**

**QUESTIONS/SUGGESTIONS REGARDING THIS POLICY SHALL BE ADDRESSED TO THE ASSISTANT WARDEN OF OPERATIONS.**

APPROVED:   
Warden T. Hunt

EFFECTIVE: 10/20/08

	<b>HOUSEKEEPING PLAN POLICY AND PROCEDURE MANUAL</b>	<b>ATTACHMENT TO NUMBER: 12.1.4 - AUR</b>
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The facility establishes this Housekeeping Plan to maintain the physical plant and to ensure that sanitation and safety practices comply with applicable laws, codes, regulations, and standards relating to sanitation and safety within the facility.

**Overview**

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1. Facility floors will be kept clean, dry and free of hazardous substances.
2. Sinks and toilets will be clean and sanitary.
3. Furniture, shelves, and countertops will be clean and free of dust.
4. Windows and mirrors will be kept clean.
5. Mops and rags will be laundered.
6. Window sills, ledges, and door frames and tracks will be kept clean and free of dust and debris.
7. Trash will be removed promptly and placed in the designated removal containers and/or areas.


All safety and sanitation inspections will be conducted under the Warden's direction and authorization. The Environmental Specialist/ Fire Safety Manager (ES/FSM) will be authorized to take all measures necessary to comply with the applicable laws and regulations of the county and state in regard to facility safety and sanitation.

All staff members conducting sanitation inspections will furnish the Warden with written reports, including specific deficiencies noted during the inspection and the required corrective action. The ES/FSM will ensure deficiencies are corrected in the required amount of time and will confer with the inspecting staff member regarding the documentation of corrective actions or any re-inspection that may be required.

Inspections will include, but not be limited to ensuring the following:

1. Floors are clean, dry, and free of hazardous substances.
2. There are no unnecessary accumulations of flammables.
3. Exits are not blocked and are usable.
4. Fire equipment is accessible.
5. No vermin or pest infestation is evident.
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If any of these conditions exist, the supervisor will take immediate corrective action if possible, or a work order will be forwarded to the ES/FSM.

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### **Food Service Areas**

It is the responsibility of the Food Services Administrator to ensure high sanitation standards are maintained in the food preparation and service areas. The Kitchen Supervisor will supervise the kitchen detainee work force in daily routing cleaning duties. The kitchen will be inspected and rated by the county Health Department at least annually.

### **Medical Areas**

Special attention will be afforded the medical area to comply with health standards for cleanliness. The staff member supervising detainee workers will ensure they are under that individual's constant, direct visual observation while cleaning the medical area.

### **Public Lobby**

The public lobby will be swept, mopped, and waxed as needed by detainee workers. All glass will be cleaned on an as-needed basis. Additionally, the lobby will be monitored for cleanliness throughout the day by assigned staff. Any hazards or unclean conditions will immediately be corrected by a detainee worker under an officer's supervision.

### **Visitation**

All visitation areas will be cleaned as needed by detainee workers after the area is thoroughly searched by staff. All trash will be discarded, carpets vacuumed, and glass cleaned as needed. Carpets will, at a minimum, be cleaned once a quarter. This cleaning will be conducted on 1<sup>st</sup> Shift.


### **Restricted Security Areas**

The control center and the Maintenance Shop will be off limits to detainees at all times (no exceptions). These areas will be cleaned by facility staff members. This cleaning will consist of cleaning counter areas, discarding trash, vacuuming the carpet, as needed, and cleaning all glass, as needed.

### **Rear Sally Port Area**

The rear sally port area is a means of egress during emergency situations; therefore, it must be free of debris, parked vehicles, etc. It is the responsibility of the Intake Officer to ensure that this area is clear by the end of each shift.



	<p style="text-align: center;"><b>HOUSEKEEPING PLAN</b></p> <p style="text-align: center;"><b>POLICY AND PROCEDURE MANUAL</b></p>	<p style="text-align: center;"><b>ATTACHMENT TO</b> <b>NUMBER: 12.1.4 - AUR</b></p>
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**Liquid and Solid Waste**

Liquid waste will be disposed of through the waste water system. Mop bucket water will be disposed of by pouring the water down the designated mop bucket cleaning sink. Solid waste and trash will be removed from departments and housing units at least once each day and placed in the trash container.

**Carpet Cleaning**

All carpets will be cleaned at least once every quarter by detainee workers. Carpets may be cleaned more frequently as needed. All carpets will be vacuumed daily. ~~The Facility Janitor in conjunction~~ with 1<sup>st</sup> shift will be responsible for this cleaning.

**Hazardous Materials**

All caustic, toxic, and flammable materials will be handled in accordance with Policy 13.1.4-AUR.

**Pest/Vermin Control**

The facility uses the service of a qualified professional extermination contractor. This service's purpose is to eliminate pest infestations and provide preventive treatment of future infestations.

The professional contractor will service the facility at least once a month; this schedule may vary from time to time in areas such as the facility kitchen. If necessary, additional preventive treatments may be scheduled.


**Housekeepers**

Supervising housekeepers is the responsibility of the officers assigned to the dormitory/unit. Supervision includes assigning duties, training newly assigned detainees on their task, supervising work as it is done and removing detainees who do not perform.

Dormitory/Unit Officers must notify the Captain of any detainee removed from worker status for nonperformance for duties or for vacancies that occur due to a release or transfer. The Classification Department is responsible for assigning the next eligible detainee in that dormitory/unit to fill the vacancy.

**Dormitories**

On a weekly basis or as needed, all dorms will be subject to a total sanitation project to

 The GEO Group, Inc.	<b>HOUSEKEEPING PLAN</b>  <b>POLICY AND PROCEDURE MANUAL</b>	<b>ATTACHMENT TO</b> <b>NUMBER: 12.1.4 - AUR</b>
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assure standards are met and maintained. The responsibility for cleaning will be shared by 2<sup>nd</sup> and 3<sup>rd</sup> shifts. 2<sup>nd</sup> Shift will be responsible for the West side and 3<sup>rd</sup> shift responsible for the East side. The following schedule will be followed:

**WEST SIDE**


Monday	A	Dorm
Tuesday	B	Dorm
Wednesday	C	Dorm
Thursday	D	Dorm
Friday	E	Dorm
Saturday	F	Dorm
Sunday	G	Dorm

**EAST SIDE**

Monday	L	Dorm
Tuesday	M	Dorm
Wednesday	N	Dorm
Thursday	X	Dorm
Friday	Y	Dorm
Saturday	Z	Dorm
Sunday	Seg/SMU	


**FACILITY CLEAN-UP  
DAILY CLEANING SCHEDULE**

AREA	CLEANERS AND DISINFECTANTS USED	SPECIAL INSTRUCTIONS
Floors (Hallways, East and West Cores, Intake, Medical Area and East Recreation)	Dibs Neutral Floor Cleaner	Sweep and damp mop. Strip, seal and wax and spray buff as needed.
Windows And Window Sills	Glass Cleaner	Clean windows and wipe down surfaces to keep them dust-free
Sinks, Commodes and Showers	Liquid Comet ® with Bleach Lysol Disinfectant Deodorizing Cleaner	Clean surfaces with cloth, scrubbing pad or brush using the appropriate cleanser.
Stainless Steel (Showers, Sinks)		Wipe down surfaces with cloth
Trash Receptacles	Lysol Disinfectant Deodorizing Cleaner	Empty and wipe down daily
Furniture and Equipment	Lysol Disinfectant Deodorizing Cleaner	Wipe down surfaces with cloth
Stainless Steel (Showers, Sinks)		Wipe down surfaces with cloth

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**HOUSING UNIT CLEANING SCHEDULE  
ASSIGNED HOUSEKEEPERS  
AND DORMITORY TRUSTEE**

AREA	SCHEDULED CLEANING	CLEANERS AND DISINFECTANTS USED	SPECIAL INSTRUCTIONS
Floors	Once per shift (more often if needed)	Dibs Neutral Floor Cleaner	Sweep and damp mop
Divider Walls, Windows And Window Sills	Once per shift (more often if needed)	Glass Cleaner	Clean windows and wipe down surfaces to keep them dust-free
Sinks, Commodes and Showers	Once per shift (more often if needed)	Liquid Comet ® with Bleach Lysol Disinfectant Deodorizing Cleaner	Clean surfaces with cloth, scrubbing pad or brush using the appropriate cleanser.
Trash Receptacles	Daily	Lysol Disinfectant Deodorizing Cleaner	Empty and wipe down daily
Furniture	Once per shift	Lysol Disinfectant Deodorizing Cleaner	Wipe down surfaces with cloth
Equipment	Each Shift	Lysol Disinfectant Deodorizing Cleaner	Wipe down surfaces with cloth
Stainless Steel (Showers, Sinks)	Once per shift)		Wipe down surfaces with cloth
Mattresses	Upon movement of detainees	Lysol Disinfectant Deodorizing Cleaner	Wipe down surfaces with cloth
Light Fixtures/Vents/Air Ducts	Once a month	Lysol Disinfectant Deodorizing Cleaner	Wipe down surfaces with cloth. Use air compressor to clean vents. (Done by Maintenance Trustee).


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**KITCHEN  
CLEANING SCHEDULE**


AREA	SCHEDULED CLEANING	CLEANER & DISINFECTANTS	SPECIAL INSTRUCTIONS
Tables and Sinks, Stainless Steel	After every use	Pro Quat 100	Polish with High Shine every Wednesday
Pots and Pans	After every use	Lemon Pot and Pan Degreaser	Use 3-sink table and sanitize
Ovens and Grill	After every use	Pro Kling Foaming Oven and Grill Cleaner	Degrease every Thursday with degreaser
Dishwasher	After every use	Descaler	De-lime every Thursday and polish with high shine
Chemical Room	Daily	Kitchen degreaser.	Sweep and mop. Restock cabinet weekly
Floors	Hourly or as needed	Kitchen degreaser	Monitor constantly, Use "Wet Floor" signs
Storeroom	Daily	Kitchen degreaser	Sweep and mop. Every Monday move racks from the wall and mop floor.
Hoods and filters	Twice daily	Grease cutter High shine	Clean the filters every Monday and polish with high shine.
Freezer and refrigerator	Every Tuesday	Freezer clean	Sweep floor and wipe down the racks
Kettles	After every use	Lemon Pot and Pan degreaser High shine	Every Tuesday shine the exterior surface with high shine.
Bathroom	Once per shift	Liquid Comet ® with Bleach Lysol Disinfectant Deodorizing Cleaner	Check every shift. Sign out chemicals from laundry (supply) during assigned hours.
Food warmer and food carts	Daily	High Shine / degreaser	Inside – weekly with degreaser; outside daily with high shine.

 The GEO Group, Inc.	HOUSEKEEPING PLAN POLICY AND PROCEDURE MANUAL	ATTACHMENT TO NUMBER: 12.1.4 - AUR
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QUESTIONS/SUGGESTIONS REGARDING THIS POLICY SHALL BE ADDRESSED TO THE ENVIRONMENTAL SPECIALIST/FACILITY FIRE SAFETY MANAGER.

APPROVED:  DATE: 12/2/08  
ES/FSM

APPROVED:  DATE: 12/2/08  
Warden T. Hunt

	<p style="text-align: center;">Aurora/ICE Processing Center <b>POLICY and PROCEDURE MANUAL</b></p> <p><b>CHAPTER: Sanitation</b></p> <p><b>TITLE: Sanitation Procedures</b></p> <p><b>RELATED ACA STANDARDS: 4-ALDF-1A-01, 1A-02, 1A-04, 1A-07</b></p>	<p><b>NUMBER:</b> 12.1.4 - AUR</p> <p><b>REVISED ON:</b> 7/29/09</p> <p><b>SUPERSEDES:</b> 10/21/08</p>
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**I. POLICY**

To provide staff and detainees with a clean sanitary living environment consistent with all applicable codes, standards and sound detention practice.

**II. PROCEDURES**

The Environmental Specialist/Fire Safety Manager (ES/FSM) will develop and oversee procedures that ensure the facility's sanitation plan is carried out; however, ensuring high standards of housekeeping and sanitary practices in the various areas of the facility is the responsibility of each department head.

**A. Housekeeping Plan**

A written housekeeping plan will be developed for each area of the facility, including common areas such as halls, exterior walks, etc. These plans will be prepared as directed by the ES/FSM, the Captain, and the head of the department involved.

Plans will include a cleaning schedule for the area; specific assignments for detainees assigned to sanitary duties; a time schedule for completion; and specific instructions for cleaning cells, dayrooms, and other common areas, floors and doors, storage areas, other program areas, walls and windows, toilet and shower facilities, and equipment.

Housekeeping plans for all areas will be forwarded to the ES/FSM for review and approval. Copies of all approved plans will be distributed and maintained in the offices of the department head responsible for the area, the Shift Supervisor, the ES/FSM, and the Captain.

Waste disposal procedures will be included in the sanitation plan, providing for proper collection, storage, and disposal of all liquid and solid waste accumulations for each area.


Necessary cleaning supplies and equipment will be procured from the Supply Officer. Detention Officers and other department heads are responsible for the secure, hygienic storage of all cleaning supplies, including the proper storage of mops and other wet items.

**B. Detainee Sanitation Responsibilities**

Each detainee will be responsible for the cleanliness of his or her cell or living area, including walls, floors, sink, toilet, windows, and other property within the cell, room, or living area.

Beds will be made neatly and tightly. Nothing will be placed over windows, lights, vents, bars or grilles. Shoes will be neatly lined up under the edge of the bed. All personal property will be stored in the locker/container provided. Detainee personal property storage and limits will be enforced in the process of all sanitation inspections.

Cleaning materials and articles for cleaning will be issued by the Dormitory Officer to each detainee. The detainee is responsible for the proper use and care of these articles.

	<p style="text-align: center;"><b>Aurora/ICE Processing Center</b>  <b>POLICY AND PROCEDURE MANUAL</b></p> <p><b>CHAPTER: Sanitation</b></p> <p><b>TITLE: Sanitation Procedures</b></p>	<p><b>NUMBER: 12.1.4 -AUR</b></p>
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**C. Dormitory Sanitation**

At 6:00 a.m. each day, the following items will be issued:

- Mops and buckets
- Brooms
- Scrub brushes
- Cleaning rags
- Cleaning Chemicals

Cleaning items will be secured each day by 10:00 p.m.; before and after issue staff will inspect all cleaning equipment for safety, cleanliness and damage.

At 10:00 a.m. and 5:00 p.m. each day, the following items will be issued:

- Mops and buckets
- Brooms
- Cleaning rags

Staff will inspect all cleaning equipment for safety, cleanliness and damage, before and after issue. Lysol bottles will be secured with the above listed items until 10:00pm at which time they will be secured in the supply office.

The Dormitory Officer and Shift Supervisor are responsible for inspection of all cleaning.

Cleaning implements will be kept in the janitorial closet, so as to provide for proper ventilation and drying.

**D. Segregation/Special Management Unit Sanitation**

Cells will be cleaned daily and as detainees are transferred or released. This will include cleaning the toilet/sink areas, mopping the floor, sanitizing mattresses and pillows and wiping down flat surfaces.

**E. Common Area Sanitation**


The 1<sup>st</sup> Shift is responsible for cleaning corridors and other common areas of the facility. Detainee workers will conduct the cleaning.

Waxing of corridors and dormitory floors will be done as needed during the week on 1<sup>st</sup> Shift. All floors will be kept clean, dry, and free of hazardous substances.

The Shift Supervisor will inspect common areas for compliance with all sanitation standards and oversee the correction of any deficiencies.

**F. Inspection Program**

Pre-assigned staff members will conduct daily inspections of sanitation levels in all areas of the facility. These inspections will be in addition to the security inspections conducted under Policy and Procedures 10.2.33 – AUR. A record of these inspections will be filed with the Captain.

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Post orders will reflect the areas of sanitation and inspection responsibility for each staff member.

The Housing Unit Officer will inspect all living areas daily and report any infraction of these regulations to the immediate supervisor. The officer will notify detainees of unsatisfactory conditions, in cases of continued noncompliance, staff will issue an incident report.

Each department head will personally inspect his or her department or area of responsibility at least once a week; that inspection will be logged.

The ES/FSM will conduct weekly and monthly inspections of sanitation levels in all areas of the facility and will keep a record of those inspections on file.

The county Health Department will conduct annual inspections to ensure and document compliance with all applicable law and regulations related to sanitation and health. The Food Services Manager will keep a record of those inspections.

**G. Water Supply**

The facility's potable water source and supply, owned and operated by the public water department, is certified at least annually by an independent, outside source to be in compliance with all jurisdictional laws and regulations. [4-ALDF-1A-07M]

**H. Maintenance Issues**

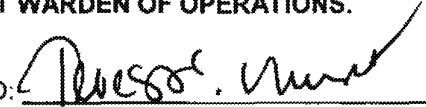
The facility will have an established system for reporting, responding to, and accounting for materials and labor relating to all facility repairs.

Major maintenance of toilets, wash basins, sinks, and other equipment in the facility will be the responsibility of the Maintenance Department.

**THIS POLICY WILL BE REVIEWED AT LEAST ANNUALLY AND UPDATED AS NEEDED.**


**Gray highlighted areas are the changes made to the current revision.**

**QUESTIONS/SUGGESTIONS REGARDING THIS POLICY SHALL BE ADDRESSED TO THE ASSISTANT WARDEN OF OPERATIONS.**

APPROVED:   
Warden T. Hunt

EFFECTIVE: 7/30/09



	<b>HOUSEKEEPING PLAN POLICY AND PROCEDURE MANUAL</b>	<b>ATTACHMENT TO NUMBER: 12.1.4 - AUR</b>
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The facility establishes this Housekeeping Plan to maintain the physical plant and to ensure that sanitation and safety practices comply with applicable laws, codes, regulations, and standards relating to sanitation and safety within the facility.

**Overview**

A clean, safe, and sanitary working and living environment requires certain general sanitation standards be maintained. Particular attention will be given to the following:

1. Facility floors will be kept clean, dry and free of hazardous substances.
2. Sinks and toilets will be clean and sanitary.
3. Furniture, shelves, and countertops will be clean and free of dust.
4. Windows and mirrors will be kept clean.
5. Mops and rags will be laundered.
6. Window sills, ledges, and door frames and tracks will be kept clean and free of dust and debris.
7. Trash will be removed promptly and placed in the designated removal containers and/or areas.

All safety and sanitation inspections will be conducted under the Warden's direction and authorization. The Environmental Specialist/ Fire Safety Manager (ES/FSM) will be authorized to take all measures necessary to comply with the applicable laws and regulations of the county and state in regard to facility safety and sanitation.

All staff members conducting sanitation inspections will furnish the Warden with written reports, including specific deficiencies noted during the inspection and the required corrective action. The ES/FSM will ensure deficiencies are corrected in the required amount of time and will confer with the inspecting staff member regarding the documentation of corrective actions or any re-inspection that may be required.

Inspections will include, but not be limited to ensuring the following:

1. Floors are clean, dry, and free of hazardous substances.
2. There are no unnecessary accumulations of flammables.
3. Exits are not blocked and are usable.
4. Fire equipment is accessible.
5. No vermin or pest infestation is evident.
6. There are no plumbing leaks in the water system.


If any of these conditions exist, the supervisor will take immediate corrective action if possible, or a work order will be completed with a copy forwarded to the ES/FSM.

**Food Service Areas**

It is the responsibility of the Food Services Administrator to ensure high sanitation standards are maintained in the food preparation and service areas. The Kitchen Supervisor will supervise the kitchen detainee work force in daily routing cleaning duties. The kitchen will be inspected and rated by the county Health Department at least annually.

**Medical Areas**

Special attention will be afforded the medical area to comply with health standards for cleanliness. The staff member supervising detainee workers will ensure they are under that individual's constant, direct visual observation while cleaning the medical area. When mopping in the medical unit, the double bucket

	<p style="text-align: center;"><b>HOUSEKEEPING PLAN</b></p> <p style="text-align: center;"><b>POLICY AND PROCEDURE MANUAL</b></p>	<p style="text-align: center;"><b>ATTACHMENT TO</b> <b>NUMBER: 12.1.4 - AUR</b></p>
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method will be utilized. 2 mops will be utilized, one containing fresh water/disinfectant. The second bucket will be utilized to rinse and discard the dirty water.

**Public Lobby**

The public lobby will be swept, mopped, and waxed as needed by detainee workers. All glass will be cleaned on an as-needed basis. Additionally, the lobby will be monitored for cleanliness throughout the day by assigned staff. Any hazards or unclean conditions will immediately be corrected by a detainee worker under an officer's supervision.

**Visitation**

All visitation areas will be cleaned as needed by detainee workers after the area is thoroughly searched by staff. All trash will be discarded, carpets vacuumed, and glass cleaned as needed. Carpets will, at a minimum, be cleaned once a quarter. This cleaning will be conducted on 1<sup>st</sup> Shift.

**Restricted Security Areas**

The control center and the Maintenance Shop will be off limits to detainees at all times (no exceptions). These areas will be cleaned by facility staff members. This cleaning will consist of cleaning counter areas, discarding trash, vacuuming the carpet, as needed, and cleaning all glass, as needed.

**Rear Sally Port Area**

The rear sally port area is a means of egress during emergency situations; therefore, it must be free of debris, parked vehicles, etc. It is the responsibility of the Intake Officer to ensure that this area is clear by the end of each shift.

**Liquid and Solid Waste**

Liquid waste will be disposed of through the waste water system. Mop bucket water will be disposed of by pouring the water down the designated mop bucket cleaning sink. Solid waste and trash will be removed from departments and housing units at least once each day and placed in the trash container.

**Carpet Cleaning**


All carpets will be vacuumed daily. The Facility Janitor in conjunction with 1<sup>st</sup> shift will be responsible for this cleaning. All carpets will be cleaned as necessary.

**Hazardous Materials**

All caustic, toxic, and flammable materials will be handled in accordance with Policy 13.1.4-AUR.

**Pest/Vermin Control**

The facility uses the service of a qualified professional extermination contractor. This service's purpose is to eliminate pest infestations and provide preventive treatment of future infestations.

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The professional contractor will service the facility at least once a month; this schedule may vary from time to time in areas such as the facility kitchen. If necessary, additional preventive treatments may be scheduled.

**Housekeepers**

Supervising housekeepers is the responsibility of the officers assigned to the dormitory/unit. Supervision includes assigning duties, training newly assigned detainees on their task, supervising work as it is done and removing detainees who do not perform.

Dormitory/Unit Officers must notify the Captain of any detainee removed from worker status for nonperformance for duties or for vacancies that occur due to a release or transfer. The Classification Department is responsible for assigning the next eligible detainee in that dormitory/unit to fill the vacancy.

**Housing Units**

On a weekly basis or as needed, all housing units will be subject to a total sanitation project to assure standards are met and maintained. The responsibility for cleaning will be shared by 2<sup>nd</sup> and 3<sup>rd</sup> shifts. 2<sup>nd</sup> Shift will be responsible for the West side and 3<sup>rd</sup> shift responsible for the East side. The following schedule will be followed:

**WEST SIDE**


Monday	A	Dorm
Tuesday	B	Dorm
Wednesday	C	Dorm
Thursday	D	Dorm
Friday	E	Dorm
Saturday	F	Dorm
Sunday	G	Dorm

**EAST SIDE**

Monday	L	Dorm
Tuesday	M	Dorm
Wednesday	N	Dorm
Thursday	X	Dorm
Friday	Y	Dorm
Saturday	Z	Dorm
Sunday	Seg/SMU	

**FACILITY CLEAN-UP  
DAILY CLEANING SCHEDULE**


AREA	CLEANERS AND DISINFECTANTS USED	SPECIAL INSTRUCTIONS
Floors (Hallways, East and West Cores, Intake, Medical Area and East Recreation)	Dibs Neutral Floor Cleaner	Sweep and damp mop. Strip, seal and wax and spray buff as needed.
Windows And Window Sills	Glass Cleaner	Clean windows and wipe down surfaces to keep them dust-free
Sinks, Commodes and Showers	Liquid Comet ® with Bleach Lysol Disinfectant Deodorizing Cleaner	Clean surfaces with cloth, scrubbing pad or brush using the appropriate cleanser.
Stainless Steel (Showers, Sinks)	Lysol Disinfectant Deodorizing Cleaner	Wipe down surfaces with cloth
Trash Receptacles	Lysol Disinfectant Deodorizing Cleaner	Empty and wipe down daily

	<b>HOUSEKEEPING PLAN POLICY AND PROCEDURE MANUAL</b>	<b>ATTACHMENT TO NUMBER: 12.1.4 - AUR</b>
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Furniture and Equipment	Lysol Disinfectant Deodorizing Cleaner	Wipe down surfaces with cloth
Stainless Steel (Showers, Sinks)	Lysol Disinfectant Deodorizing Cleaner	Wipe down surfaces with cloth

**HOUSING UNIT CLEANING SCHEDULE  
ASSIGNED HOUSEKEEPERS  
AND DORMITORY TRUSTEE**


AREA	SCHEDULED CLEANING	CLEANERS AND DISINFECTANTS USED	SPECIAL INSTRUCTIONS
Floors	Once per shift (more often if needed)	Dibs Neutral Floor Cleaner	Sweep and damp mop
Divider Walls, Windows And Window Sills	Once per shift (more often if needed)	Glass Cleaner	Clean windows and wipe down surfaces to keep them dust-free
Sinks, Commodes and Showers	Once per shift (more often if needed)	Liquid Comet ® with Bleach Lysol Disinfectant Deodorizing Cleaner	Clean surfaces with cloth, scrubbing pad or brush using the appropriate cleanser.
Trash Receptacles	Daily	Lysol Disinfectant Deodorizing Cleaner	Empty and wipe down daily
Furniture	Once per shift	Lysol Disinfectant Deodorizing Cleaner	Wipe down surfaces with cloth
Equipment	Each Shift	Lysol Disinfectant Deodorizing Cleaner	Wipe down surfaces with cloth
Stainless Steel (Showers, Sinks)	Once per shift)		Wipe down surfaces with cloth
Mattresses	Upon movement of detainees	Lysol Disinfectant Deodorizing Cleaner	Wipe down surfaces with cloth
Light Fixtures/Vents/Air Ducts	Once a month	Lysol Disinfectant Deodorizing Cleaner	Wipe down surfaces with cloth. Use air compressor to clean vents. (Done by Maintenance Trustee).

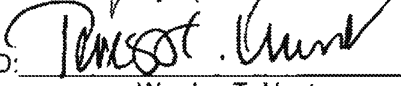
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**KITCHEN  
CLEANING SCHEDULE**

AREA	SCHEDULED CLEANING	CLEANER & DISINFECTANTS	SPECIAL INSTRUCTIONS
Tables and Sinks, Stainless Steel	After every use	Pro Quat 100	Polish with High Shine every Wednesday
Pots and Pans	After every use	Lemon Pot and Pan Degreaser	Use 3-sink table and sanitize
Ovens and Grill	After every use	Pro Kling Foaming Oven and Grill Cleaner	Degrease every Thursday with degreaser
Dishwasher	After every use	Descaler	De-lime every Thursday and polish with high shine
Chemical Room	Daily	Kitchen degreaser.	Sweep and mop. Restock cabinet weekly
Floors	Hourly or as needed	Kitchen degreaser	Monitor constantly, Use "Wet Floor" signs
Storeroom	Daily	Kitchen degreaser	Seep and mop. Every Monday move racks from the wall and mop floor.
Hoods and filters	Twice daily	Grease cutter High shine	Clean the filters every Monday and polish with high shine.
Freezer and refrigerator	Every Tuesday	Freezer clean	Sweep floor and wipe down the racks
Kettles	After every use	Lemon Pot and Pan degreaser High shine	Every Tuesday shine the exterior surface with high shine.
Bathroom	Once per shift	Liquid Comet ® with Bleach Lysol Disinfectant Deodorizing Cleaner	Check every shift. Sign out chemicals from laundry (supply) during assigned hours.
Food warmer and food carts	Daily	High Shine / degreaser	Inside – weekly with degreaser; outside daily with high shine.

**QUESTIONS/SUGGESTIONS REGARDING THIS POLICY SHALL BE ADDRESSED TO THE ENVIRONMENTAL SPECIALIST/FACILITY FIRE SAFETY MANAGER.**

APPROVED:  DATE: 7-30-09  
ES/FSM

APPROVED:  DATE: 7.30.09  
Warden T. Hunt

	<p style="text-align: center;">Aurora/ICE Processing Center <b>POLICY and PROCEDURE MANUAL</b></p> <p><b>CHAPTER: Sanitation</b></p> <p><b>TITLE: Sanitation Procedures</b></p> <p><b>RELATED ACA STANDARDS: 4-ALDF-1A-01, 1A-02, 1A-04, 1A-07</b></p>	<p><b><u>NUMBER:</u></b> 12.1.4 - AUR</p> <p><b><u>REVISED ON:</u></b> 3/30/10</p> <p><b><u>SUPERSEDES:</u></b> 7/29/09</p>
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**I. POLICY**

To provide staff and detainees with a clean sanitary living environment consistent with all applicable codes, standards and sound detention practice.

**II. PROCEDURES**

The Environmental Specialist/Fire Safety Manager (ES/FSM) will develop and oversee procedures that ensure the facility's sanitation plan is carried out; however, ensuring high standards of housekeeping and sanitary practices in the various areas of the facility is the responsibility of each department head.

**A. Housekeeping Plan**

A written housekeeping plan will be developed for each area of the facility, including common areas such as halls, exterior walks, etc. These plans will be prepared as directed by the ES/FSM, the Captain, and the head of the department involved.

Plans will include a cleaning schedule for the area; specific assignments for detainees assigned to sanitary duties; a time schedule for completion; and specific instructions for cleaning cells, dayrooms, and other common areas, floors and doors, storage areas, other program areas, walls and windows, toilet and shower facilities, and equipment.

Housekeeping plans for all areas will be forwarded to the ES/FSM for review and approval. Copies of all approved plans will be distributed and maintained in the offices of the department head responsible for the area, the Shift Supervisor, the ES/FSM, and the Captain.

Waste disposal procedures will be included in the sanitation plan, providing for proper collection, storage, and disposal of all liquid and solid waste accumulations for each area.


Necessary cleaning supplies and equipment will be procured from the Supply Officer. Detention Officers and other department heads are responsible for the secure, hygienic storage of all cleaning supplies, including the proper storage of mops and other wet items.

**B. Detainee Sanitation Responsibilities**

Each detainee will be responsible for the cleanliness of his or her cell or living area, including walls, floors, sink, toilet, windows, and other property within the cell, room, or living area.

Beds will be made neatly and tightly. Nothing will be placed over windows, lights, vents, bars or grilles. Shoes will be neatly lined up under the edge of the bed. All personal property will be stored in the locker/container provided. Detainee personal property storage and limits will be enforced in the process of all sanitation inspections.

Cleaning materials and articles for cleaning will be issued by the Dormitory Officer to each detainee. The detainee is responsible for the proper use and care of these articles.

	<p style="text-align: center;">Aurora/ICE Processing Center  <b>POLICY AND PROCEDURE MANUAL</b></p> <p><b>CHAPTER: Sanitation</b></p> <p><b>TITLE: Sanitation Procedures</b></p>	<p><b>NUMBER: 12.1.4 -AUR</b></p>
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**C. Dormitory Sanitation**

At 6:00 a.m. each day, the following items will be issued:

- Mops and buckets
- Brooms
- Scrub brushes
- Cleaning rags
- Cleaning Chemicals

Cleaning items will be secured each day by 10:00 p.m.; before and after issue staff will inspect all cleaning equipment for safety, cleanliness and damage.

At 10:00 a.m. and 5:00 p.m. each day, the following items will be issued:

- Mops and buckets
- Brooms
- Cleaning rags

Staff will inspect all cleaning equipment for safety, cleanliness and damage, before and after issue. Lysol bottles will be secured with the above listed items until 10:00pm at which time they will be secured in the supply office.

The Dormitory Officer and Shift Supervisor are responsible for inspection of all cleaning.

Cleaning implements will be kept in the janitorial closet, so as to provide for proper ventilation and drying.

**D. Segregation/Special Management Unit Sanitation**

Cells will be cleaned daily and as detainees are transferred or released. This will include cleaning the toilet/sink areas, mopping the floor, sanitizing mattresses and pillows and wiping down flat surfaces.

**E. Common Area Sanitation**


The 1<sup>st</sup> Shift is responsible for cleaning corridors and other common areas of the facility. Detainee workers will conduct the cleaning.

Waxing of corridors and dormitory floors will be done as needed during the week on 1<sup>st</sup> Shift. All floors will be kept clean, dry, and free of hazardous substances.

The Shift Supervisor will inspect common areas for compliance with all sanitation standards and oversee the correction of any deficiencies.

**F. Inspection Program**

Pre-assigned staff members will conduct daily inspections of sanitation levels in all areas of the facility. These inspections will be in addition to the security inspections conducted under Policy and Procedures 10.2.33 – AUR. A record of these inspections will be filed with the Captain.

	<p style="text-align: center;">Aurora/ICE Processing Center <b>POLICY AND PROCEDURE MANUAL</b></p> <p>CHAPTER: Sanitation TITLE: Sanitation Procedures</p>	<p>NUMBER: 12.1.4 -AUR</p>
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Post orders will reflect the areas of sanitation and inspection responsibility for each staff member.

The Housing Unit Officer will inspect all living areas daily and report any infraction of these regulations to the immediate supervisor. The officer will notify detainees of unsatisfactory conditions, in cases of continued noncompliance, staff will issue an incident report.

Each department head will personally inspect his or her department or area of responsibility at least once a week; that inspection will be logged.

The ES/FSM will conduct weekly and monthly inspections of sanitation levels in all areas of the facility and will keep a record of those inspections on file.

The county Health Department will conduct annual inspections to ensure and document compliance with all applicable law and regulations related to sanitation and health. The Food Services Manager will keep a record of those inspections.

**G. Water Supply**

The facility's potable water source and supply, owned and operated by the public water department, is certified at least annually by an independent, outside source to be in compliance with all jurisdictional laws and regulations. [4-ALDF-1A-07M]

**H. Maintenance Issues**

The facility will have an established system for reporting, responding to, and accounting for materials and labor relating to all facility repairs.

Major maintenance of toilets, wash basins, sinks, and other equipment in the facility will be the responsibility of the Maintenance Department.

**THIS POLICY WILL BE REVIEWED AT LEAST ANNUALLY AND UPDATED AS NEEDED.**


**Gray highlighted areas are the changes made to the current revision.**

**QUESTIONS/SUGGESTIONS REGARDING THIS POLICY SHALL BE ADDRESSED TO THE ASSISTANT WARDEN OF OPERATIONS.**

APPROVED:   
Warden C.R. Gilkey

EFFECTIVE: 3/30/10



	<b>Aurora/ICE Processing Center POLICY and PROCEDURE MANUAL</b>	<b>NUMBER: 12.1.4 - AUR</b>
	<b>CHAPTER: Sanitation</b>	<b>REVISED ON: 6/14/10</b>
	<b>TITLE: Sanitation Procedures</b>	<b>SUPERSEDES: 3/30/10</b>
	<b>RELATED ACA STANDARDS: 4-ALDF-1A-01, 1A-02, 1A-04, 1A-07</b>	

**I. POLICY**

To provide staff and detainees with a clean sanitary living environment consistent with all applicable codes, standards and sound detention practice.

**II. PROCEDURES**

The Environmental Specialist/Fire Safety Manager (ES/FSM) will develop and oversee procedures that ensure the facility's sanitation plan is carried out; however, ensuring high standards of housekeeping and sanitary practices in the various areas of the facility is the responsibility of each department head.

**A. Housekeeping Plan**

A written housekeeping plan will be developed for each area of the facility, including common areas such as halls, exterior walks, etc. These plans will be prepared as directed by the ES/FSM, the Captain, and the head of the department involved.

Plans will include a cleaning schedule for the area; specific assignments for detainees assigned to sanitary duties; a time schedule for completion; and specific instructions for cleaning cells, dayrooms, and other common areas, floors and doors, storage areas, other program areas, walls and windows, toilet and shower facilities, and equipment.

Housekeeping plans for all areas will be forwarded to the ES/FSM for review and approval. Copies of all approved plans will be distributed and maintained in the offices of the Department Head responsible for the area, the Shift Supervisor, the ES/FSM, and the Captain.

Waste disposal procedures will be included in the sanitation plan, providing for proper collection, storage, and disposal of all liquid and solid waste accumulations for each area.


Necessary cleaning supplies and equipment will be procured from the Supply Officer. Detention Officers and other Department Heads are responsible for the secure, hygienic storage of all cleaning supplies, including the proper storage of mops and other wet items.

**B. Detainee Sanitation Responsibilities**

Each detainee will be responsible for the cleanliness of his or her cell or living area, including walls, floors, sink, toilet, windows, and other property within the cell, room, or living area.

Beds will be made neatly and tightly. Nothing will be placed over windows, lights, vents, bars or grilles. Shoes will be neatly lined up under the edge of the bed. All personal property will be stored in the locker/container provided. Detainee personal property storage and limits will be enforced in the process of all sanitation inspections.

Cleaning materials and articles for cleaning will be issued by the Dormitory Officer to each detainee. The detainee is responsible for the proper use and care of these articles.

	<p style="text-align: center;"><b>Aurora/ICE Processing Center</b>  <b>POLICY AND PROCEDURE MANUAL</b></p> <p><b>CHAPTER: Sanitation</b></p> <p><b>TITLE: Sanitation Procedures</b></p>	<p><b>NUMBER: 12.1.4 -AUR</b></p>
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**C. Dormitory Sanitation**

At 6:00 a.m. each day, the following items will be issued:

- Mops and buckets
- Brooms
- Scrub brushes
- Cleaning rags
- Cleaning Chemicals

Cleaning items will be secured each day by 10:00 p.m.; before and after issue staff will inspect all cleaning equipment for safety, cleanliness and damage.

At 10:00 a.m. and 5:00 p.m. each day, the following items will be issued:

- Mops and buckets
- Brooms
- Cleaning rags

Staff will inspect all cleaning equipment for safety, cleanliness and damage, before and after issue. Lysol bottles will be secured with the above listed items until 10:00pm at which time they will be secured in the ~~housing unit janitor closet~~.

The ~~Housing Unit~~ Officer and Shift Supervisor are responsible for inspection of all cleaning.

Cleaning implements will be kept in the janitorial closet, so as to provide for proper ventilation and drying.

**D. Segregation/Special Management Unit Sanitation**

Cells will be cleaned daily and as detainees are transferred or released. This will include cleaning the toilet/sink areas, mopping the floor, sanitizing mattresses and pillows and wiping down flat surfaces.

**E. Common Area Sanitation**


The 1<sup>st</sup> Shift is responsible for cleaning corridors and other common areas of the facility. Detainee workers will conduct the cleaning.

Waxing of corridors and ~~housing unit~~ floors will be done as needed during the week on 1<sup>st</sup> Shift. All floors will be kept clean, dry, and free of hazardous substances.

The Shift Supervisor will inspect common areas for compliance with all sanitation standards and oversee the correction of any deficiencies.

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**G. Water Supply**

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**QUESTIONS/SUGGESTIONS REGARDING THIS POLICY SHALL BE ADDRESSED TO THE ASSISTANT WARDEN OF OPERATIONS.**

APPROVED: Cheryl R. Gilkey  
Warden C.R. Gilkey

EFFECTIVE: 6/14/10

	<b>Aurora/ICE Processing Center POLICY and PROCEDURE MANUAL</b>	<b>NUMBER:</b> 12.1.4 - AUR
	<b>CHAPTER: Sanitation</b>	<b>REVISED ON:</b> 2/22/11
	<b>TITLE: Sanitation Procedures</b>	<b>SUPERSEDES:</b> 6/14/10
	<b>RELATED ACA STANDARDS: 4-ALDF-1A-01, 1A-02, 1A-04, 1A-07</b>	

**I. POLICY**

To provide staff and detainees with a clean sanitary living environment consistent with all applicable codes, standards and sound detention practice.

**II. PROCEDURES**

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Cleaning materials and articles for cleaning will be issued by the Dormitory Officer to each detainee. The detainee is responsible for the proper use and care of these articles.

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**C. Dormitory Sanitation**

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At 10:00 a.m. and 5:00 p.m. each day, the following items will be issued:

- Mops and buckets
- Brooms
- Cleaning rags

Staff will inspect all cleaning equipment for safety, cleanliness and damage, before and after issue. Lysol bottles will be secured with the above listed items until 10:00pm at which time they will be secured in the housing unit janitor closet.

The Housing Unit Officer and Shift Supervisor are responsible for inspection of all cleaning.

Cleaning implements will be kept in the janitorial closet, so as to provide for proper ventilation and drying.

**D. Segregation/Special Management Unit Sanitation**

Cells will be cleaned daily and as detainees are transferred or released. This will include cleaning the toilet/sink areas, mopping the floor, sanitizing mattresses and pillows and wiping down flat surfaces.

**E. Common Area Sanitation**


The 1<sup>st</sup> Shift is responsible for cleaning corridors and other common areas of the facility. Detainee workers will conduct the cleaning.

Waxing of corridors and housing unit floors will be done as needed during the week on 1<sup>st</sup> Shift. All floors will be kept clean, dry, and free of hazardous substances.

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**H. Maintenance Issues**

The facility will have an established system for reporting, responding to, and accounting for materials and labor relating to all facility repairs.

Major maintenance of toilets, wash basins, sinks, and other equipment in the facility will be the responsibility of the Maintenance Department.


**I. Blood or other body fluid**

Following any incident where there is spillage of blood or other body fluids the area shall be sanitized immediately by a member of the health service staff pursuant to the "Guidelines for Blood Spill Clean-Up". The reporting staff member will notify the on duty Shift Supervisor who will make the determination as to whether there is a need to preserve evidence.

Security staff will ensure the area is secure and that all persons entering the area are donning appropriate Personal Protective Equipment for the situation. At no time will detainees be utilized for cleaning blood spills.

Medical staff will utilize "Clean-Up Kits" to clean up any blood and body fluids as well as decontaminate the area. Either a hospital grade disinfectant or a solution of one part bleach to 10 parts water will be utilized to clean all surfaces. Once the area has been properly cleaned, the kit and any additional items utilized for the cleaning will be disposed of properly in a contaminated waste receptacle in the medical unit. Security staff will make a final walk through of the area to ensure no equipment has been left behind.

Any clothing that has been contaminated with these fluids, including the equipment and clothing of staff involved shall immediately be disinfected or destroyed as appropriate. Disinfecting of clothing will include the use of an inner degradable bag and outer yellow contaminated linen bag. Staff assigned to deliver the

	<p style="text-align: center;">Aurora/ICE Processing Center  <b>POLICY AND PROCEDURE MANUAL</b></p> <p>CHAPTER: Sanitation  TITLE: Sanitation Procedures</p>	<p>NUMBER: 12.1.4 -AUR</p>
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contaminated linen to the laundry will ensure the bag is delivered directly to the Laundry Officer only after proper protective equipment is donned.

Staff should exercise reasonable care when handling or exposed to the above body fluids, just as they do in addressing other types of risks common in their work.



**THIS POLICY WILL BE REVIEWED AT LEAST ANNUALLY AND UPDATED AS NEEDED.**

**Gray highlighted areas are the changes made to the current revision.**

**QUESTIONS/SUGGESTIONS REGARDING THIS POLICY SHALL BE ADDRESSED TO THE ASSISTANT WARDEN OF OPERATIONS.**

APPROVED: \_\_\_\_\_  
Warden M. Holm

EFFECTIVE: \_\_\_\_\_

	<p style="text-align: center;"><b>Aurora Detention Center POLICY and PROCEDURE MANUAL</b></p> <p style="text-align: center;"><b>12.1.4-AUR</b></p> <p>CHAPTER: Sanitation TITLE: Sanitation Procedures RELATED ACA STANDARDS: 4-ALDF-1A-01, 1A-02, 1A-04, 1A-07</p>	<p><b>REVISED ON:</b> 9/10/12</p> <p><b>SUPERSEDES:</b> 2/22/11</p> <p><b>APPROVED BY:</b> </p>
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**I. POLICY**

To provide staff and detainees with a clean sanitary living environment consistent with all applicable codes, standards and sound detention practice.

**II. PROCEDURES**

The Environmental Specialist/Fire Safety Manager (ES/FSM) will develop and oversee procedures that ensure the facility's sanitation plan is carried out; however, ensuring high standards of housekeeping and sanitary practices in the various areas of the facility is the responsibility of each department head.

**A. Housekeeping Plan**

A written housekeeping plan will be developed for each area of the facility, including common areas such as halls, exterior walks, etc. These plans will be prepared as directed by the ES/FSM, the Chief of Security, and the head of the department involved.

Plans will include a cleaning schedule for the area; specific assignments for detainees assigned to sanitary duties; a time schedule for completion; and specific instructions for cleaning cells, dayrooms, and other common areas, floors and doors, storage areas, other program areas, walls and windows, toilet and shower facilities, and equipment.

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	<p><b>Aurora Detention Center</b> <b>POLICY AND PROCEDURE MANUAL</b></p> <p><b>12.1.4-AUR</b></p> <p>CHAPTER: Sanitation TITLE: Sanitation Procedures</p>	
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**C. Dormitory Sanitation**

At 6:00 a.m. each day, the following items will be issued:

- Mops and buckets
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Cleaning items will be secured each day by 10:00 p.m.; before and after issue staff will inspect all cleaning equipment for safety, cleanliness and damage.

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Cells will be cleaned daily and as detainees are transferred or released. This will include cleaning the toilet/sink areas, mopping the floor, sanitizing mattresses and pillows and wiping down flat surfaces.

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	<p>Aurora Detention Center POLICY and PROCEDURE MANUAL</p> <p><b>12.1.4-AUR</b></p> <p>CHAPTER: Sanitation TITLE: Sanitation Procedures RELATED ACA STANDARDS: 4-ALDF-1A-01, 1A-02, 1A-04, 1A-07</p>	<p><b>REVISED ON:</b> 5/6/13 <b>SUPERSEDES:</b> 9/10/12 <b>APPROVED BY:</b></p>
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**I. POLICY**

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<p><b>CHAPTER: Sanitation TITLE: Sanitation Procedures</b></p>		

Post orders will reflect the areas of sanitation and inspection responsibility for each staff member.

The Housing Unit Officer will inspect all living areas daily and report any infraction of these regulations to the immediate supervisor. The officer will notify detainees of unsatisfactory conditions, in cases of continued noncompliance, staff will issue an incident report.

Each Department Head will personally inspect his or her department or area of responsibility at least once a week; that inspection will be logged.

The ES/FSM will conduct weekly and monthly inspections of sanitation levels in all areas of the facility and will keep a record of those inspections on file.

The county Health Department will conduct annual inspections to ensure and document compliance with all applicable law and regulations related to sanitation and health. The Food Services Administrator will keep a record of those inspections.

**G. Water Supply**

The facility's potable water source and supply, owned and operated by the public water department, is certified at least annually by an independent, outside source to be in compliance with all jurisdictional laws and regulations. [4-ALDF-1A-07M]

**H. Maintenance Issues**

The facility will have an established system for reporting, responding to, and accounting for materials and labor relating to all facility repairs.

Major maintenance of toilets, wash basins, sinks, and other equipment in the facility will be the responsibility of the Maintenance Department.



**I. Blood or other body fluid**

Following any incident where there is spillage of blood or other body fluids the area shall be sanitized immediately by a member of the health service staff pursuant to the "Guidelines for Blood Spill Clean-Up". The reporting staff member will notify the on duty Shift Supervisor who will make the determination as to whether there is a need to preserve evidence.

Security staff will ensure the area is secure and that all persons entering the area are donning appropriate Personal Protective Equipment for the situation. At no time will detainees be utilized for cleaning blood spills.

Medical staff will utilize "Clean-Up Kits" to clean up any blood and body fluids as well as decontaminate the area. Either a hospital grade disinfectant or a solution of one part bleach to 10 parts water will be utilized to clean all surfaces. Once the area has been properly cleaned, the kit and any additional items utilized for the cleaning will be disposed of properly in a contaminated waste receptacle in the medical unit. Security staff will make a final walk through of the area to ensure no equipment has been left behind.

Any clothing that has been contaminated with these fluids, including the equipment and clothing of staff involved shall immediately be disinfected or destroyed as appropriate. Disinfecting of clothing will include the use of an inner degradable bag and outer yellow contaminated linen bag. Staff assigned to deliver the

	<p style="text-align: center;">Aurora Detention Center POLICY AND PROCEDURE MANUAL</p> <p style="text-align: center;">12.1.4-AUR</p> <p>CHAPTER: Sanitation TITLE: Sanitation Procedures</p>	
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contaminated linen to the laundry will ensure the bag is delivered directly to the Laundry Officer only after proper protective equipment is donned.

Staff should exercise reasonable care when handling or exposed to the above body fluids, just as they do in addressing other types of risks common in their work.

**THIS POLICY WILL BE REVIEWED AT LEAST ANNUALLY AND UPDATED AS NEEDED.**

**Gray highlighted areas are the changes made to the current revision.**

**QUESTIONS/SUGGESTIONS REGARDING THIS POLICY SHALL BE ADDRESSED TO THE ASSISTANT WARDEN OF OPERATIONS.**

	<p style="text-align: center;">Aurora Detention Center POLICY and PROCEDURE MANUAL</p> <p style="text-align: center;"><b>12.1.4-AUR</b></p> <p>CHAPTER: Sanitation TITLE: Sanitation Procedures RELATED ACA STANDARDS: 4-ALDF-1A-01, 1A-02, 1A-04, 1A-07</p>	<p><b>REVISED ON:</b> 08/18/14 <b>SUPERSEDES:</b> 5/06/13 <b>APPROVED BY:</b></p>
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**I. POLICY**

To provide detainees and staff with a clean living environment consistent with all applicable codes, standards and sound detention practice.

**II. PROCEDURES**

The Environmental Specialist/Fire Safety Manager (ES/FSM) will develop and oversee procedures that ensure the facility's sanitation plan is carried out; however, ensuring high standards of housekeeping and sanitary practices in the various areas of the facility is the responsibility of staff members and each department head.

**A. Housekeeping Plan**

A written housekeeping plan will be developed for each area of the facility, including common areas such as halls, exterior walks, etc. These plans will be prepared as directed by the ES/FSM, the Chief of Security, and the head of the department involved. The house keeping plan will be reviewed annually.

Plans will include a cleaning schedule for the area; specific assignments for detainees assigned to sanitary duties; a time schedule for completion; and instructions for cleaning cells, dayrooms, and other common areas, floors and doors, storage areas, other areas, walls and windows, toilet and shower facilities, and equipment.

Waste disposal procedures will be included in the sanitation plan, providing for proper collection, storage, and disposal of all liquid and solid waste accumulations for each area.

Necessary cleaning supplies and equipment will be procured from the Warehouse Officer. Detention Officers are responsible for the secure, hygienic storage of all cleaning supplies, including the proper storage of mops and other wet items.

**B. Detainee Sanitation Responsibilities**

Each detainee will be responsible for the cleanliness of his or her cell or living area, including walls, floors, sink, toilet, windows, and other property within the cell, room, or living area.



Beds will be made neatly and tightly. Nothing will be placed over windows, lights, vents, bars or grilles. Shoes will be neatly lined up under the edge of the bed. All personal property will be stored in the locker/container provided. Detainee personal property storage and limits will be enforced in the process of all sanitation inspections.

Cleaning materials and articles for cleaning will be issued by the Housing Unit Officer to each detainee. The detainee is responsible for the proper use and care of these articles.

**C. Housing Unit Sanitation**

At 6:00 a.m. each day, the following items will be issued:



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- Mops and buckets
- Brooms
- Scrub brushes
- Cleaning rags
- Cleaning Chemicals

Cleaning items will be secured each day by 10:00 p.m.; before and after issue staff will inspect all cleaning equipment for safety, cleanliness and damage.

At 10:00 a.m. and 5:00 p.m. each day, the following items will be issued:

- Mops and buckets
- Brooms
- Cleaning rags

Housing Unit Officers will inspect all cleaning equipment for safety, cleanliness and damage, before and after issue. Cleaning Chemicals will be secured with the above listed items until 10:00pm at which time they will be secured in the housing unit janitor closet.

The Housing Unit Officer and Shift Supervisor are responsible for inspection of all cleaning.

Cleaning implements will be kept in the janitorial closet, so as to provide for proper ventilation and drying.

#### D. Segregation/Special Management Unit Sanitation

Cells will be cleaned daily and as detainees are transferred or released. This will include cleaning the toilet/sink areas, mopping the floor, sanitizing mattresses and pillows and wiping down horizontal surfaces.

#### E. Common Area Sanitation

The 1<sup>st</sup> Shift is responsible for cleaning corridors and other common areas of the facility. The Facility Clean-up Crew will conduct the cleaning.

Waxing of corridors and housing unit floors will be done as needed during the week on 1<sup>st</sup> Shift. All floors will be kept clean, dry, and free of hazardous substances.



The Shift Supervisor will inspect common areas for compliance with all sanitation standards and oversee the correction of any deficiencies.

#### F. Inspection Program

Pre-assigned staff members will conduct daily inspections of sanitation levels in all areas of the facility. These inspections will be in addition to the security inspections conducted under Policy and Procedures 10.2.33 – AUR. A record of these inspections will be filed with the Chief of Security.

Post orders will reflect the areas of sanitation and inspection responsibility for each staff member.

The Housing Unit Officer will inspect all living areas daily and report any infraction of these regulations to

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the Shift Supervisor. The officer will notify detainees of unsatisfactory conditions, in cases of continued noncompliance, staff will complete a charging packet and/or incident report as is appropriate.

Each Department Head will personally inspect his or her department or area of responsibility at least once a week; that inspection will be documented.

The ES/FSM will conduct weekly and monthly inspections of sanitation levels in all areas of the facility and will keep a record of those inspections on file. All Safety Committee Members will inspect the facility on a quarterly basis.

The Tri-county Health Department will conduct annual inspections to ensure and document compliance with all applicable law and regulations related to sanitation and health. The Food Services Administrator will keep a record of those inspections.

**G. Water Supply**

The facility's potable water source and supply, owned and operated by the Aurora Water department, is certified at least annually by an independent, outside source to be in compliance with all jurisdictional laws and regulations. [4-ALDF-1A-07M]

**H. Maintenance Issues**

The facility will have an established system for reporting, responding to, and accounting for materials and labor relating to all facility repairs.

Major maintenance of toilets, wash basins, sinks, walls, doors and other equipment in the facility will be the responsibility of the Maintenance Department.



**I. Blood or other body fluid**

Following any incident where there is spillage of blood or other body fluids the area shall be sanitized immediately by a member of the health service staff pursuant to the Exposure Control Plan. The reporting staff member will notify the on duty Shift Supervisor who will make the determination as to whether there is a need to preserve evidence.

Security staff will ensure the area is secure and that all persons entering the area are donning appropriate Personal Protective Equipment for the situation. At no time will detainees be utilized for cleaning blood spills.

Medical staff will utilize "Clean-Up Kits" to clean up any blood and body fluids as well as decontaminate the area. Either a hospital grade disinfectant or a solution of one part bleach to 10 parts water will be utilized to clean all surfaces. Once the area has been properly cleaned, the kit and any additional items utilized for the cleaning will be disposed of properly in a Bio-Hazard waste receptacle in the medical unit. Shift Supervisor will make a final walk through of the area to ensure no equipment has been left behind.

Any clothing that has been contaminated with these fluids, including the equipment and clothing of staff involved shall immediately be disinfected or destroyed as appropriate. Disinfecting of clothing will include the use of an water soluble bag and outer yellow contaminated linen bag. Staff assigned to deliver the contaminated linen to the laundry will ensure the bag is delivered directly to the Laundry Officer only after proper protective equipment is donned.

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Staff should exercise reasonable care when handling or exposed to the above body fluids, just as they do in addressing other types of risks common in their work.

**THIS POLICY WILL BE REVIEWED AT LEAST ANNUALLY AND UPDATED AS NEEDED.**

**Gray highlighted areas are the changes made to the current revision.**

**QUESTIONS/SUGGESTIONS REGARDING THIS POLICY SHALL BE ADDRESSED TO THE ASSISTANT WARDEN OF OPERATIONS.**

# **Exhibit V**

**DETAINEE HANDBOOK**

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## **INTRODUCTION**

This Handbook, with rules and regulations contained herein, is adopted and enacted by the WCC/INS Processing Center Administration pursuant to written guidelines, laws, rules and regulations. Please read it carefully. If you have any questions concerning any aspect of this handbook, please contact a staff member for clarification.

The information contained in this Handbook applies to all detainees and is intended to ensure your safety and the safety of staff, decent living conditions, fair treatment, and the protection of your rights. It is the policy of this facility that no individual be discriminated against because of age, sex, race, color, creed, religion, physical challenges or national origin.

The detention staff is charged with the responsibility of maintaining the safety and security of detainees, to provide an appropriate professional response to detainee needs and to maintain the safe and orderly running of the facility. The staff/detainee relationship is very important to everyone's well being, and each detainee has an important role in maintaining and improving this relationship.

If you have a suggestion for improvement, submit it to the administration through the Detainee Request Form (kite) procedures. This is an effective means of bringing about change in a responsible manner.

## **FACILITY ADDRESS, TELEPHONE NUMBER AND DIRECTIONS**

**WCC/INS PROCESSING CENTER  
11901 E. 30<sup>TH</sup> AVENUE  
AURORA, COLORADO 80010-1525  
303-361-6612**

### **DIRECTIONS:**

THE WCC/INS PROCESSING CENTER IS LOCATED 1.1 MILES SOUTH OF I-70 AND 1.4 MILES NORTH OF COLFAX AVENUE.

EXIT I-70 ONTO PEORIA STREET, SOUTH, GO APPROXIMATELY 1.1 MILES TO EAST 30<sup>TH</sup> AVENUE, TURN RIGHT (WEST) ON 30<sup>TH</sup> AVENUE AND PROCEED APPROXIMATELY 1 BLOCK. THE FACILITY WILL BE ON THE RIGHT SIDE OF THE STREET.

IF TRAVELING NORTH ON PEORIA STREET, GO TO EAST 30<sup>TH</sup> AVENUE, TURN LEFT (WEST), AND GO APPROXIMATELY 1 BLOCK. THE DISTANCE FROM COLFAX AND PEORIA STREETS IS APPROXIMATELY 1.4 MILES. THE FACILITY WILL BE ON YOUR RIGHT.

Reviewed and revised as of February 25, 2002

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Warden/Facility Administrator



**DETAINEE RIGHTS AND RESPONSIBILITIES**

You have the right to be informed of the rules, procedures and schedules of this facility that affect you.

**You have a responsibility to know and abide by the rules, procedures and schedules of this facility.**

You have the right to expect that as a human being all personnel will treat you respectfully, impartially, fairly and humanely.

**You have the responsibility to treat others, both employees and detainees, in the same manner.**

You have the right to freedom of religious affiliation and voluntary religious worship.

**You have the responsibility to recognize and respect the voluntary rights of others in this regard.**

You have the right to health care which includes nutritious meals, proper bedding and clothing, a laundry schedule for clean bedding and clothing, an opportunity to shower regularly, proper ventilation for warmth and fresh air, a regular exercise period, toilet articles, and medical and dental treatment.

**You have the responsibility to not waste food, follow laundry and shower schedules, maintain neat and clean living quarters, keep your area free of contraband, and seek medical and dental care as you may need it.**

You have the right to unrestricted and confidential access to the courts by correspondence.

**You have the responsibility to present honestly and fairly your petitions, questions, and problems to the courts.**

You have the right to legal counsel from an attorney of your choice by means of interviews and correspondence at no cost to the United States government.

**It is your responsibility to use the services of an attorney honestly and fairly.**

You have the privilege to have family members and friends visit with you in keeping with the facility rules and regulations.

**It is your responsibility to conduct yourself properly during visits, not to accept or pass contraband, and not to violate federal, state or local laws or the policies of WCC/INS Processing Center.**

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

**It is your responsibility to seek out and use materials for your benefit, without depriving others of the same benefit.**

You have the right to use the law library reference materials to help you resolve legal problems. You also have the right to receive help when it is available through a legal assistance program.

**It is your responsibility to use these resources according to the prescribed procedures and schedules, and to respect the rights of others to use the material.**

You have the right to participate in educational classes, vocational training, and work as far as resources are available and in keeping with your interests, needs, facility needs, custody status, physical and mental health condition and abilities.

**You have the responsibility to take advantage of activities that may help you live a successful and law-abiding life here in this facility as well as when you return to the community. You will be expected to follow the regulations governing these activities.**

### **EXPECTED BEHAVIOR**

We expect you to comply with our guidelines for behavior while you are at this facility. In general, our expectations are that you will:

1. Follow staff directives and requests, both verbal and written.
2. Respect facility property and the property of detainees.
3. Maintain your sleeping area and surrounding common areas in a clean, orderly and sanitary fashion.
4. Maintain daily personal hygiene habits.
5. Behave in a rational manner with both staff and other detainees.

### **HOW YOU CAN COMMUNICATE IN WRITING**

You can communicate with WCC staff and INS personnel with a “kite.” A “**Kite**” is a term used in the detention facility for the **Detainee Request Form**, which is available from your dorm officer. If you have a problem, or need information, complete a kite and give it to the officer in charge of your dormitory. Your kite will be handled in a timely manner. Please make sure you retain your copy of the kite that the officer gives you for your records.

#### **I. ADMISSIONS**

##### **A. PHONE CALLS DURING BOOKING**

You will be allowed to make up to three completed, local or collect long distance calls during the processing stage. If your initial call was not completed prior to being processed, telephones to make your calls are available in the living unit where you will be assigned.

##### **B. BOOKING**

#### **QUESTIONS ASKED OF YOU**

You are required to answer questions designed to identify individual characteristics and to aid the facility staff in your proper classification into the institution during the booking process. In addition, you will be photographed. Other information pertaining to you may also be gathered during this booking process.

1. You will be screened for medical problems. It is important that you answer all questions truthfully and accurately, as they will be used to determine if immediate medical attention is needed.
2. During the screening process, you will be asked to sign a Consent for Medical Treatment Form. You have the right to refuse medical treatment at any time.

3. You will be informed of the procedure to follow in order to obtain subsequent medical attention. If you should have a medical problem and you do not know what the procedure is, ask a detention officer or other staff member.

## C. HOUSING AND UNIFORMS

You will be placed in living quarters based upon your present and past criminal history, escape history, the need to separate you from others if necessary, and to maintain a population balance in the living quarters. **Female detainees** will be detained in a dormitory separate from males.

### 1. UNIFORMS

Following the booking process, you will be issued clothing consisting of 2 orange uniforms, 3 pair of undergarments, 1 gym shirt, 1 pair of shorts, 1 pair of shower shoes, tennis shoes, two sheets, 1 pillow case, 1 blanket, 1 towel, 1 pillow, 1 toothbrush, toothpaste, soap, hand lotion and a comb. Female detainees will be provided 3 bras, and necessary feminine hygiene items in addition to the above. It is your responsibility to wear the uniform as directed by staff, which includes wearing an identification card or wristband.

### 2. WCC - ID

All detainees will be issued a WCC Identification Card or ID wristband. Your Identification must be worn and visible at all times. When a staff member asks you for your Identification Card or your Wrist Band Identification, it must be presented or you may incur a disciplinary report. Your Identification Card or Wristband ID provides you access to certain services, e.g., recreation, commissary, library, medical services. *If you lose, damage or destroy your ID, it is your responsibility to contact a dorm officer and notify them that you need a replacement ID.* You may be required to pay for the replacement of your ID card or wristband.

### 3. PERSONAL PROPERTY

All property taken from you will be listed on a receipt. You will be requested to sign the receipt and you will receive a copy. Keep your copy. Your property will be stored in a safe place during your time in this facility. Your property will be returned to you upon your release from this facility. Any unauthorized personal property is contraband and will be surrendered to staff for securing and inventorying.

### 4. MONEY

All of your money will be taken from you upon your arrival and will be deposited in an account listed in your name. A receipt for the deposited money will be issued to you. Keep a copy of your receipt. There is no limit on the amount of money you may accumulate. United States currency is the only money that will be deposited for you.

## D. ARRIVAL WITHOUT YOUR PROPERTY

If you did not bring your personal property with you when you transferred here from some other facility or jail, a Detainee Request Form (Kite) should be addressed to: **INS** -explaining the situation concerning the location of your property.

**E. PROPERTY YOU MAY TAKE TO DORM**

1. You will be able to retain only a limited amount of personal property. All property taken into the dorm must fit into your assigned locker.

- Legal documents
- Family pictures (not to exceed 10) measuring 5” x 7” or smaller
- 1 pair of Prescription Glasses - regular or contacts (no sunglasses)
- Dentures – upper, lower or both plates
- Personal Address book (paper back) or pages
- Wedding band – plain, no stones
- One (1) religious book (softbound) – Bible, Koran, Talmud
- One small (1) bona fide religious medallion – if cost is less than \$50.00.
- Materials authorized in writing by the Director of Security
- AM/FM Radio (without speakers) and listening plugs
- Walkmans are not allowed
- 4 batteries (AA and AAA)

**F. PERSONAL PROPERTY STORAGE**

To protect the property of all detainees, you are not permitted access to your stored personal property except when your requests have been approved by the Law Librarian to obtain legal paper work. You may have access to pictures, cards, papers, etc. out of your wallet or purse at the time you are processed at admission in the Intake area; however, once you sign surrendering your property to the property section, you lose this option.

No alcoholic beverages, tobacco products or perishable food items will be stored or permitted in this facility. For safety reasons, matches & cigarette lighters and other disposable safety hazards will not be stored in this facility. Such items will be disposed of after you are placed into the facility population.

**G. MONEY/PROPERTY RELEASE**

You may release all of your property, including your keys and/or money to someone in the community that you designate in writing. To release your property, a Property Release Form must be filled out and signed by you. Upon receipt of the items, the person receiving your property will sign the Property Release Form in the presence of a witnessing staff member. The property officer will keep the signed Property Release Form on file. Once this release is signed and property is released, the facility is no longer responsible for your property. A Property Release Form may be obtained upon request from the detention officer assigned to your housing or Core area.

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

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

**H. PROPERTY LEFT UPON DISCHARGE/TRANSFER**

You are required to either take your property with you or make prior arrangements for transfer or disposal of it when you discharge from this facility.

If you leave property, a written notice will be sent certified mail to the last known address you provided, notifying you that your property has been considered abandoned and that you have 30 days to make arrangements to contact INS to claim your property. If there is no claim, the property will be vested in the U.S. Government and INS shall direct its disposal.

**I. ITEMS LEFT FOR DETAINEES**

The only items that may be brought to the facility for you are:

- Eyeglasses (prescription)
- Money for detainees will be accepted on Monday through Friday, from 2pm – 3pm.
- One set of release clothes (pre-approved) by the Chief of Security.

Money that is received at this facility will be credited to your account. If someone leaves money for you at the facility, a receipt will be written and a copy given to you. No personal checks will be accepted at the facility.

Deposits on your account must be in the form of U.S. currency, Postal or Western Union money orders, cashier's checks, or checks payable to you from a local, State or Federal agency.

**J. RETURN OF YOUR MONEY**

Upon discharge or transfer from this facility, all money remaining on your account will be returned to you.

NOTE: If WCC is unable to return your property to you due to loss, theft, or misplacement by WCC, and for which you have a legitimate property receipt, then WCC will reimburse you for the missing personal property, money and/or valuables that are missing. In the event this situation occurs, you must fill out a Property Claim Form and provide a copy of your receipts with the form.

**K. MONEY TRANSACTIONS**

There will be no financial transaction between detainees unless approved by the Facility Administrator. You must submit a written request to the Facility Administrator that provides sufficient information (reason for the request and supporting information).

You are not allowed to have any money in your possession while in the facility i.e. cash, coins, checks or money orders.

**L. ORIENTATION VIDEO**

A WCC facility orientation video will be presented at intake.

**M. PRO BONO IMMIGRATION LAW VIDEO**

You will also be shown a legal video provided by the American Immigration Lawyers Association. At the time of the showing, you will be offered the opportunity to request information packets referred to in the video. In addition, you may request these immigration law materials at anytime in the future using a packet request available to you in the dorm or Law Library.

**N. OPPORTUNITY TO WORK**

The center utilizes detainees to perform such functions as painting, food services, laundry services, barbershop and sanitation.

1. All work is done on a voluntary basis. You are not required to work other than that which is customarily required for cleaning your living area. However, if you volunteer for a work detail, you are expected to work the days and hours set for the job you have agreed to work. You are limited to 8 hours per day, 40 hours per week.
2. The Classification Officer selects and assigns workers to job vacancies with the approval of INS personnel. Your classification level, criminal and escape history and medical status will be used to determine if you are eligible to work and if eligible, the type of work assignment for which you are eligible.
3. You may be removed from a work detail for any reason, without being taken before a Disciplinary Hearing Committee and without recourse; however, if you are removed from work status without the mandated hearing, no disciplinary action can be taken against you. If you are removed from trusty status, you may appeal your removal through the detainee grievance system. If you lose trusty status, you cannot re-apply for a trusty (work assignment) position for 60 days.

Unexcused absences from work or unsatisfactory work performance may result in removal from the work program. Other reasons for removal from work may include:

- Disruptive behavior
  - Threats to security
  - Infraction of a facility rule, regulation or policy, leading to removal from a work detail as a sanction imposed by a disciplinary proceeding.
  - Physical inability to perform all functions required by the job, whether because of a lack of strength or a medical condition. You may be removed from a work detail to prevent future injuries.
4. If you are selected for a paid work position, you will earn compensation at \$1.00 per day as long as your performance is satisfactory. Some positions are filled with unpaid volunteers.
  5. If selected for a work detail, you must be courteous and willing to perform all of the assigned duties to the best of your abilities.
  6. You will receive an orientation to your job assignment by your job supervisor. You will be asked to voluntarily sign a statement that you have received the orientation and that you understand the job requirements. If you refuse to sign the statement, you will be removed from the job assignment and you will not be able to work on another job assignment for 60 days.
  7. If you are injured on your job assignment, you are to immediately report the injury to your detail supervisor.

## **II. ACCESS TO COURT AND LAW LIBRARY**

### **A. IMMIGRATION LAW LIBRARY MATERIAL**

The Immigration Law Library uses a computer system. This system, operated by trained staff members, can provide you with up-to-date Immigration Law information and significantly reduce the amount of time necessary to research your case.

In addition to the computers, electric typewriters, detainee handbooks, law dictionaries, legal research guides and writing materials are also available.

**B. HOURS OF ACCESS**

The facility law library will be available Monday – Friday from 7:30am – 3:00pm. This will enable all detainees regardless of housing or classification to utilize the law library on a regular basis.

Each detainee who requests to use the law library will be afforded a minimum of five hours of law library use each week.

A detainee request (Kite) for additional time in the law library will be accommodated, consistent with the orderly and secure operation of the facility, especially if you are facing a court deadline. You will need to provide some evidence that you are, in fact, facing an imminent court deadline. How this additional time is provided is subject to library availability, safety and security issues and must be arranged with the Program Coordinator.

You will not be required to lose your recreation time in order to use the law library.

**C. REPLACING DAMAGED MATERIALS**

A list of law library holdings is posted in the library. The Law Librarian is responsible for the law library and will inspect the law library documents at least weekly for missing or damaged materials. You are encouraged to report missing or damaged materials. Damaged or missing materials will be promptly ordered and replaced.

**D. SUPERVISION**

The library staff will monitor your use of legal materials to prevent misuse, damage or destroying of legal materials and/or equipment. You are not permitted to mutilate or destroy legal materials, equipment or to remove legal material or supplies from the law library.

**E. UPDATING LEGAL MATERIALS**

This facility subscribes to a law library updating service. Out-of-date materials will be disposed of when replaced by new material. The INS will add information on significant statutory and regulatory changes regarding detention and deportation of aliens in a timely manner, and will provide initial copies to the facility.

**F. REQUEST FOR ADDITIONAL LEGAL MATERIALS**

If you require additional legal material(s) not available in the facility, you need to make a request in writing to the Program Coordinator. Arrangements have been made for the use of the Colorado Supreme Court library for obtaining the requested documents. If the belief that you are making unnecessary requests for material not contained in the law library arises, the Administration will consult with INS staff to determine appropriate action.

**G. PHOTOCOPYING OF LEGAL DOCUMENTS**

You can obtain photocopies of legal materials when such copies are reasonable and necessary for a legal proceeding. You need to request, in writing, the number of copies you need.

The number of copies made of documents to be filed with a particular court, combined by the number required for INS records and at least one copy for your personal use will determine the

number of photocopies required. Staff, for the following reasons, will deny requests for photocopies:

1. The document(s) might pose a risk to the security and orderly running of the facility.
2. Copying would constitute a violation of any law or regulation.
3. The request is clearly abusive or excessive.
4. There are other legitimate security reasons.

**H. ASSISTANCE FROM OTHER DETAINEES**

You are allowed to obtain assistance from other detainees in researching and preparing legal documents. Such a request for assistance shall be submitted in writing to the Program Coordinator for approval. Approval shall be granted on a case-by-case basis. Requests will be denied only where such assistance poses a risk to the safe and orderly running of the facility.

Such detainee assistance is always voluntary. No detainee shall be allowed to charge a fee or accept anything of value for assistance. INS or WCC shall not pay compensation to a detainee for researching and preparing legal documents on behalf of another detainee.

**I. ILLITERATE AND NON-ENGLISH SPEAKING DETAINEES**

Unrepresented illiterate and non-English speaking detainees who wish to pursue a legal claim related to their immigration proceedings or their detention will be provided with more than access to a set of English language law books. Assistance will be provided as follows:

1. Detainees will be assisted in the use of the law library and the drafting of legal documents from other detainees who have appropriate language and reading/writing abilities.
2. Assistance in contacting *pro bono* legal-assistance organizations from the INS-provided list. *The Pro Bono list is posted by the detainee telephones in all dormitories.*

**J. DETAINEE RETENTION OF PERSONAL LEGAL MATERIALS**

Detainees are permitted to retain all legal materials in both general population and segregation/SMU provided such material does not create a safety, security or sanitation hazard. Detainees with excess legal material will be required to place such material in personal property storage. If you wish to access the excess legal material, you must provide a request to the Program Coordinator for the specific material you need to access. Access may be permitted during designated hours. Your request will be answered within 48 hours after the request is made.

**K. LAW LIBRARY ACCESS FOR SEGREGATION/SPECIAL MANAGEMENT UNIT**

Law library access for detainees housed in Seg/SMU is provided as follows:

1. SMU - Detainees housed in Administrative segregation have the same law library access as the general population, consistent with security. Access will be provided upon request. Detainees segregated for protection may be required to use the law library separately from other detainees. The level of law library supervision provided will be based on an individual's behavior, attitude, custody level, separation needs or other security concerns.
2. Disciplinary Segregation - Detainees housed in disciplinary segregation will be afforded the same legal access as the general population, unless security concerns require limitations. Access will be provided upon request. Violent and uncooperative detainees will be temporarily denied access.



**L. LEGAL VISITATION**

Legal and consular visits are authorized at any time with current or prospective legal representatives and their legal assistants. Attorneys and paralegal representatives are permitted private contact visits with detainee clients at any time the visit is desired, subject only to any serious security conditions existing in the facility. On regular business days, the legal visits may proceed through a scheduled meal period. In this case, the detainee will receive a tray or a sack meal after the visit.

Legal assistants may meet with you during legal visitation hours provided that they produce a letter of authorization from the legal representative under whose supervision they are working. The letter must state that the named legal assistant is working on behalf of the supervising legal representative. Interpreters may accompany legal representatives and legal assistants on visits. Interpreters shall undergo the security clearance process prior to being allowed to participate in a legal visit.

Legal materials may be provided to you during a legal visit. Staff will inspect the material for contraband, but will not read the material.

**M. REQUESTS FOR INFORMATION FROM THE INS OR THE COURT**

If you wish to contact the INS, you will need to submit a completed Detainee Request Form to request a service or information from the INS. Each request form requires your name, ID number, "A" number, the date and your signature. Print clearly and submit one form for each request. Questions about court or for INS are to be placed on a request form addressed to INS, and/or court, whichever is applicable.

**N. LEGAL COMMUNICATION**

Mail service, attorney visitation and telephone calls are the primary means of access to legal representation and the courts.

**O. RETALIATION PROHIBITED**

You have the right to present to the court any legal issue regarding your immigration proceedings, basis for your detention or the conditions of your confinement.

You will not be subjected to reprisals or penalties because of a decision to seek judicial relief on any matter, including the legality of your confinement; the legality of conditions or treatment while under detention or an issue relating to your immigration proceedings; or an allegation that the government is denying you rights protected by law.

**P. NOTARY PUBLIC**

A notary public is on-site for your assistance. If you need a document notarized, submit a Detainee Request Form (kite) to either the Captain of Security or the Program Coordinator. There is no charge for this service.

**III. MAIL, VISITATION, TELEPHONE**

**A. MAIL**

1. You have the right to send and receive correspondence, publications and other materials by use of the United States Postal Service. You may not write other detainees without the prior approval of the Facility Administrator.
2. Mail can be sent to you at this address:

Your Name  
Your ID Number  
WCC/INS Processing Center  
11901 East 30th Avenue  
Aurora, Colorado 80010

3. **SPECIAL CORRESPONDENCE**

Correspondence sent to or received from private attorneys and legal representatives, government attorneys, judges, courts, embassies and consulates, the President and Vice President of the U.S., members of the U.S. Congress, the U.S. Department of Justice (including the INS and the Office of the Inspector General), the U.S. Public Health Service, administrators of grievance systems, and representatives of the news media. Correspondence will be treated as special only if the sender-for incoming correspondence or addressee - for outgoing correspondence - and their title and office are CLEARLY identified on the envelope that the correspondence is Special.

4. Packages may not be sent or received without advance arrangement approved by the Facility Administrator or designee. You must submit a detainee request for approval to the Chief of Security.
5. Postage stamps may be purchased through the commissary.
6. If you need writing implements, paper and/or envelopes submit a Detainee Request Form or ask the officer of your housing unit for the materials.

7. **INDIGENT DETAINEES**

- a. If you are indigent (\$1.00 or less in your account), you may receive up to three (3) stamps per week upon request from the Program Coordinator. If you are not indigent you may purchase stamps through the commissary.
- b. Indigent detainees will be permitted to mail the following:
  - 1) All correspondence related to a legal matter, including correspondence to a legal representative, potential legal representative, and any court;
  - 2) A reasonable number of letters (3 per week) for other special correspondence upon request; and,
  - 3) A reasonable number of letters (3 per week) for general correspondence upon request.)
- c. Indigent postage in all cases is generally limited to letters of one ounce or less, but exceptions may be made for special correspondence and may be made in compelling circumstances for general correspondence and other mail.

**B. INCOMING MAIL**

1. NON- LEGAL MAIL

All incoming mail will be opened, inspected and/or read for contraband in your presence by staff. Non-legal mail will be read when the facility personnel have reason to believe that said mail might present a threat to the facility's secure or orderly operation, endanger the recipient or the public or might facilitate criminal activity, such as containing information related to an escape attempt or other illegal activity. If, for any reason, your correspondence is withheld, you shall be informed in writing of the reason such action has been necessary. Incoming mail will be distributed within 24 hours after it is delivered by the postal service.

2. LEGAL MAIL

Incoming legal mail will be opened and inspected for contraband in your presence by staff unless waived in writing; however, legal mail shall not be read or withheld from you. This is inclusive of letters from the courts, counsel, officials of the confining authority, other government officials, and administrators of grievance systems and members of the Parole Authority. *It is your responsibility to advise the senders, if they are your legal representatives or potential representatives, to clearly mark their mail as "Special or legal" mail on the envelope.*

3. BOOKS, MAGAZINES AND PUBLICATIONS

You may receive items such as soft cover books, magazines and other publications by subscription or by receipt directly from the publisher or publication supplier. All items must be prepaid. No other publications or materials will be allowed in to the facility without approval of the Facility Administrator. Any publications or materials received at this facility in a manner that is inconsistent with this policy will be returned to the original sender, any expense that is incurred will be the responsibility of said original sender. Materials that do not have return addresses will be returned to the post office as undeliverable.

4. MAGAZINE SUBSCRIPTIONS

You may receive a maximum of three (3) subscription magazines. Should you wish to receive a subscription publication, you must notify the Program Coordinator. If you have funds available in your commissary account, a check will be drawn against your account and the subscription will be submitted. You may have your family or friends purchase a subscription for you but the subscription must come directly to you as prescribed in this policy.

5. CHANGE OF ADDRESS

It is your responsibility to notify the postal service and/or publishers of your change of address should you be transferred or released. Any publications or other subscription items received at this facility after you have been released or transferred will become the property of this facility to be disposed of as the Facility Administrator deems appropriate.

6. PUBLICATIONS REVIEW

The Facility Administrator may reject a publication only if it is determined to be detrimental to the security, good order, and discipline of the institution, to protect the public or to deter criminal activity. The Facility Administrator may not reject a publication solely because its content is religious, philosophical, social or sexual, or because its contents are unpopular or repugnant. Publications, which may be rejected, include, but are not limited to publications, which meet one of the following criterions:

- a. It depicts or describes procedures for construction or use of weapons, ammunition, bombs, or incendiary devices;
- b. It depicts, encourages or describes methods of escape from correctional facilities, or contains blueprints, drawings or similar descriptions of the WCC/INS Processing Center, jails or correctional institutions;
- c. It depicts or describes procedures for the brewing of alcoholic beverages or the manufacturing of drugs;
- d. It is written in code;
- e. It depicts, describes or encourages activities that may lead to the use of physical violence or group disruption, e.g., material dealing with the subjects of self-defense or survival, weaponry, armaments, explosives, or incendiary devices;
- f. It encourages or instructs in the commission of criminal activity;
- g. It is sexually explicit material that by its nature or content poses a threat to the security, good order, discipline of the institution, or facilitates criminal activity;
- h. It contains threats, extortion, obscenity or gratuitous profanity; or
- i. Other contraband. A package received without prior authorization is considered contraband.

7. SEXUALLY EXPLICIT MATERIAL

The Facility Administrator may determine that sexually explicit material of the following types is to be excluded, as potentially detrimental to the security, good order, or discipline of the institution, or facilitates criminal activity.

- a. Homosexual (of the same sex as the institution population)
- b. Sado-masochistic
- c. Bestiality, bondage
- d. Involving children
- e. Nude photographs of family members, or significant others that could be viewed by other detainees.

8. EXCLUDED PUBLICATIONS

The Facility Administrator may not establish an excluded list of publications. This means that the Administrator shall review individual publications prior to rejection of the publication.

9. NOTIFICATION OF PUBLICATION REJECTION

Where a publication is found unacceptable, the Facility Administrator will promptly advise you in writing of the decision and the reason for it. The Administrator shall permit you an opportunity to review this material for the purpose of filing an appeal with the INS Officials, unless such review will provide the detainee with information for which the publication is rejected.

10. LIMITATIONS ON POSSESSION OF PUBLICATIONS

You are limited to the following number of publications in your possession at any one time:

- a. Three (3) books – hard/soft cover
- b. Five (5) magazines
- c. One Bible, Koran, or similar religious publications
- d. One (1) day of newspapers
- e. Other items approved by the Facility Administrator or his designee.

It is your responsibility to have excess publications or other material placed into your property storage. Excess items, with the exception of legal papers and personal correspondence, will be confiscated as contraband and will be disposed of as the Facility Administrator deems appropriate. Legal papers and personal correspondence will be placed in your locker for safe storage.

11. PICTURES ON WALLS

Pictures, articles of any kind, or any other items may not be placed on the walls or other fixtures of this facility. This includes graffiti and other drawing or markings on any surface area, for example, the toilet stall walls, your bed and bed area, bulletin boards, Plexiglas television cages, televisions, etc.

C. OUTGOING MAIL

- 1. All outgoing mail must be placed into ENVELOPES, SEALED, with the proper postage affixed, and placed in the designated core mailboxes. All mail picked up by 9:00 a.m. will be

sent out the same day. If for any reason your outgoing mail is not sent, you will be informed and the reason why it was not sent will be provided to you. There is no limit on the number of letters you may send out. No "bill me later" subscription applications will be sent from the center.

2. All outgoing mail must have a return address with your name, your ID number and the complete address of the facility clearly written on the envelope.

**D. VISITATION**

Visitors must have valid and verifiable identification – a photo identification card. A responsible adult must accompany anyone under 18 years of age.

Visiting is as follows:

1. Legal/Religious visits are authorized at any time.
2. Social Visits - According to last name:

A thru L - Tuesday, Thursday, Saturday.  
M thru Z - Wednesday, Friday, Sunday.

Social Visit Hours – 9:00am – 11:00am and 7:00pm – 10:00 pm – no visitors will be admitted after 9:30pm.

3. Clergy visit: Clergy may visit detainee(s) at any time, but, are encouraged to make prior arrangements with the Program Coordinator.

**E. VISITING INFORMATION**

Articles of any sort will not be given to detainees by attorneys, clergy, or other visitors without prior approval of the Chief of Security, with the exception of legal material which may be checked for contraband by staff but not read.

**F. VISITING BETWEEN DETAINEES**

All visits between persons detained must have prior approval of both the Warden and the INS staff. You must submit a "Kite" to the INS staff, requesting visitation and provide supporting documentation of your relationship with the person for which the visiting has been requested. INS will confer with the Warden and you will be advised of the INS' decision in a reasonable period of time.

**G. VISITING RESTRICTIONS**

- All social visits are non-contact visits.
- If your visitors are under the influence of alcohol/drugs, visiting will not be allowed.
- A maximum of 2 visitors at a time. Visits will be held to a maximum of 30 minutes.
- All your visitors are subject to search.
- Your visitors are not allowed to pass or attempt to pass any item to you.
- Children must be under control at all times.
- All of your visitors must be dressed in appropriate clothing. Shorts, mini skirts, tank tops (sleeveless clothing) will not be permitted.
- Visitors are not allowed to chew gum in the facility.
- Visitors are not allowed to carry any items into the visiting area.

- If contraband is found on your visitors, such as drugs, alcohol, weapons, they will be subject to prosecution under CRS-18-8-201 and 18-8-204.
- The Chief of Security must approve additional visitation time.

*It is your responsibility to advise your visitors to follow the visiting rules and all posted laws, rules, and regulations when they come to visit you. It is also your responsibility to follow all of the visiting rules and regulations.*

#### **H. DETAINEE TELEPHONE CALLS**

Calls to “800,” “877,” “888,” “900,” and any other toll free numbers are not authorized and will not be made.

***Your access to telephones will be suspended at count times, in the event of an emergency, and when it is determined by staff to be necessary to protect the good running order and security of the facility.***

#### **HEARING IMPAIRED TELEPHONE**

A portable phone for the hearing impaired that complies with the American Disabilities Act is available for use if needed. Complete a Detainee Request form if you require this service and send it to the Program Coordinator.

#### **I. PRE-PAID PHONE CARDS**

“Blue Charge-A-Call Phones” are available in all living areas and Intake. These phones can be used for personal calls. You must not interfere with another detainee’s telephone privilege.

1. Pre-paid phone cards may be ordered for purchase once a week for use with the dorm “Blue Charge-A-Call” phones.
2. These cards may be used to make national and international long distance calls in addition to being used for all local calls.
3. The cost of the cards will be deducted from your personal account. Card costs and international phone call rates are posted in your living area.
4. Phone cards will not be turned in for money. When you leave the facility you will take your card(s) with you.
5. Detainees are personally responsible for maintaining these cards in their secured locker.
6. You may purchase as many cards as you have funds available. If you arrived in between the last scheduled sale day and the current sale day, you may purchase cards for that period only. If you arrived without funds, then you will be allowed to buy phone cards when you receive money on your account that week.
7. Do not loan, borrow, take, or in any way have possession of another detainee’s phone cards. Possession of another detainee’s phone cards may result in disciplinary actions against you.
8. You cannot use personal phone cards – only facility purchased cards may be used.

#### **J. USING THE BLUE PHONES**

Collect Calls: You need to dial (1) for English or (2) for Spanish directions followed by a (0), then the area code and phone number of the person you wish to contact. Once the number has been dialed, a voice prompt will ask for your name.

Pre-Paid Card: For instructions in English press (1) for instructions in Spanish press (2). After pushing (1) or (2) follow the voice prompted instructions.

**K. LOCAL LEGAL CALLS**

If you wish to make a local legal call and do not have the funds to purchase a phone card, complete a Detainee Request Form and give it to your Dormitory Officer. Local legal calls are authorized to attorneys and authorized representatives of your attorney. You will be permitted to make one local legal phone call per day on a facility phone if you are indigent. If you have difficulty making a confidential call relating to a legal proceeding, you should contact an officer and the officer will take measures to ensure that the call can be made confidentially.

**L. INCOMING CALLS**

You are permitted to receive legal, international and emergency incoming telephone calls only. Incoming calls (non-emergency): If an incoming call is received for you, the telephone number and name of calling party will be obtained by staff and you may then return the call on a dorm "Blue Charge-A-Call" phone.

Staff will take and deliver telephone messages to you as promptly as possible. If an emergency call is received for you, the caller's name will be taken and delivered to you as soon as possible. You will be permitted to return the emergency call as soon as reasonably possible within the constraints of security and safety. If you are indigent, staff will assist you in returning the call.

*It is your responsibility to handle your telephone calls in a responsible manner.* If it is determined that you are abusing this privilege, for example, having someone call in false emergency calls/legal calls in order to circumvent regulations and this is discovered by staff, disciplinary action may be taken against you.

**M. SPECIAL ACCESS CALLS**

The telephone service generally available to detainees at this facility is limited to collect calls; the facility shall provide detainees with the ability to make direct calls in the following circumstances (special access calls):

1. Calls to consular officials.
2. Emergency calls and other types of calls where a detainee can demonstrate a compelling need to make a direct call, such as a personal or family emergency.

A call to a legal service provider (including attorney) who represents a detainee is not considered a special access call.

Detainees shall be provided with the ability to make special access calls in one or more of the following ways:

1. By having the telephone company program special access call numbers, which remain constant:
  - a. Consulado de Mexico Denver
  - b. Pro Bono Denver
  - c. Metro Volunteer Lawyers



- d. Catholic Immigration Services
- e. Justice Information Center
- f. A Welcome Place (Utah only)
- g. Wyoming Legal Services (Wyoming only)

- 2. Providing access to a telephone that permits calls at no expense to you.

**IV. DETAINEE SERVICES**

The WCC/INS Processing Center provides various services to the detainees that are designed to take care of basic health, religious and social needs. You will be expected to cooperate with the staff during such times that you take advantage of these services.

**A. RECREATION**

- 1. You will be afforded one (1) hour of exercise and recreation away from your dormitory living area seven (7) times per week.
- 2. A schedule of recreation activities shall be arranged to coincide with normal center operations.
- 3. Rules governing recreation are as follows:
  - a. Each dorm will be given at least **five (5) minutes** to prepare for recreation. Your dorm will be called for recreation by staff and if you are not ready on time, you will forfeit recreation for that day.
  - b. You will not be taken to the recreation areas if you are improperly dressed or without identification. Tennis shoes must be worn.
  - c. You will conduct yourself in an orderly fashion during recreation and while en-route to and from the recreation area.
  - d. Outdoor recreation will be offered, weather permitting.

**B. TELEVISION**

Television viewing hours will begin after morning cleanup, if cleanup is satisfactory based on the dormitory officer's sanitation inspection. Televisions will be turned on provided that dormitory sanitation is of an acceptable level. If not, the sanitation must meet the satisfactory level to have the televisions turned on.

Detainees will be allowed to select the television programs they wish to watch. The dormitory officer will supervise this activity to assure that it is fairly operated and not abused. Abusive use will result in the dormitory officer taking action to discontinue TV viewing for a period of time. The volume will be kept to a reasonable level at all times.

- 1. The television may be turned off by any staff member at any time if the detainees in the dorm are uncooperative with regular operations which must occur in the dorm, i.e., sanitation and maintenance work and if dorm residents become disorderly, violate security, etc., or if staff determine the need to protect the orderly and safe operation of the dormitory/facility. The television will be turned on once cooperation and order is restored.
- 2. Sunday through Thursday nights the television will be turned off at 1:00 a.m. Friday, Saturday nights and holidays television viewing may be permitted up to 2:00 a.m., at the discretion of the on-duty Watch Commander.

3. All activities in the dormitories will cease when the televisions are turned off for the night. Residents will clear the dayrooms and will go to bed. Residents will not be permitted to sit in the dayroom or to walk around in the dayrooms once the televisions are turned off, thus allowing other residents the opportunity to sleep without distractions.
4. Residents are not authorized to manipulate the television controls in any manner not authorized by staff – sticking pencils, pens, or other items into the control box to change channels or the volume of the televisions.

**C. SMOKING**

This is a non-smoking facility. Tobacco products of any kind are prohibited within the facility.

**D. EDUCATION**

If you are interested in educational programs while you are here, contact the Program Coordinator to discuss your interest. You may apply for correspondence courses through the Program Coordinator. You or your community contacts must pay for any and all costs associated with these courses. To receive the courses, you must have the prior approval of the Program Coordinator to have the course(s) mailed to the facility. If you have an interest in a particular educational program, contact the Program Coordinator with your interest to determine if the program may be provided at the facility in the limited period of time that you may be at the institution.

**E. FOOD SERVICE**

The center provides three (3) balanced meals per day. All meals are prepared in a clean and sanitary manner and the kitchen is operated under guidelines set down by the Health Department and is periodically inspected by local health department officials.

1. All menus are screened and approved by a registered dietitian to ensure a balanced diet that provides the proper nutritional value for all meals served.
2. If you require a special diet for medical reasons, it will be implemented upon the written notification from the medical department to the kitchen supervisor.
3. You are not permitted to barter with food handlers for special or additional food.
4. Conduct during meals will be orderly and courteous at all times. There will be no loud talking or disruptive behavior. *Stand back from the food carts to allow food to be served to all detainees without interference. Interference will not be tolerated at any time.*
5. You will not store open containers of food in your locker. Open food containers are not allowed due to safety and sanitary reasons. Food ordered from the Commissary in closed containers may be stored.
6. Refusal or bartering of a special diet (religious/medical) will result in a review of the diet request and possible discontinuation of diet.
7. You will be fully dressed when receiving your meals with your identification properly displayed on your uniform.
8. If you require a religious diet, you must submit a “kite” to the kitchen supervisor requesting the diet. The kitchen supervisor will meet with the facility’s religious program coordinator

to determine if your request meets the tenants of your faith. If the diet is approved, you will be advised and the kitchen staff will provide it.

9. Detainees will not store any items in the ice chests placed in the dormitories to include milk, soft drinks and food products. Storing anything in the ice is an unsanitary practice and will not be allowed at any time.

F. HEALTH CARE

The center maintains qualified medical professionals to attend to health problems.

1. REQUESTS

If you have a medical problem, you must fill out a Medical Request Form, which may be obtained from a detention officer. The request will be screened and scheduled for assessment by the appropriate health professional. Medical requests shall be placed in boxes labeled “medical requests” that are in the respective core areas.

2. STAFF ASSISTANCE

If you cannot read or write, a facility staff member may assist you or you may have another detainee help you complete the medical request. Another detainee may not submit a request on your behalf.

3. HEALTH ASSESSMENT

You will be scheduled for a physical exam within the first 14 days of detention. A dental screening is conducted on all detainees normally within 14 days after admission. You will receive a TB screening by PPD at arrival and medical staff will read it within 48 hours. If you volunteer for a work assignment, you will be required to pass a physical examination provided by the medical department prior to starting work.

4. MEDICAL REQUESTS FOR MEDICAL OR DENTAL ATTENTION

All requests for routine medical or dental attention must be submitted in writing to the medical department. You must be fully dressed and show your ID number when you talk to the nurse or are going to the medical department for treatment.

5. PERSONAL MEDICATION

All medications that are brought into the facility are to be surrendered to Medical staff for disposition. The approved medication you arrived with, if approved by the medical staff, will be returned to you when you leave the facility.

6. FACILITY PRESCRIBED MEDICATION

Medications will be administered as frequently as prescribed by a health professional. *When the nurses come into the dormitories to dispense medications, it is your responsibility to remain at least 3 feet from the medical cart until the nurse calls you to receive your medication. Crowding the cart, taking medication from the cart, being loud, aggressive, or hindering the nurse in anyway is prohibited and will not be tolerated.*

7. MEDICAL EMERGENCY

If you have a medical emergency, notify the officer in your housing unit, who will notify the medical personnel immediately.

8. REFUSING MEDICAL TREATMENT

You may refuse routine medical treatment, but will be given treatment in life-threatening situations. Refusal of medical treatment will be documented.

9. The medical department will not approve the following:

- Non-medical diets
- Extra bedding or mattresses
- Extra or personal clothing
- Hygiene products brought in by family or friends or other visitors
- Protein or herbal supplements
- Any medication not ordered by the Medical Director

10. COMMUNICABLE DISEASE GUIDELINES

In order to prevent the spread of communicable diseases, you need to follow basic sanitation rules and guidelines. Do not share eating utensils with other detainees. Do not share razors.

Wash your hands with soap and warm water each time after using the bathroom. Avoid contact with other detainee's body fluids. Do not use needles or allow another detainee to tattoo you with anything at any time. Do not share combs, toothbrushes, or food with other detainees.

**G. HAIRCUTS**

Haircuts will be provided to all detainees on request in order of date of request. Normally, another detainee provides haircuts. If you want a haircut, submit a written request (kite) to a detention officer or supervisor.

**H. LAUNDRY SERVICE**

1. Sheets, pillowcases, towels and uniforms will be picked up twice per week. These items will be washed, dried and the identical number of items returned to the dorm. Uniforms and towels will be picked up twice weekly, laundered, dried and returned. Undergarments will be laundered in individual tagged mesh bags every other day.
2. Blankets will be laundered every two (2) weeks, or earlier based upon the number of detainees released.
3. You are not permitted to wash clothing, bedding, linens, tennis shoes or other items in the living unit and you are not permitted to hang any laundry on walls, beds, or other areas.
4. You will be held accountable for clothing and bedding supplies issued to you.
5. You are not authorized to alter, in any manner, the clothing you receive.

**I. RELIGIOUS SERVICES AND SPIRITUAL COUNSELING**

1. You have the right to freedom of religious affiliation and you will have the opportunity to practice your religious faith that is deemed essential by the faith's judicatory, consistent with the safety, security and the orderly operation of the facility. Attendance at all religious activities is voluntary and open to all. You will be expected to recognize and respect the rights of others.
2. Qualified volunteers offer Catholic and Protestant Services along with non-denominational services on a weekly basis. These volunteers may also provide counseling services,

provided there are available volunteers. Services may be provided to detainees who are in the SMU/Segregation Unit on an individual basis.

3. Worship services are conducted on a regular basis. Bibles, religious items and literature are available from the facility library upon request. If you have a question concerning your religious activities, contact the Program Coordinator.
4. The observance of religious holy days is respected. The Program Coordinator, or Chaplain, will work with you to accommodate a proper observance of important religious holy days. You must submit a written request to the Program Coordinator, or Chaplain, if you wish to participate in a religious holy day observance.
5. You may be allowed to wear or use personal religious items during religious services, ceremonies, or meetings in the multipurpose room, unless the Facility Administrator, through the Program Coordinator, determines that the wearing or use of such items would threaten facility security, safety or good order.

**J. DETAINEE LIBRARY SERVICES**

1. General library reading materials will be made available Monday through Friday, 7:30am – 3:00pm.
2. You may have in your possession a maximum of three (3) soft covered books and (5) magazines (other than those issued by Religious/Educational Programs). When you are leaving the facility, you must return any books and magazines belonging to the library to the dorm officer.

**K. COMMISSARY**

1. You may order Commissary weekly, maximum order \$80.00, not including clothing items and headphones. Prices are subject to change without notice as the Commissary costs increase. Commissary items must fit in your locker.
1. You must fill out your Commissary order card in black lead pencil or black ball-point ink only. Anything else will be rejected. Your order card must contain your name, ID number, dorm number, and your signature prior to submitting to the dorm officer. If your card is improperly filled out, it will be rejected.
3. You must present your ID to receive your order.

**L. MARRIAGE REQUESTS**

The following guidelines will be used if you request permission to marry while in INS custody: The INS will either grant or deny you permission to marry. The Facility Administrator will be advised of your request and of the decision of the INS.

1. Your request for permission to marry will be granted unless:
  - a. You are not legally eligible to be married.
  - b. You are not mentally competent, as determined by a qualified medical practitioner.
  - c. The intended spouse has not verified, in writing, intent to marry you, a detained alien.
  - d. The marriage would present a threat to the safety, security or orderly operation of the facility.
  - e. There are compelling government interests to deny the request.

2. You must submit a written request for permission to marry to the INS COTR.
3. The COTR's decision will be in writing and if the request is denied, the reason(s) for the denial will be provided.
4. If permission is granted, you must make all arrangements for the marriage, which includes taking a blood test, obtaining a marriage license, all costs involved and retaining an official to perform the marriage. WCC or INS will not participate in making marriage arrangements. Staff will accommodate arrangements made consistent with the safe, secure and orderly running of the facility. The Facility Administrator reserves the right of final approval concerning the day, time, place and manner of all arrangements.
5. Only those persons necessary to perform the ceremony will be permitted to attend. Guests will not ordinarily be permitted to attend. Minors under the age of 17 and under will not be permitted to attend unless directly related – i.e., your immediate family.

## V. SANITATION

The center will maintain the highest sanitation standards at all times in all locations without exception. There will be an organized, supervised and continuous program of daily cleaning by all detainees to maintain those standards.

### A. PERSONAL HYGIENE

1. You are required to keep your body clean and free from offensive odors, lice or other parasites, and you are required to be dressed in a complete uniform during normal working hours when in the dayroom area or outside the dormitory.
  - a. Personal hygiene items are provided at intake, and on a daily basis. Supplementary items are available for purchase from the commissary.
  - b. If you do not have money, you will be issued necessary items for the purpose of personal hygiene, but only the needed items in minimum quantities necessary will be provided.
  - c. You will have the opportunity to take at least one (1) shower daily.
  - d. If you think you may be infested with "crabs" or other parasites, notify a staff person who will take immediate steps for delousing.
  - e. Razors and fingernail clippers are furnished daily. Both items must be checked out from staff and must be returned to staff in a reasonable time, normally within the hour of receiving the razor or fingernail clippers from staff.
  - f. Flush the toilets after use. Urinate and defecate in the toilets, not the floors and, urinate in the urinals, not on the floor or wall. **Toilet paper** may be obtained from detention staff. You must provide an empty toilet paper roll to receive a new roll of paper.

### B. LIVING AREA/BED/BED ASSIGNMENT AND LOCKER ASSIGNMENT

You are required to keep your personal living area clean and sanitary. This includes your bunk and immediate floor area around and under your bunk, locker, and any personal items.

1. Cleaning supplies will be provided as needed by the detention officer.
2. Dormitories and all common areas must be kept clean and should be ready for inspection at any time.
3. You are required to keep all books and personal items in the locker provided.
4. If you have excessive personal items in your bed area you will be afforded, during shakedown, the opportunity to place these items in your personal property or to dispose of the items. The Officers assigned to the dorms along with the Watch Commander will decide what items are excessive. If personal items are confiscated a receipt will be issued to you.
5. You are required to make your bunk in the manner and at the time directed by staff. This means that the bottom and sides will be tucked under the mattress. The sides and ends will not hang down over the edge of the bed.
6. You may sleep on your bunk after it is made in the mornings, not under the covers/sheets. You may sleep under a second blanket on the top of your made bed, not under the sheets until after the afternoon count has been completed. When you get up from your nap, you need to neatly fold your blanket and place it on your bed. Your bed is to be made when you are not occupying it.

If you are a night worker and sleep during the day, you may sleep under your sheets and blankets.

Your towel needs to be neatly folded and placed on the end of your bed and you may neatly hang your laundry bags over one end of your bed, as directed by staff.

You are authorized one mattress and one pillow. Excess pillows and mattresses will be removed from your bed.

Blankets, sheets or towels are not to be used as rugs, drapes, pillows, or tenting for purposes of concealment at any time.

7. You are required to make your bed daily, keeping the floor free of debris, and you are not allowed to hang/drape clothing, pictures, keepsakes or other objects from beds, furniture, light fixtures, or walls.
8. You will be assigned a bed and a locker for the storage of your personal property. Do not move to another bed unless staff has authorized you to move. You should also use your locker to store all of your personal property, including your commissary. Do not allow other detainees to have access to your personal locker combination. If you do, you increase the probability that your personal items may be stolen. *It is your responsibility to take care of your personal items.*

**C. DORMITORY SANITATION**

Each and every detainee must participate in the facility's sanitation program. A list of detainees is developed each day by staff and is posted for viewing. During a general cleanup all detainees must participate. The assigned Dorm Officer will be responsible for assuring this general cleanup is done on a regular basis.



**D. DAY SPACE**

All detainees in a dorm are required to keep clean and sanitary all commonly accessible areas of the dorm, including walls, floors, windows, windows ledges, showers, sinks, toilets, tables, and chairs.

1. Cleaning supplies will be provided as needed to maintain the highest sanitation standards.
2. Detainees will take turns cleaning the area. If a detainee feels that everyone is not doing his fair share, the detainee should inform the detention officer of the problem. Action will be taken to resolve this problem.
3. The day room area will be kept clean at all times. Should an officer notice that the area is not clean, the officer will make available necessary cleaning supplies. If the detainees in the dorm do not clean the area after being instructed to do so, the television will be turned off or removed, and the detainees will not be permitted to participate in any activities/programs until the dorm is cleaned. Continued refusal to clean the area will result in further disciplinary action.
4. The tops and stands of the televisions will be kept free of all cups, bowls, papers and other objects. Walls will be kept free of newspapers, clothing, cups, bowls, and other objects.
5. Bulletin boards contain information beneficial to you and are not to be defaced in any manner. Posted material is to remain on the boards until staff removes the item(s).

**VI. GRIEVANCE PROCEDURES**

A Grievance is a complaint about the substance or application of any written policy, regulation or rule of WCC/INS Processing Center or the lack of application of a policy, regulation or rule, or a complaint about any behavior or action directed toward any detainee by staff or another detainee, or a violation of civil rights. *You have a responsibility to use the program in good faith and in an honest and straightforward manner.*

**FILING A GRIEVANCE**

If you have a grievance, you should first try to informally resolve it by bringing it to the attention of a detention officer, shift supervisor or staff member in charge of the area with which you have a problem. If, after trying to resolve the alleged problem with the staff involved, and you believe that the issue has not been resolved, then formal procedures can commence. Each grievance filed must contain only one subject, or a group of closely related issues, under one subject. If your grievance contains more than one subject, or is submitted as a group grievance, the Grievance Coordinator will reject it without review.

- A. You may obtain a Grievance form from a staff member on the Core. You must fill out the form, sign and date it, and explain as best you can what the problem or complaint is and what relief is sought. You may obtain assistance of facility staff or another detainee in preparing your grievance. Another detainee may assist you with your grievance if you are illiterate or unable to communicate in English without charge or obligation of any kind. Another detainee cannot submit a grievance for you or any other detainee.
- B. Grievances that are of an EMERGENCY nature will be responded to on an immediate basis in an effort to prevent problems that may arise due to delay. You must clearly mark your grievance, "Emergency," and submit it to the Grievance Coordinator. If the Grievance Coordinator determines that your grievance constitutes an emergency – i.e., your health, safety or welfare is in actual danger - it will be immediately forwarded to the Assistant Warden for review and whatever action is deemed necessary to

protect your health, safety and welfare will be taken. If your emergency is of a medical nature, it will be responded to within 24 hours by the Medical department.

If the Grievance Coordinator or other staff in the emergency review process determines that your "EMERGENCY" grievance is not an emergency, you will be contacted and advised of the non-emergency determination of the complaint and the complaint will be rejected as an emergency.

- C. Detainees shall place completed grievances in the locked "Grievance Drop Box" located on each core.
- D. Each day (excluding weekends and holidays) the Grievance Coordinator will collect all grievances from the grievance drop boxes.
- E. If your grievance is accepted, it will be forwarded to a department head or management level employee by the Grievance Coordinator to provide review and resolution of your grievance. For example, the Food Service Manager would be assigned to provide review of a grievance in the food service area. This information will be forwarded to the Facility Administrator for final review and approval. A written response to your grievance will be given to you within 10 working days excluding weekends and holidays by the Grievance Coordinator. If you are illiterate or non-English speaking, attempts will be made to translate the findings into your language.
- F. If the grievance is medically related it will be automatically forwarded to the Health Services Administrator for review and evaluation.
- G. If you are not satisfied with the response provide to you, you may file an appeal to the Grievance Committee. This committee is composed of WCC staff and INS personnel as a first level of appeal. This committee will review your complaint, call witnesses if necessary, inspect evidence or otherwise gather facts essential to an impartial decision. You will receive a response from the Committee, in writing, within 5 days of reaching its decision.
- H. If you wish to file a final appeal, you may fill out the back of the grievance form, noted as the appeal section. This may be forwarded to the Facility Administrator for review. The Facility Administrator will respond to your appeal within 5 working days for final resolution of your grievance. If you are not satisfied with the Facility Administrator's response, you may contact the INS COTR, in writing.
- I. If you wish to file a grievance, which alleges INS officer misconduct, then you may file directly with the Department of Justice by writing to the Department of Justice, P.O. Box 27606, Washington, DC 20038-7606 or by calling the Department of Justice directly at 1-800-869-4499.

## VII. SECURITY AND SAFETY – DETAINEES AND STAFF

### A. PERSONAL SAFETY

You will be protected from personal abuse, corporal punishment, personal injury, disease, and damage to your property and harassment to the fullest extent possible.

If you have a problem such as conflicts with other detainees, personal problems (family) or questions about this facility operation, ask your dorm officer for assistance.

If you feel that you should be moved from your current housing unit for your safety, notify an officer immediately.

ID will be worn at all times. Removal, loss, or damage of your ID may result in the loss of privileges. If you lose your ID, submit a Detainee Request form. You will be charged a replacement cost.

Do not block exit doors with beds, chairs, lockers or other material or items that could interfere with emergency exit routes.

When you are called for release you will come out of your living area with all of your clothing, ID, bedding, library books and all of your personal belongings.

When leaving your housing unit for court, you are only allowed to take your comb, legal papers, and one (1) religious medallion.

The detention staff will make announcements for meals, outside recreation, visitation, clothing exchange and indoor recreation access. Be ready to leave dorm when the doors are opened.

You are responsible for your own behavior at all times and are to be courteous and respectful toward the facility staff.

You are expected to treat staff, community volunteers and other detainees with respect at all times. Harassing, rude or demanding behavior and profanity toward staff or others will not be tolerated. You shall address all staff members by either their rank, title, or as "Mister," "Miss," or "Officer."

"Horseplay" or other such activities is prohibited at all times.

Depending on the activities, you will be moved to various areas of the facility for court, recreation, medical appointments, visits and other functions. You are expected walk in a quiet and orderly manner. Running inside the facility is prohibited, unless on the recreation yard. You are subject to a search of your person and your property. Normally you will not be allowed to take anything with you during your movement to and from most activities. You will be allowed to take necessary legal material with you when escorted to legal visits and court.

If you are housed in the SMU/Segregation Unit for any reason, you will normally be moved to the law library and other areas of the facility with your hands handcuffed behind you.

**B. EMERGENCY EVACUATION**

The center has developed a plan to quickly and safely evacuate you from the building in case of an emergency. If an emergency should arise, you will be given instructions by the staff. For your safety, full cooperation is essential. Evacuation diagrams are on the wall of each dorm. You should make yourself familiar with the diagram in the dorm you are being housed.

Fire or other drills may be conducted periodically and you are to follow directions given by staff.

**C. ATTEMPTED ESCAPES**

Any attempt to escape from this facility will result in serious disciplinary consequences. Attempted escape may significantly affect your legal standing and status and you may be subject to criminal prosecution.

**D. COMMISSION OF A CRIME**

Crimes committed by a detainee that violate local, State or Federal law, will be investigated and referred to the proper legal authority for action.

**E. DESTRUCTION OF PROPERTY**

Detainees found guilty of intentionally destroying facility property will be charged for both replacing the item damaged or destroyed and the cost of reinstallation.

**F. COUNTS**

There will be counts performed by staff at various times throughout the day. You are required to be on your bunk and remain stationary whenever a count procedure is taking place. You are prohibited from interfering with the officer making the count. During count, all televisions, radios, and telephones will be turned off. All foot traffic will cease – detainees will not use the showers, toilets, urinals, or sinks, while count is in progress.

It is your responsibility to abide by the rules concerning counts. *Disrespect of the count will not be tolerated and you may be charged with a disciplinary action if an officer believes that you have interfered with a count.*

**G. SEARCH PROCEDURES**

You are subject to personal search at any time during your confinement here.

Your living quarters and personal belongings in the living area are subject to random searches at any time during your confinement. *It is your responsibility to keep your area free of hard and soft contraband at all times. Any contraband taken during a search will be stored for return to the proper owner upon release (with exception to illegal drugs or weapons).*

The objectives of such searches are to maintain the safe, secure, orderly running of the facility. Our goal is to keep you safe from injury involving the use of weapons or the results of drug use and to protect against property loss.

**H. CONTRABAND**

Contraband is any item or material that is not approved by the facility for possession, not sold in the commissary or not issued by staff. Some examples of contraband are:

1. Unauthorized drugs
2. Medication distributed by the medical staff not authorized for retention or prescribed for another detainee.
3. Chemical intoxicants
4. Alcoholic beverages or any other products containing alcohol in any form.
5. Obscene picture (s) and literature
6. Extra food items which are not from the Commissary or authorized by the medical staff.
7. Money, checks, or money orders
8. Weapons or items that could be considered a weapon.
9. Any tobacco product or matches/lighters
10. Ammunition or explosive
11. Combustible or flammable liquids

12. Hazardous or poisonous chemicals or gases

13. Tools of any type that could aid in escape

NOTE 1: Except under direct supervision, you shall not have in your possession any tool or implement that you are not authorized by staff to possess.

NOTE 2: You shall not accumulate cleaning supplies, toilet paper, soap, razors, or any item that is provided by the facility.

**I. AUTHORIZED ITEMS**

You are allowed to have in your possession the following items:

1. Property that staff authorizes you to take to your living area.
2. Item(s) pre-approved by the Chief of Security that are left for you.
3. Facility items issued to you.
4. Items purchased through the Commissary.
5. Medication and materials authorized by the medical staff (when medication is authorized for retention).

**VIII. DISCIPLINARY PROCEDURE**

SPECIAL NOTE: It is a policy of this facility to recommend prosecution of anyone who is involved in an assault on a detention officer. It is also the facility policy to hold individuals financially accountable for destruction of WCC/INS Center property. All disciplinary action against a detainee will be administered in accordance with the following policy and no disciplinary action can take place unless these procedures are followed.

**A. LEVEL OF OFFENSE**

There are three (3) levels of offense seriousness, i.e., "100", "200", "300". The level "100" offenses being the most serious and the "300" level offenses being the least serious.

1. "100" level offenses are serious violations of state law and/or rules of this facility and may result in prosecution of the detainee in the appropriate court, in addition to whatever internal disciplinary action is taken.
2. "200" level offenses are less serious violations of state law and/or rules of this facility and may result in prosecution of the detainee in the appropriate court, depending on circumstances of the offense, in addition to whatever internal disciplinary action is taken.
3. "300" level offenses are violations of the general rules and regulations of the Center, and will be handled internally by disciplinary procedure.

**B. LIMITATIONS OF PUNISHMENT FOR INFRACTIONS**

1. If a detainee violates a "100" level infraction he/she may receive up to fifteen (15) days lockdown and up to fifteen (15) days loss of privileges may be assigned to punishment by hearing officer for each offense.
2. If a detainee violates a "200" level infraction, he/she may receive up to ten (10) day lockdown and/or up to ten (10) days loss of privileges by the hearing officer for each offense.
3. If a detainee violates a "300" level infraction, he/she may receive up to five (5) days lockdown and/or five (5) days loss of privileges by the disciplinary board for each offense.

4. The maximum penalty for rule violations arising out of one (1) incident is not more than fifteen (15) days.
  - a. No detainee or group of detainees shall be given authority to administer punishment to any other detainee or group of detainee.
  - b. Deviation from normal feeding procedures shall not be used as a disciplinary action.
  - c. Deprivation of clothing, bed, bedding, or normal hygienic implements shall not be used for the purpose of punishment.
  - d. Corporal punishment and physical restraint (handcuffs, leather restraints, straight jackets, etc.) shall not be used as punishment. Reasonable physical restraint may be used to control a violent detainee or to deter self harm.
  - e. Administrative Segregation should be imposed only when necessary for a detainee's protection from his own self-destructive acts or where his conduct is so disrupting or non-cooperative that his presence among other detainees threatens the maintenance of order, safety or security in this facility. Except in emergencies, this punishment should be imposed only after a hearing or upon a waiver of the hearing. Conditions of solitary confinement or segregation should meet the following standards:
    - 1) The segregation or isolation cell is at least 70 square feet in accordance with existing standards and is clean, sanitary, and provided with a toilet, bedding and drinking water. The necessities may be removed temporarily but only to prevent suicide, self-destructive acts, damage to the cell or its equipment.
    - 2) Under no circumstances should a detainee confined in segregation be deprived of clothing except for the detainee's own protection. If such deprivation is temporarily necessary, the detainee should be provided with sufficient clothing and bedding adequate to protect his/her own health.
    - 3) All penalties imposed will be reviewed and approved by the Facility Administrator.

**C. DEFINITIONS**

1. Possess:

To knowingly exercise physical control over an object. Knowledge shall be conclusively presumed when an object is found on a detainee's person or in a detainee's bed, footlocker or cell area or in a location where it is likely that only the detainee could have placed the item(s). The presumption may be challenged by evidence that the detainee was not responsible for item(s) presence.

2. Reckless:

A detainee's conduct is reckless if he/she does an act or intentionally fails to do an act which it is his/her duty to do, knowing or having reason to know facts which would lead a reasonable person to realize not only that his/her conduct creates an unreasonable risk of physical harm to another, but also that such risk is substantially greater than that which is necessary to make his conduct negligent.

3. Intentionally:

A detainee acts deliberately with respect to a result or to conduct described by this code, when his conscious object is to cause that result or engage in that conduct.

4. Contraband:

Anything not authorized in writing by the Facility Administrator, or anything not issued by this facility.

5. Serious Physical Injury:

Any physical injury that creates substantial risk of death or which causes death, substantial pain, loss or impairment of any major bodily function.

6. Dangerous Drugs:

Alcohol, amphetamines, coca leaves or derivatives of such, opiates, including opium, morphine, Demerol, dilaudid, codeine, peyote, lysergic acid diethylamide (LSD), psilocybin, dimethyltryptamine (DMT), tetrahydrocannabinol (THC) and cannabis (also known as marijuana) and any or parts of the plant cannabis sativa L, and/or any controlled substance prohibited by federal or state law.

7. Drug paraphernalia:

Any implement capable of injecting a substance under the skin of any individual, or any article, equipment or apparatus capable of administering a dangerous drug or narcotic.

**D. INFRACTIONS**

**One Hundred (100) level - Maximum Punishment: Fifteen (15) days lockdown with loss of all privileges**

101 - Murder

A detainee commits this infraction when he/she intentionally causes the death of another person.

102 - Escape

A detainee commits this infraction when he/she with or without the use of force, or threat of force, and without proper authority removes him/herself from the confines of the facility or from official custody while beyond the confines of this facility.

103 - Arson

A detainee commits this infraction when he/she intentionally sets fire to, burns, causes to be burned, or by the use of any explosive or combustible device, damages or destroys or causes to be damaged or destroyed, any structure or property, within the facility.

104 - Engaging in Sexual Act with Others (Consensual)

A detainee commits this infraction when he/she has sexual intercourse, i.e. contact between his/her genitals and hand (s), mouth or anus of another person.



105 - (a) Sexual Assault

Same as above definition, but consent is not present, instead, the detainee compels or induces the other person to submit by any misrepresentation, an act of violence or threat of violence or the other person is unconscious or otherwise physically incapable of resisting and has not consented to the intercourse.

105 - (b) Physical Assault

A detainee commits the infraction of physical assault when he/she intentionally causes or threatens to cause injury to another person or applies any physical force or offensive substance (such as feces, urine or mucous) or any other item against any person regardless of whether or not injury occurs.

Self defense shall be a defense to a charge of assault.

107 - Manufacturing or Selling of any Dangerous Drugs/Intoxicants

A detainee commits this infraction when he manufactures sells or gives away any quantity of any item defined as dangerous drugs

108 – Extortion

A detainee commits the infraction of extortion when he/she demands or forces another to turn for physical protection against others.

109 - Inciting to Riot

A detainee or detainees commit the infraction of inciting to riot when he/she urges or organizes two or more detainees to imminently engage in conduct that reacts grave danger of damage or injury to property or persons and substantially obstructs the performance of facility functions, and such incitement is likely to produce a riot, or once a riot begins, he/she assumes a position of command or instruction in furtherance the riot.

**Two Hundred (200) Level** - Maximum Punishment: Up to ten (10) Days Lockdown, and/or up to ten (10) Days Loss of Privileges.

201 - (a) Attempted Sexual Assault

A detainee commits this infraction when he/she attempts to engage in sexual intercourse, i.e. contact between his/her genitals, hand (s) mouth or anus of another person and compels or induces the other person to submit by any misrepresentation, an act of violence or threat of violence or the other person is unconscious or otherwise physically incapable of resisting and has not consented to the intercourse.

201- (b) Attempted Physical Assault:

A detainee commits this Infraction when he/she attempts to intentionally cause or threatens to cause injury to another person or attempts to apply physical force or offensive substance (such as feces, urine, or mucous) or any other item against any persons regardless of whether or not injury occurs.

202 - Attempted Escape

A detainee commits attempted escape when he/she with or without the use of force, or with or without threatened use of force, and without proper authority attempts to remove him/herself from the confines of the facility or from official custody while beyond the confines of the facility.

203 – Fighting

A detainee commits this infraction when he/she engages in a physical altercation leading to the exchange of blows, shoves, kicks, or offensive physical conduct without authorization from the Facility Administrator or his designee. Self-defense shall be a defense to a charge of fighting.

204 – Threats

A detainee commits this infraction when he/she communicates a present determination or intent to injure another person or to commit a crime of violence or an unlawful act dangerous to human life, presently or in the imminent future, and the probable consequences of such threat or threats (whether or not such consequences, in fact occur) is:

- (a) To place another person in fear of bodily injury
- (b) To cause damage to property

205 - Participating in Riots, Strikes, or Disturbances

A detainee commits this infraction when he/she with two or more persons, participates in conduct that creates danger of damage or injury to property or persons and substantially obstructs the performance of facility functions.

206 - Attempting to Incite a Riot, Strike, or Disturbance

A detainee commits this infraction when he/she attempts to urge or organize two or more detainees to imminently engage in conduct that creates grave danger of damage or injury to property or person and attempts to substantially obstruct the performance of facility functions, an attempt at such incitement is likely to produce a riot, or once a riot begins, he/she attempts to assume a position of command or instruction in furtherance of the riot.

207 - Possession or Introduction of an Explosive Device, Poison, Ammunition, Firearm, Weapon, Sharpened Instrument, Knife or any Unauthorized Tools

A detainee commits this infraction when he/she possesses, attempts to possess, introduces or attempts to introduce into the facility any type of explosive device, ammunition, firearm, weapon, sharpened instrument, knife or any unauthorized tool.

208 - Unauthorized Possession or Introduction of Escape Paraphernalia

A detainee commits this infraction when he/she has in his/her possession, in his/her cubicle, in his/her immediate sleeping area, locker, or immediate place of work or other program assignment, or receives from or gives to another detainee, or fashions or manufactures, or introduces or arranges to introduce into the facility any contraband which could facilitate an escape, to include but not limited to: Lock, lock picks, trip wires, locking devices, chain, rope, ladder, tool (s), or other items which could be used to effect an escape, such as mask, wig or disguise or other means of altering normal physical appearance which could make ready identification of a detainee difficult.

209 - Possession or Introduction of Dangerous Drugs, Narcotic, Drugs, Stimulants, Intoxicating Drugs, and/or Drug Paraphernalia not Prescribed by Medical Staff

A detainee commits this infraction when he/she possesses, introduces, or attempts to possess or introduce dangerous drugs/narcotics as defined as dangerous drugs, intoxicants, and controlled substance prohibited by federal or state statute, and/or drug related paraphernalia. Exception: Legal medications prescribed by facility staff.

210 - Authorized Medication

A detainee commits this infraction when he/she, in any way stores, saves, or removes from medical area any prescription medication without authorization from medical personnel, the Facility Administrator or his designee.

211 - Theft or Possession of Property Belong to Another –

A detainee commits this infraction when he/she knowingly obtains or exercises control over property (no specific value required), without authorization, intending to deprive the rightful owner of the use or benefit of the property. 212 - Destroying, Defacing, or Altering Facility Property or the Property of Another

212 – Destroying, Defacing, or Altering Facility Property or Property Belonging to Another

A detainee commits this infraction when he/she intentionally destroys, defaces or alters any property (regardless of value) belonging to the facility or of another.

213 - Tampering with or Blocking Locking Devices

A detainee commits this infraction when he/she without authorization locks, unlocks, or alters in any way any lock, locking system or security item within the facility and/or uses any unauthorized lock or security item.

214 - Indecent Exposure

A detainee commits this infraction when he/she intentionally reveals their own intimate body parts, to include but not limited to the genitals and anus, to another person.

215 - Gambling or Possession of Gambling Paraphernalia

A detainee commits this infraction when he/she plays for money or other things of value at any game including, but not limited to, those played with cards or dice, or bets on the sides or hand of those playing, or bets anything of value on the outcome of any observable event or organizes any game of chance, lottery, betting pool, or other similar device.

216 - Unauthorized Absence from Assigned Area

A detainee commits this infraction when he/she without proper authority departs from his/her appointed place of duty or assignment or any place where he/she was directed to remain by an order of a WCC staff member.

217 - Being in an Unauthorized Area

A detainee commits this infraction when he/she without proper authority is in a specific area without having first obtained verbal or written authorization from WCC staff personnel.

218 - Failure to Comply with Count

A detainee commits this infraction when he/she intentionally causes or participates in any interference, delay, disruption or deception with regard to the process of counting part or all of the inmate population, including, but not limited to, hanging, fastening, or attaching any sheet, blanket, curtain, drapery or other material whether transparent or not on any part or all of the front or door of a cell or around a dormitory bed or other immediate sleeping area without appropriate authorization.

219 - Bribery or Attempted Bribery

A detainee commits this infraction when he/she offers to give, attempts to give, agrees or attempts to give anything of value upon any employee of WCC or other detainee with the intent to influence that person's or detainee's exercise of discretion of other action in any official capacity.

220 - Conspiring with Others to Violate a Rule or Law

The charge of conspiracy may be used in conjunction with any appropriate Level 100, 200 or 300 infractions, and the same penalty may be prescribed for the substantive infraction.

A detainee commits this infraction when he/she agrees with two or more others to violate facility rule or state or federal law and an overt act in furtherance of said violation is carried out.

It is an affirmative defense to the charge of conspiracy that the detainee prior to commission of the overt act, voluntarily withdrew from active participation in the act.

221 - Mail Violation, Including Receiving or Sending Mail or Other Written Material Through Unauthorized Means

A detainee commits this infraction when he/she receives or sends mail or any written material in violation of WCC P&P.

222 - Falsifying Records

A detainee commits this infraction when he/she intentionally alters, changes, modifies or otherwise creates erroneous records for whatever purpose.

223 - Tattooing or Self-Mutilation

A detainee commits this infraction when he/she personally or allows another to mark or color his/her skin with marks, tattoos, pictures and/or radically alters one's body and/or cuts off or permanently destroys a limb or essential body part.

224 - Unauthorized Use of Telephone

A detainee commits this infraction when he/she without authorization utilizes a facility telephone and/or pay phone.

**Three Hundred (300) Level** - Maximum Punishment: Five (5) days lockdown and/or up to Five (5) days loss of privileges

301 - Possession of Contraband

A detainee commits this infraction when he/she possesses anything not authorized by the WCC P&P and Detainee Handbook, or authorized items but in excessive amounts in violation of the WCC P&P and Detainee Handbook.

302 - Refusing to Obey an Order of any Staff Member

A detainee commits this infraction when he/she refuses to obey a verbal or written order given by a WCC staff employee which is reasonable in nature and which gives reasonable notice of conduct expected.

303 - Lying or Providing a False Statement

A detainee commits this infraction when he/she intentionally makes a false statement and knows or should have known such statement to be false, and/or verbally makes a false statement knowing or should have known such statement to be false.

304 - Smoking in an Unauthorized Area

A detainee commits this infraction when he/she intentionally smokes in this facility which is a "No smoking" facility.

305 - Bartering with Others

A detainee commits this infraction when he/she barters, loans, sells, or buys things of value without prior permission of an employee of WCC.

306 - Failure to Maintain Acceptable Appearance of Housing Living Area

A detainee commits this infraction when he/she: urinates or defecates in other than the facilities provided for such functions, or fails to keep his/her cell, sleeping area, dormitory, day area clean, odor-free, sanitary, free of trash and debris and available to the visual observation of WCC staff.

307 - Failure to Maintain Personal Hygiene

A detainee commits this infraction when he/she refuses to shower at least once a week, or willfully fails to keep his body, hair and clothes in a clean, sanitary, neat and odor-free condition as possible under the circumstances of his particular custody.

308 - Disorderly Conduct

A detainee commits this infraction when he/she intentionally engages in behavior/conduct which advocates disruption of operations of any segment of the facility, or engages in behavior/conduct against public order and decency of the facility.

309 - Passing of Items of Contraband to Another Detainee

A detainee commits this infraction when he/she passes or attempts to pass any item not authorized by the Facility Administrator, or his designee, to another detainee, or item (s) which has been identified as "contraband" pursuant to Detainee Handbook.

310 -Covering, or Obstructing the Lights, Air Vents, Doorways or Hanging Items on Cell

Doors, Showers or Vestibules such that they obstruct the View of Detention Staff; Drawing, Marking or Hanging Pictures on Walls of any Housing Unit.

A detainee commits this infraction when he/she intentionally engages in behavior as outlined in the infraction itself.

**E. INFORMAL DISPOSITION OF LEVEL 300 OFFENSES**

Detainees that are charged with a 300 level offense will normally have an informal hearing immediately by the Watch Commander.

The maximum sanction that can be imposed by the informal hearing is limited to five (5) days loss of privileges.

The maximum number of 300 level offenses that can be heard informally is limited to three (3). After the detainee has had three (3) 300 level offenses heard informally, he/she can be charged as a habitual offender, a level 200 offense.

At any time the detainee may elect to have the level 300 heard formally.

All Documents that are generated from the infraction will become a permanent part of the detainee's file.

**F. FILING OF CHARGES**

An Inmate Disciplinary Report (IDR) must be filed against the offender within 48 hours of an alleged rule violation and a copy is to be given to the detainee.

1. The IDR must include the detainee's name, the offense committed, time and date of the offense and reporting officer's statement of facts.
2. No disciplinary action may be taken against the detainee until such time as a hearing is held to determine guilt or innocence.
3. If the supervisor determines that the security and general order of the facility requires that an accused detainee be separated from population the detainee may be placed on Administrative Lockdown status until a hearing is conducted and a disposition reached, or a waiver of hearing is signed by the detainee. No privileges may be taken until a hearing is conducted or a waiver of hearing is signed by the detainee.
4. A hearing may take place until twenty four (24) hours after the detainee has received notice of the charges pending against him/her; however, the detainee may consent, in writing, to a hearing within less than twenty four (24) hours.

**G. HEARING OFFICERS**

The assigned Hearing Officers will not have been involved in the reporting or investigation of the matter.

1. The hearing officers shall have investigative powers in all cases involving violations of the rules and regulations of this facility purpose of determining facts related to the case.
2. The hearing officers will have sole authority in recommending disciplinary sanctions.

**H. HEARING**

An Inmate Disciplinary Report will be completed on all rule violations that requires formal resolution. This report will be forwarded to the shift supervisor, inspected for accuracy and further investigation. The hearing officers will conduct a hearing in all cases that an Inmate Disciplinary Report has been filed except when a waiver of hearing is accepted and signed.

The detainee has the right to be present at the hearing, except during decisional deliberations or unless they waive that right in writing or through their behavior.

1. The detainee has the right to appear on his own behalf or to have another detainee represent him if he is unable to understand the proceedings. Detainees will receive staff assistance to represent them at a disciplinary hearing upon request.
2. The detainee has the right to call witnesses, including other detainees and correctional staff. Facility officials may refuse to permit certain witnesses from appearing, when doing so would be unduly hazardous to institutional security. When witnesses are refused, the hearing officer shall state in the record the reason (s) for the refusal.
3. The detainee may be excluded from his/her hearing during the testimony of any witness whose testimony must be given in confidence but, reason (s) for the detainee's absence or exclusion must be documented.
4. The detainee may not be required to testify against him/herself. If the detainee chooses not to appear or to remain silent, the hearing officer may use it against the detainee when choosing guilt over innocence.
6. The detainee will be allowed to read the completed IDR and will be given a copy. Detainees will have the opportunity to make statements and present documentary evidence on his/her behalf during the disciplinary hearing. Detainees may also present witnesses before the hearing official who have relevant and not unduly cumulative information, except when doing so may severely jeopardize the life, safety of persons, or the security and order of the facility; such denials must be documented and a copy filed with the IDR stating the reasons (s).

**I. SUSPENSION OF PRIVILEGES**

The type and duration of punishment imposed will be limited according to the severity of the offense committed. In all cases where privileges are suspended, privileges shall mean:

1. Contact Visitation (except from attorneys)
2. Commissary – except for stamps, commissary purchases will not be allowed.
3. Television – television is not allowed
4. Telephone (except for calls to attorneys)

**J. APPEAL PROCEDURE**

A detainee who has been found guilty of a violation of the rules and regulations of this facility shall have the right to appeal his or her case to the Facility Administrator. Detainees are advised of their right to appeal decisions of the disciplinary hearing officer at the time they are provided the decision.



1. If a detainee wishes to appeal his/her case, he/she must so indicate by signing the Appeal Form in the appropriate space and submit written reason (s) for his/her appeal.
2. The sanctions imposed by the hearing officer will remain in effect pending the outcome of the appeal.
3. The Facility Administrator will review the final appeal as soon as possible, but no later than five (5) days, including weekends and holidays, after the final appeal has been received. The Facility Administrator will notify the detainee in writing of his decision.

**K. ADMINISTRATIVE SEGREGATION HEARING**

Some detainees, for their own safety, or for the security and good running order of the facility, must be segregated from the general population. The detainee so segregated, upon his request, shall receive the same hearing process by an impartial panel and review by the Facility Administrator, as the detainee segregated for disciplinary reasons.

You will be furnished an Administrative Segregation notification form that gives you the option as to whether or not you would like to request a hearing.

# **Exhibit X**

# DETAINEE ORIENTATION VIDEO

The GEO Group, Inc.  
Aurora Detention Center

# Safety and Dorm Sanitation

- ▣ You will be protected from personal abuse, corporal punishment, personal injury, disease, and damage to your property and harassment to the fullest extent possible.
- ▣ Each and every detainee must participate in the sanitation program. A list of detainee's is developed each day and is posted for viewing. During a general clean-up all detainees must participate.
- ▣ To help and stop the spread of disease and sickness, please cover your mouth when you cough and wash your hands thoroughly with soap and water for twenty seconds.

# Volunteer Work Program

- ▣ For those detainees who are physically capable and desire to work while staying here, GEO manages several work projects under a program called . . .  
**VOLUNTEER WORK PROGRAM**
- ▣ Any detainee can request inclusion in this program by completing an application and submitting it to Classification for coordination. The Medical Services department will determine if you are physically able to perform the work and provide the final authorization.
- ▣ Once approved, you will be placed on a roster so that GEO officers and staff can identify you when projects are open. All compensation for the work will be applied to your personal trust fund managed by the GEO Finance department.

# Disciplinary Process

- ▣ Refer to your local supplement for more detailed information about the rules infractions that you must avoid and the established disciplinary actions that will be taken.
- ▣ There are four categories of actions:
- ▣ Greatest – and a few examples are . . .  
Assault, possession of gun or weapon or sharpened instrument, escape, setting a fire, assault of staff, riot or inciting to riot, conduct that disrupts or interferes with security or orderly operation of facility

# Disciplinary

- ▣ High – and a few examples are . . .

Fighting, wrestling and boxing that causes or could cause harm or injury, possession of unauthorized tool, loss damage or misplacement of restricted tool, threatening another with bodily harm, extortion, blackmail or protection, engaging in sexual acts, making sexual proposals, tampering with a locking mechanism, adulteration of food, encouraging others to participate in a work stoppage, giving or offering a staff member a bribe

# Disciplinary

- ▣ High Moderate – and a few examples are . . .

Indecent exposure, stealing, refusing to obey a staff member, insolence to staff member, lying or providing false statement to staff, being in an unauthorized area, not standing for count, interfering with count, gambling, destroying altering or damaging property






# Disciplinary

- ▣ Low Moderate – and a few examples are . . .

Possessing another's clothing, possessing unauthorized clothing, using abusive or obscene language, tattooing, piercing or body mutilation, unauthorized use of mail or telephone, possession of money or currency, failure to follow safety or sanitation rules

# **Exhibit Y**

 	<p style="text-align: center;">Aurora Detention Center POLICY and PROCEDURE MANUAL</p> <p style="text-align: center;">10.2.11-AUR</p> <p>CHAPTER: Security TITLE: Special Management Unit Operations RELATED ACA STANDARDS: 4-ALDF-2A-45, 2A-48, 2A-51-2A-54, 2A-56-2A-64</p>	<p><b>EFFECTIVE:</b> 6/17/13 <b>SUPERSEDES:</b> 4/1/13</p> <p><b>APPROVED BY:</b></p> 
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**I. PURPOSE**

To describe the operational standards for housing detainees in administrative and disciplinary housing status while confined in the facility.

**II. POLICY**

It is the policy of the facility to maintain safe, secure housing for detainees who require protection or whose behavior indicates they require more physical controls than are available in typical housing units in the facility.

**III. DEFINITIONS**

- A. Administrative Segregation** – A form of separation from the general population used when the continued presence of the detainee in the general population would pose a threat to life, property, self, other detainees, or staff or to the security or orderly running of the facility.
- B. Disciplinary Hearing** – Non-judicial administrative procedure to determine whether substantial evidence supports finding a detainee guilty of a rule violation.
- C. Disciplinary Segregation** – Confinement in a cell removed from the general population after a serious violation of facility rules.
- D. Institutional Disciplinary Panel (IDP)** – Review board responsible for conducting disciplinary hearings and imposing sanctions for cases of detainee misconduct referred for disposition following the hearing. The IDP is usually comprised of a Hearing Officer and representatives of different departments in the facility.
- E. Protective Custody (PC)** – Administrative segregation for the detainee’s own safety. The facts associated with the need for this status must be fully documented.
- F. Segregation** – Confinement in a cell isolated from the general population; for administrative disciplinary or protective reasons.
- G. Special Management Unit (SMU)** – A housing unit for detainees in administrative or disciplinary segregation.



**IV. PROCEDURES**

The facility will operate a locked or secure housing unit that will constitute its prime resource for detainees who are unmanageable, present a threat to themselves or others, or who for other reasons require protection or removal from the general population.

**A. Conditions of Confinement**

Segregation housing units provide living conditions that approximate those of the general detainee population. All exceptions are clearly documented. Segregation cells/rooms permit the detainees assigned to them to converse with and be observed by staff members. Cells/rooms used for segregation encompass at least 70 square feet of floor area of which 35 square feet is unencumbered. [4-ALDF-2A-51]

Conditions of confinement in the locked unit will reflect the least restrictive amount of control necessary to adequately supervise and safeguard detainees and staff. Whenever an emergency arises that requires variance from approved conditions on a temporary basis, such as deprivation of otherwise approved items, an immediate report will be made to the Warden. [4-ALDF-2A-58]

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A detainee will not be held in the unit without clothing, a mattress, blankets, and a pillow, except when prescribed for medical or psychiatric reasons. If a detainee is so seriously disturbed that he or she is likely to destroy clothing or bedding or create a disturbance that would be serious detrimental to others, medical staff will be notified immediately and a regimen of treatment and control will be instituted with the concurrence of the medical department.

**B. Medical Assessment**

When a detainee is transferred to segregation, health care personnel are informed immediately and provide assessment and review as indicated by the protocols established by the Health Services Administrator. Unless medical attention is needed more frequently, each detainee in segregation receives a daily visit from a health care provider. The presence of a health care provider in segregation is announced and recorded. The health authority determines the frequency of physician visits to segregation. [4-ALDF-2A-45]

A psychiatric or psychological assessment, including a personal interview with the detainee by a qualified mental health professional shall be conducted every 30 days that a detainee continues confinement. This mental health assessment will be submitted to the Warden in a written report for each individual detainee.

**C. Operating Procedures**

Staff members entering the Special Management Unit, and who are not assigned to work in the Special Management Unit, will sign the Visitor's Logbook documenting the date, time and reason for their visit. This does not include detention officer's relieving the assigned staff member for breaks or lunch/dinner.

Any detainee movement out of a cell will be in restraints. The restraints will be removed only when the detainee is in a secure enclosure, such as a recreation area, shower, etc. High security cells will be specially marked with a notice to designate that a two-officer rule is in operation for the occupant. That cell will only be opened with two officers present. Two officers will remain in the SMU area during the out of cell time for that detainee. High security designations will be made in selected cases. Staff may make a recommendation for such action through their supervisor. The Warden or the Warden's designee will make the final decision.



Staff will personally observe every detainee at least every thirty minutes on an irregular schedule and document the checks in their logbook as well as completing the seg 30 minute check form. Detainees who are violent or mentally disordered or who demonstrate unusual or bizarre behavior receive more frequent observation. Suicidal detainees are under continuous observation until seen by a mental health professional. Subsequent supervision routines are in accordance with that ordered by the mental health professional. [4-ALDF-2A-52]

When a detainee in an SMU is deprived of any usual authorized items or activity, a report of the action shall be forwarded to the Warden for review. This report shall be made part of the detainee's detention file.

When recreation privileges are suspended, the disciplinary panel or facility administrator shall provide the detainee written notification, including the reason(s) for the suspension, any conditions that must be met before restoration of privileges, and the duration of the suspension provided the requisite conditions are met for its restoration.



**D. Placement in Administrative Segregation**

Administrative Segregation status is a non-punitive status in which restricted conditions of confinement are required only to ensure the safety of detainees or others, the protection of property, or the security or good

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order of the facility. For matters of safety and security, staff may have to take immediate action to control a detainee, including placement in Administrative Segregation. Examples include detainees who require protective custody, who cannot be placed in the general population because they are en route to another facility ("holdovers"), who are awaiting a disciplinary hearing, or who require separation for medical reasons.

1. Prior to the detainee's placement in administrative segregation, the Warden or designee and the Classification Officer will review the case to determine whether administrative segregation is warranted.
2. A detainee may be placed in administrative segregation when the detainee's continued presence in the general population poses a threat to life, property, self, staff, or other detainees; for the secure or orderly operation of the facility; for medical reasons or other circumstances as set forth below. Examples include, but are not limited to the following:
  - a. A detainee is awaiting an investigation or a hearing for a violation of facility rules. Pre-disciplinary hearing detention should be ordered only as necessary to prevent further rules violation(s) or to protect the security and orderly operation of the facility. It is not to be used as a punitive measure. Time served in pre-hearing detention may be deducted from any time ordered by the Institutional Disciplinary Panel (IDP).
  - b. A detainee is a threat to the security of the facility. The Warden may determine that a detainee's criminal record, past behavior at other institutions, behavior while in Immigration and Customs Enforcement (I.C.E.) detention, or other evidence is sufficient to warrant placing the detainee in administrative segregation. Copies of records supporting this action will be attached to the Administrative Segregation Order.
  - c. A detainee requires protection. A detainee is admitted to protective custody status when there is documentation that protective custody is warranted and no reasonable alternatives are available. [4-ALDF-2A-46] Protective custody (PC) may be initiated at the detainee's request or ordered to protect the detainee from harm. Examples include:
    - 1) Victims of detainee assaults;
    - 2) Detainee informants/witnesses - detainees who provide information to the institution staff or any law enforcement agency concerning improper activities by others;
    - 3) Sexual predators;
    - 4) Detainees who have been pressured by other detainees to participate in sexual activity;
    - 5) Detainees who request PC;
    - 6) Detainees who refuse to enter the general population because of alleged intimidation from other detainees;
    - 7) Detainees who refuse to return to the general population, but who will not provide the reason for refusal;
    - 8) Detainees who appear to be in danger of bodily harm; or
    - 9) Detainees who seek protection, claiming to be former law enforcement officers or to have held sensitive law enforcement position, whether or not there is official information to verify the claim.
  - d. The IDP may order a detainee into administrative segregation following disciplinary segregation after determining that releasing the detainee into the general population would pose a threat to the security and orderly operation of the facility. A detainee transferred from disciplinary segregation to administrative segregation shall enjoy the same privileges as all others in administrative segregation.
  - e. A medical professional ordering a detainee removed from the general population shall complete and sign the Administrative Segregation Order, unless the detainee will stay in the medical department's isolation/segregation ward.

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- f. A detainee is scheduled for release, removal, or transfer within 24 hours. Such segregation may be ordered for security reasons or for the orderly operation of the facility.



**E. Administrative Segregation Order**

A written order shall be completed and approved by a Shift Supervisor before a detainee is placed in administrative segregation, except when exigent circumstances make this impracticable. In such cases, an order shall be prepared as soon as possible. A copy of the order shall be given to the detainee within 24 hours, unless delivery would jeopardize the safety, security, or orderly operation of the facility.

1. The Warden or the Warden's designee shall complete the Administrative Segregation Order detailing the reasons for placing a detainee in administrative segregation, before actual placement.
2. In an emergency, the detainee's placement in administrative segregation may precede the paperwork, which the Warden will prepare as soon as possible.
3. All memoranda, medical reports, and other relevant documents shall be attached to the segregation order.
4. A copy of the completed Administrative Segregation Order will be given to the detainee within 24 hours of placement in administrative segregation, unless delivery would jeopardize the safe, secure, or orderly operation of the facility.
5. The order will remain on file with the Special Management Unit (SMU) until the detainee is returned to the general population.
6. When the detainee is released from the SMU, the releasing officer will indicate date and time of release on the Administrative Segregation Order, then forward the completed order to the Classification Officer for insertion into the detainee's detention file.
7. If the segregation is ordered for PC purposes, the order shall state whether the detainee requested the segregation; also, whether the detainee requests a hearing concerning the segregation.
8. No Administrative Segregation Order is required for a detainee awaiting removal, release, or transfer within 24 hours.

**F. Review of Detainee Status in Administrative Segregation**

1. The SMU review committee, chaired by the Programs Coordinator shall conduct a review within 72 hours of the detainee's placement in administrative segregation to determine whether segregation is still warranted. The review shall include an interview with the detainee. A written record shall be made of the decision and the justification. The Administrative Segregation Review Form will be used for the review. If the detainee has been segregated for the detainee's protection, but not at the detainee's request, the signature of the Warden or Assistant Warden is required on the Administrative Segregation Review Form to authorize continued detention.
2. The SMU review committee shall conduct the same type of review after the detainee has spent seven days in administrative segregation, and every week thereafter for the first two months and at least every 30 days thereafter. The review shall include an interview with the detainee. A written record shall be made of the decision and the justification. [4-ALDF-2A-48, 2A-49]
3. A copy of the decision and justification for each review shall be given to the detainee, unless, in exceptional circumstances, this provision would jeopardize security. The detainee shall be given an

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opportunity to appeal a review decision to a higher authority within the facility. An additional copy will be placed in the detainees segregation file.

4. Immigration and Customs Enforcement Assistant Director, shall be notified when any detainee has been in administrative detention for more than 30 days. This notification shall be made through the on-site COR. The Region shall then consider whether transfer of the detainee to a facility where he/she may be placed in the general population would be appropriate.
5. If a detainee has been in administrative segregation for more than 30 days and objects to this status, the Warden shall review the case to determine whether that status should continue. This review shall take into account the views of the detainee. A written record shall be made of the decision and the justification. A similar review shall take place every 30 days.
6. After seven consecutive days in administrative segregation, the detainee may exercise the right to appeal to the Warden the conclusions and recommendations of any review conducted. The detainee may use any standard form of written communication, e.g., detainee request, to file the appeal.

**G. Conditions of Administrative Segregation (Basic Living Standards)**

1. Detainees in administrative segregation shall receive the same general privileges as detainees in the general population, consistent with available resources and security considerations for detainees, facility staff and security.
2. The quarters used for segregation shall be well ventilated, adequately lit, appropriately heated and maintained in a sanitary condition at all times. All cells must be equipped with beds.
3. The number of detainees confined to each cell or room in administrative segregation should not exceed the capacity for which it was designed. The Warden may approve excess occupancy, on a temporary basis, if the Warden finds that the other basic living standards can still be maintained.



Segregation housing units provide living conditions that approximate those of the general inmate population. All exceptions are clearly documented. Segregation cells permit the detainees assigned to them to converse with and be observed by staff members. Cells used for segregation encompass at least 70 square feet of floor area of which 35 square feet is unencumbered.

4. Clothing and bedding shall be issued to detainees in segregation. Detainees in segregation will be provided the same opportunity for the exchange of clothing, bedding and linen and for laundry as detainees in the general population.

A detainee in segregation may wear normal institutional clothing and shall be furnished a mattress and bedding. A detainee may not be segregated without clothing, mattress, blankets and pillow, except:

- a. When prescribed by a medical professional for medical or psychiatric reasons. If a detainee is so seriously disturbed that he/she is likely to destroy clothing or bedding, or to create a disturbance putting self or others at risk, the medical department shall be consulted immediately to determine whether a regimen of treatment and control may be instituted.
- b. When the Shift Supervisor determines the detainee poses a threat to self or property.

Exceptions shall occur only when necessary for security purposes, as determined by the Warden. Any exception, and the reasons, shall be recorded in the housing unit log.

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5. Detainees in segregation shall receive three nutritionally adequate meals per day, from the menu served to the general population. For security purposes, detainees in the SMU shall use disposable utensils only. Under no circumstances shall food be used as punishment. The ADC does not utilize alternative meals.
6. Segregated detainees shall have the opportunity to maintain a normal level of personal hygiene. Staff shall provide toilet tissue, a wash basin, tooth brush, shaving utensils, etc., as needed, and may issue retrievable kits of toilet articles.

Each segregated detainee shall have the opportunity to shower and shave at least daily, unless these procedures would present an undue security hazard. This security hazard will be documented and signed by the Warden or the Warden's designee, indicating his/her review and approval. Denial of showers will be temporary and situational, and will continue only as long as justified by the security threat.

7. Detainees in segregation will be provided, where practicable, barbering services. Exceptions to this procedure may be permitted only when found necessary by the Warden.
8. Detainees in segregation will be offered a minimum of two hour of exercise per day outside their cells, seven days per week.

These provisions shall be carried out, absent compelling security or safety reasons documented by the Warden. A detainee's recreation privileges may be withheld temporarily after a severely disruptive incident. Staff shall document by memorandum and logbook(s) notation every instance when a detainee is denied recreation. The memorandum shall be placed in the detainee's detention file as well as forwarding a copy of the action to the Warden.



The case of a detainee denied recreation privileges will be reviewed at least once each week, as part of the reviews required for all detainees in the unit. The reviewer will document whether the detainee continues to pose a threat to self, others, or facility security and, if so, why. Denial of recreation must be evaluated daily by the shift supervisor.

Denial of recreation privileges for more than 15 days requires the concurrence of the Warden and H.S.A. The Warden will notify ICE when a detainee is denied recreation privileges for more than 15 days.

When space and resources are available, detainees in administrative segregation will be able to participate in TV viewing, board games, socializing and work details (e.g., a housekeeper in the SMU); and provided opportunities to spend time outside their cells, over and above recreation periods.

9. The Warden will issue guidelines concerning the property that detainees may retain in administrative segregation.
10. A reasonable amount of non-legal reading material will be available to detainees in segregation. The detainee will also be permitted religious material, unless the religious item would pose a threat to security
11. Detainees in segregation will be permitted to retain a reasonable amount of personal legal material, unless this would create a security threat. If personal legal material is placed in storage, the detainee shall be able to access the material promptly, upon request.



	<p style="text-align: center;"><b>Aurora Detention Center</b> <b>POLICY AND PROCEDURE MANUAL</b></p> <p style="text-align: center;">10.2.11-AUR</p> <p>CHAPTER: Special Management Detainees TITLE: Special Management Unit Operations</p>	
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Detainees will be permitted to retain all personal legal material upon admittance to segregation, provided such material does not create a safety, security and/or sanitation hazard. Detainees with a large amount of personal legal material may be required to place a portion of the material in their personal property, with access permitted during designated hours. Requests to access such legal material should be met as soon as possible, but in no case longer than twenty-four (24) hours after receipt of the initial detainee request to retrieve documents, unless documented security concerns preclude action within this time-frame.

12. In addition to the direct supervision afforded by the unit officer, the Shift Supervisor shall see each segregated detainee daily, including weekends and holidays.

Unless medical attention is needed more frequently, each detainee in segregation receives a daily visit from a health care provider. The presence of a health care provider in the Special Management Unit is announced and recorded. The Health Services Administrator determines the frequency of physician visits to segregation units. The medical visit shall be notated on the SMU Activity Sheet. The medical professional will question each detainee to identify medical problems or requests. Any action taken will be documented in a separate logbook.

13. The facility shall follow the "Visitation" standard in setting visitation rules for detainees in segregation. Ordinarily, a detainee retains visitation privileges while in segregation.

14. Detainees in PC will not use the visitation room during normal visitation hours. In addition, violent and disruptive detainees may be limited to non-contact visitation. In extreme cases, visitation may be disallowed for a particular detainee where the visit would present an unreasonable security risk. Under no circumstances are detainees to participate in general visitation while in restraints. If the detainee's behavior warrants restraints, the visit will not be granted.

General visitation may be restricted or disallowed when a detainee, while in a segregation status, is charged with, or has been found to have committed, a prohibited act having to do with visiting guidelines or has otherwise acted in a way that would reasonably indicate that he or she would be a threat to the orderliness or security of the visiting room.

Detainees in segregation may not be denied legal visitation, but reasonable security precautions will be taken where necessary. Legal service providers and assistants will be notified of any security concerns prior to the meeting.



15. Detainees in segregation shall have the same correspondence privileges as detainees in the general population.

16. The facility shall follow the "Telephone Access" standard that provides guidelines for detainees in segregation. Detainees in administrative segregation will be permitted telephone access similar to that provided to detainees in the general population, but in a manner consistent with the special security and safety requirements of detainees in these units.

17. Members of the clergy may visit detainees in segregation, unless the Shift Supervisor determines the visit presents a security risk or will interfere with the orderly operating of the facility.

Violent and uncooperative detainees may be temporarily denied access to religious services until such time as their behavior and attitude warrants.

18. Detainees housed in segregation shall have the same law library access as the general population, consistent with security, although the facility may establish a policy of upon-request-only access. The level of supervision will depend on the individual's behavior and attitude.

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Leisure reading materials will be available as requested from the Library. [4-ALDF-2A-63]

Detainees in locked housing shall have the same law library access as the general population, consistent with security, the facility will grant access upon-request-only. The level of supervision will depend on the individual's behavior and attitude. [4-ALDF-2A-62]

Any denial of access to the law library will be supported by compelling security concerns, for the shortest period required for security, fully documented in the SMU housing logbook as well as notification to ICE every time law library access is denied. A general incident report will be placed in the detainee's detention file documenting the reason for the denial.

Detainees in the SMU for protective custody will be required to use the law library separately or will have requested legal material delivered to them.

19. Detainees in segregation shall have the same correspondence privileges as detainees in the general population (see the "Correspondence and Other Mail" standard).

#### **H. Placement in Disciplinary Segregation**

To provide detainees in the general population a safe and orderly living environment, facility authorities shall discipline anyone whose behavior does not comply with facility rules and regulations. This may involve temporary confinement apart from the general population, in the Special Management Unit (SMU). A detainee may be placed in disciplinary segregation only by order of the Institutional Disciplinary Committee (IDP), after a hearing in which the detainee has been found to have committed a prohibited act. [4-ALDF-2A-47]



The Disciplinary Hearing Officer may order placement in disciplinary segregation only when alternative dispositions would inadequately regulate the detainee's behavior.

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 Warden and the Field Office Director to determine if continued detention in Disciplinary Segregation is still warranted.

#### **I. Disciplinary Segregation Order**

A written order shall be completed and signed by the Disciplinary Hearing Officer before a detainee is placed in disciplinary segregation. A copy of the order shall be given to the detainee within 24 hours, unless delivery would jeopardize safety, security, or the orderly operation of the facility.

1. The Disciplinary Hearing Officer shall prepare the Disciplinary Segregation Order, detailing the reasons for placing a detainee in disciplinary segregation, before actual placement. All relevant documentation must be attached to the order.
2. A copy of the completed Disciplinary Segregation Order will be given to the detainee within 24 hours of placement in disciplinary segregation, unless delivery would jeopardize the safe, secure, or orderly operation of the facility.
3. The order will be maintained on file with the Special Management Unit (SMU) until the detainee is released from the SMU.

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4. When the detainee is released from the SMU, the releasing officer will indicate date and time of release on the Disciplinary Segregation Order, then forward the completed order to the Classification Officer for insertion into the detainee's detention file.

**J. Review of Detainee Status in Disciplinary Segregation**

1. The SMU review committee shall review the status of a detainee in disciplinary segregation within seventy-two hours of admission, every seven days for the first two months, and every thirty days thereafter to determine whether the detainee:
  - a. abides by all rules and regulations; and,
  - b. is provided showers, meals, recreation, and other basic living standards, weekly review(s) will include an interview with the detainee. The SDEO shall document his/her findings after every review, by completing a Disciplinary Segregation Review Form (I-887).
2. The SMU review committee may recommend the detainee's early release from the SMU upon finding that time in disciplinary segregation is no longer necessary to regulate the detainee's behavior.
3. An early-release recommendation must have the Warden's approval before the detainee can be returned to the general population.
4. The committee may shorten, but not extend, the original sanction.
5. All review documents shall be placed in the detainee's detention file.
6. Provided institutional security is not compromised, the detainee shall receive at each formal review, a written copy of the reviewing officer's decision and the basis for this finding.

**K. Conditions of Disciplinary Segregation (Basic Living Standards)**



1. The conditions of confinement will depend on the amount of supervision required to control the individual and safeguard other detainees and staff.
2. Detainees housed in disciplinary segregation generally have fewer privileges than those housed in administrative segregation. These detainees are subject to more stringent personal property control, restricted reading material, commissary privileges, etc.
3. The Warden shall maintain the same living levels of decency and humane treatment for each detainee in disciplinary segregation, regardless of the purpose for which the detainee has been segregated. When different treatment is required for security concerns presented by an individual detainee, staff shall prepare written documentation justifying this action. The Warden shall sign this document, indicating his/her approval.
4. Detainees in disciplinary segregation will be provided the same opportunity for the exchange of clothing, bedding, and linen and for laundry as detainees in the general population. If, for security purposes, the Warden authorizes an exception, the exception, and its justification, shall be documented in the SMU log.
5. A detainee may be deprived of clothing, mattress, blanket, pillow, etc., for medical or psychiatric reasons only, as determined by the Health Services Administrator.

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If a detainee is so seriously disturbed that he/she is likely to destroy clothing or bedding or create a disturbance risking harm to self or others, the medical department shall be notified immediately and a regimen of treatment and control shall be instituted by the Health Services Administrator.

6. As a rule, detainees in disciplinary segregation will have significantly fewer items of personal property than other detainees. With the exception of items of personal hygiene, detainees in disciplinary segregation may lose the privilege of making commissary purchases.
7. Access to legal and non-legal reading material shall be as follows:
  - a. The officer providing library services provide segregated detainee's leisure library access upon-request only. This request shall be made using the Detainee Request Form.
  - b. When developing the schedule for law library-access, the Warden will set aside blocks of time for the detainees in disciplinary segregation. These detainees will be afforded legal access comparable to, but not the same as, that of the general population. Security constraints may impose limits on law-library access.
  - Violent and/or uncooperative detainees may be temporarily denied access to the law library, until such time as their behavior and attitude warrants resumed access.
  - On a case-by-case basis, legal material may be brought to individuals in disciplinary segregation. Denial of access to the law library must be justified by compelling security concerns, be fully documented in the SMU logbook, and last no longer than necessary for security purposes.
  - Any denial of access to the law library will supported by compelling security concerns, for the shortest period required for security, fully documented in the SMU housing logbook as well as notification to ICE every time law library access is denied.
8. In accordance with the "Telephone Access" standard, detainees in disciplinary segregation not shall be restricted to telephone calls for the following purposes: [4-ALDF-2A-65]
  - a. calls relating to the detainee's immigration case or other legal matters, including consultation calls;
  - b. calls to consular/embassy officials; and
  - c. family emergencies, as determined by the Warden.
9. Segregated detainees shall be allowed visits by members of the clergy, upon request, unless the supervisor determines the visit presents a security risk or will interfere with the orderly operation of the facility.
  - a. The clergy member shall be told the detainees present state of behavior.
  - b. The clergy member must agree to meet the segregated detainee.
  - c. Violent and uncooperative detainees may be temporarily denied access to religious services until such time as their behavior and attitude warrants.
10. Detainees in segregation will receive a minimum of one hour of exercise per day outside their cells, seven days per week.

These provisions shall be carried out, absent compelling security or safety reasons documented by the Warden. A detainee's recreation privileges may be withheld temporarily after a severely disruptive incident. Staff shall document by memorandum and logbook(s) notation every instance

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when a detainee is denied recreation. The memorandum shall be placed in the detainee's detention file as well as forwarding a copy of the action to the Warden.

The case of a detainee denied recreation privileges will be reviewed at least once each week, as part of the reviews required for all detainees in the unit. The reviewer will document whether the detainee continues to pose a threat to self, others, or facility security and, if so, why.

Denial of recreation privileges for more than 15 days requires the concurrence of the Warden and H.S.A. The Warden will notify ICE when a detainee is denied recreation privileges for more than 15 days.

#### L. Forms and Reviews

1. A permanent log will be maintained in the SMU. The log will record all activities concerning the SMU detainees, e.g., meals served, recreation, visitors, etc.

**The SMU log will record the detainee's name, A-number, housing location, date admitted, type of infraction or reason for admission, tentative release date (for detainees in disciplinary segregation, administrative detention shall be noted as UNK for unknown), special medical or psychiatric problems or needs and the authorizing official. All releases from the unit will be similarly recorded.**

All persons visiting the unit will sign a separate log, giving time and date of visit. Unusual activity or behavior of individual detainees will be recorded in the log, with a follow-up memorandum sent through the Warden to the detainee's file.

2. The SMU/Segregation Activity Sheet shall be prepared immediately upon the detainee's placement in the SMU. The form will be filled out at the end of each shift or as the activity takes place.

The special housing officer for each shift will record whether the detainee ate, showered, exercised and took any medication. The record will also be used to notate additional information, e.g., if the detainee has a medical condition, has exhibited suicidal/assaultive behavior, etc.



The facility medical staff will be required to sign each individual record when he/she visits the detainee in segregation.

A new record must be created for each week the detainee is in segregation or when the reason for placement changes such as Administrative Segregation to Disciplinary. The completed Special Housing Activity Sheets will be retained in the SMU until the detainee is released from SMU.

Upon release from the SMU, the releasing officer will ensure that the entire housing unit record relating to the detainee is attached to the Segregation Order and forwarded to the Classification Officer for inclusion in the detainee's detention file.

#### M. Staffing

1. The Chief of Security will select officers for assignment to the SMU on a rotational basis for their experience, judgment, and ability to manage detainees professionally. Supervision of these staff and unit operations will be a priority for management personnel, as indicated by the specified frequency of supervisory visits to the unit. Staff assigned to work in the special management unit is selected based on criteria that include: completion of probationary period, experience and suitability for this

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population. Staff is closely supervised with documented quarterly reviews conducted by the shift supervisor. There are provisions for rotation to other duties.

2. All staff assigned to SEG/SMU will receive training that includes information regarding the type of detainees housed in the unit; a course in dealing with detainees typically retained in segregated status; information on the rules governing SMU operation; special instructive discussions relative to safety and security precautions unique to the SMU area; and a basic course covering Aurora/ Detention Center policies governing discipline and the use of segregation.

**N. High Security Cell Access**

High security cells will be specially marked with a notice to designate that a two-officer rule is in operation for the occupant. That cell will only be opened with two officers present. Two officers will remain in the SMU area during the out of cell time for that detainee. High security designations will be made in selected cases. Criteria for such a designation is:

1. Demonstrated violent behavior toward staff;
2. Demonstrated violent behavior toward other detainees;
3. Demonstrated or reported serious escape history or risk; and
4. Other case-by-case circumstances which warrant the high security designation.

Staff may make a recommendation for such action through their supervisor. The Warden or the Wardens designee will make the final decision.

**O. Property and Contraband Control**

Control of property and contraband will include a thorough search and inventory of all personal property brought by a detainee to the unit.



Detainees in disciplinary status may be precluded from commissary purchases.

A secure property storage area is provided in the Intake property room. All property placed in storage will be thoroughly searched and inventoried, and a copy of the inventory sheet will be provided to the detainee.

Food service carts, laundry carts and commissary bins will be thoroughly inspected and searched by staff to prevent the introduction of contraband.

Supervisory staff may remove otherwise permissible items from the cell of a detainee in locked unit status when those items are being used by the detainee to harm himself or herself or others, create a disturbance, or otherwise disrupt the orderly operation of the unit. Such instances will be documented in memo form or using a General Incident Report (GI), placed in the unit log and the individual detainee log sheet, and a copy of the memo or GI will be forwarded to the Chief of Security and the Warden. The Chief of Security must personally approve all such instances that last longer than twenty-four hours.

**P. Special Management Unit Programs**

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The programs and activities named below will be available to detainees in the locked housing unit providing documented security or safety considerations do not prevent delivery of such programs for limited periods.

Isolated recreation and exercise will be provided to all detainees in the locked housing unit no fewer than seven times each week for one hour. Detainees may be denied access to recreation on a determination, documenting in writing, that the individual involved presents a serious danger to themselves or others or to institutional security. [4-ALDF-2A-64]

Showers will be offered daily. Detainees will be permitted to shave at this time. Detainees receive laundry, barbering, and hair care services, and are issued and exchange clothing, bedding, and linen on the same basis as detainees in the general population. Exceptions are permitted only when determined to be necessary. Any exception is recorded in the unit log and justified in writing. [4-ALDF-2A-57]

Crisis counseling and other social services will be provided to detainees on an in-cell basis. Detainees requiring private counseling may be moved in restraints to a room where the counseling staff member will remain under the observation of a second staff member, who may be outside the room. The detainee will remain in restraints.

Detainees in locked housing are provided prescribed medication, clothing that is not degrading and access to basic personal items for use in their cells unless there is imminent danger that a detainee or any other detainee(s) will destroy an item or induce self-injury. [4-ALDF-2A-56]

Religious counseling and materials will be permitted in the unit, as provided by approved religious representatives and approved by the Chief of Security. The Chief of Security in conjunction with the Programs Coordinator will determine which religious volunteers, if any, will be permitted to visit the unit and under whose supervision.

Detainees in locked housing can write and receive letters on the same basis as detainees in the general population. [4-ALDF-2A-60]

Social and legal visiting will be permitted for all detainees in locked status provided they are not under visiting restrictions imposed as part of disciplinary actions. Detainees in locked status may visit in the general non-contact visiting area. [4-ALDF-2A-61]

All participation or refusal to participate in recreation, showers, meals, staff interviews, visits or other major unit activities will be logged in the detainees' individual activity sheet.



**Q. Food Service Operations**

Food service operations will be under the general oversight of the Food Services Administrator and will include in-cell service of meals that are the same as those served to the general population.

No detainee will be used to serve food in the unit.

Staff will ensure that food delivered to detainees is at the proper temperature. Modification, reduction, or termination of meals will not be used as a behavioral control measure or for punishment.

Unit staff is responsible for ensuring the sanitary conditions of all utensils and trays.

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Detainees who use food or other meal-related items to disrupt operations or threaten others will be served the same food as the general population. However, Styrofoam or disposable trays may be substituted for the regular food tray. [4-ALDF-2A-59]

**R. Other Unit Programs**

The following programs and services are in operation in the locked unit:

1. Detainees may participate in such educational programs as can be provided within the confines of the unit, consistent with the security needs of the unit
2. In-cell programs such as leisure reading, self-study courses, and other activities will be made available to detainees in non-disciplinary status; detainees in disciplinary status may be limited in the number of reading items permitted in their possession at any one time.
3. Sanitation in the unit will be maintained at a high level. Detainees will be responsible for cleaning their own cells. The Chief of Security, on unit staff's recommendation, may approve specially screened detainees housed in the unit for duty as orderlies.

4.

**S. Tours**

Staff mobility and supervisory visibility in locked units are important factors in ensuring smooth operations.

Detainees in segregation receive daily visits from the Chief of Security, members of the program staff on request, and a qualified health care daily unless medical attention is needed more frequently. Detainees requiring medication will be provided that medication as prescribed [4-ALDF-2A-53]

The Food Services Administrator will observe the service of meals once a week in locked units. The Chaplain, classification, or social work staff and other program staff will visit all detainees in locked units as often as necessary to meet the needs of those cases, but in any event no fewer than once a week.

The Shift Supervisor will visit the locked units twice each shift.

A designated medical staff member will visit the unit at least daily and will be available as needed for other required care. Detainees requiring medication will be provided that medication as prescribed.

The Warden, Assistant Wardens and Department Heads will visit detainees confined to the segregation unit weekly.



**T. Other Considerations**

Protective custody cases will require separation, at a minimum, from the detainees by whom they are threatened. In most cases, separation from all other detainees will be required. Records on these cases should reflect their status, any known separates, and any other special precautions that must be taken.

In many instances, careful movement through the facility and in the admission/release process will be needed. When it is necessary in the judgment of the Chief of Security; two staff members will be used to escort protective custody cases for such moves.

Detainees with medical and psychiatric aspects to their cases will be handled in accordance with the medical orders for those cases as long as those orders do not conflict with the facility's security needs. In any case in which there appears to be such a conflict, the Shift Supervisor and, if necessary, the Chief of Security or Warden, will resolve the issue with the Health Services Administrator.



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U. Case Reviews

The SMU review committee will review each locked unit detainee's case within seventy-two hours of admission, every seven days for the first two months, and at least every thirty days thereafter. [4-ALDF-2A-48]

**THIS POLICY WILL BE REVIEWED AT LEAST ANNUALLY AND UPDATED AS NEEDED.**

Gray highlighted areas are the changes made to the current revision.

QUESTIONS/SUGGESTIONS REGARDING THIS POLICY SHALL BE ADDRESSED TO THE ASSISTANT WARDEN OF OPERATIONS.

# **Exhibit Z**



## Shift Supervisor Daily Log/Post Assignments

AURORA DETENTION CENTER

<b>Date: Wednesday June 17, 2015</b>	<b>Shift: 1<sup>st</sup> 2245-0715</b>	<b>Lt. Evans</b>	
<b>Facility Count Beginning: 493</b>	<b>Facility Count End: 493</b>	<b>ICE: 421</b>	<b>USMS: 72</b>

Master Control	Hill	Visitation	N/A	USMS	
Master Control	N/A	Library Officer (5 day)	N/A	Housing Unit C1	N/A
Housing Unit A1	N/A	Utility Rover Officer	Schmitt	Housing Unit C2	Fryer
Housing Unit A2	Broussard -PT	Utility Rover Officer	Meany	Housing Unit C3	N/A
Housing Unit A3	N/A	Warehouse/Sallyport	N/A	Housing Unit C4	Simmons
Housing Unit A4	Fleming/Huerta	Lobby Officer	N/A	Escort Officer	N/A
Housing Unit B1	N/A	Armory Officer	N/A	Visitation Officer	N/A
Housing Unit B2	Blatnik/Hoskins	Perimeter Officer	McCray		
Housing Unit B3	Lynch	Perimeter Officer	Johnson		
Housing Unit B4	Gerstein	Intake Officer	Romero		
Housing Unit D	Weese	Intake Officer	N/A		
Medical Officer	Schumacher-PT	Lead Class. Officer	N/A		
Segregation E1	Perry	Classification Officer	N/A		
Segregation E2	Lamb	Court Officer	N/A		
Laundry Officer	N/A	Court Officer	N/A		
Recreation	N/A	Court Officer	N/A		
Recreation	N/A	Court Officer	N/A		
Transport	Garcia/Fillippov				

Other Posts, i.e. Suicide Watch, Janitorial	<b>Good=Wax Crew/Key Count/Short=Ramadan@0300</b>
First Responders	<b>Schmitt/Meany/Blatnik/Gerstein/Broussard/Huerta</b>
Camera Operators	<b>Romero/Weese</b>
Call-Offs	<b>Harris/Beauman/Funk/Dejager/Pagan</b>
Training	<b>Fire arms = Reed,</b>

Sick Call Completed:  YES  NO

Shake-down Search(es) completed:  YES  NO

All Post Logs reviewed and Signed:  YES  NO

Institution Cleanliness: Satisfactory.

Number of Incidents: On 6/17/15, at approximately 23:00 hours, a code blue was called in A-4, by D/O Fleming. Upon the arrival of the medical staff and 1<sup>st</sup> responders. A detainee later identified as [Redacted - PII] was complaining of chest pains. He was attended to by medical and a standown of the code blue was called by me. Detainee [Redacted - PII] was taken to medical and examined. At approximately 00:30 6/18/15, detainee [Redacted - PII] was placed back in his dorm without incident.

On 6/18/15. At approximately 06:00 detainee, [Redacted - PII] B-4-205-4, was placed in Seg/Smu pending an investigation rules violation #306, refusing to clean assigned living area.

Comments: Ramadan ,was held from 03:15-0500 in B-1/A/1dorms

\_\_\_\_\_  
Shift Supervisor Signature and Date

THE GEO GROUP, INC.  
AURORA/I.C.E.PROCESSING CENTER

**SUPERVISOR SUPPLEMENTAL REPORT**

CASE NUMBER

+ [ ]

Supervisor's Name : ( Print)	Time	Date	Duty Assignment
James Gerstein	0700	08/31/2014	Lieutenant

Supervisor's Action(s) and Summary:

On 8/31/2014 at 0700 hours, Detainees [Redacted - PII] [Redacted - PII] [Redacted - PII] [Redacted - PII] and [Redacted - PII] [Redacted - PII] were placed into segregation due to refusing an order to clean housing unit A-1 on assigned day. Detainees have completed a pre-segregation evaluation by medical staff, and were placed into the Special Housing Unit.

Recommendation(s):

Force Used:

YES  NO

Explain:

Restraints Used:

YES  NO

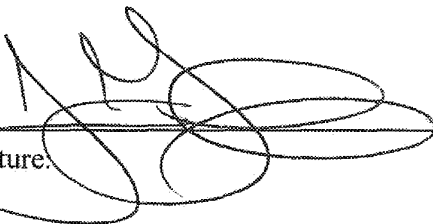
Type Used: Mechanical

Time Applied: 0705

Time

Removed: 0715

Justification: Being escorted from A-1 housing unit to Segregation Housing Unit after being cleared by Medical.

Signature: 

Date: 8/31/14

**INCIDENT OF PROHIBITED ACTS AND NOTICE OF CHARGES**

Detainee Name: **Redacted - PII** A-Number: **Redacted - PII**

ID#: 107-9 Nationality: Mexico

Date & Time of Incident: August 31, 2014 0600 Housing Assignment: A1

Incident Location: A1 107 Work Assignment: N/A

Classification Level: H

**PROHIBITED ACTS:**

- 1. Refusal to clean assigned living area Code: 306
- 2. Refusal to obey officer order Code: 307
- 3. \_\_\_\_\_ Code: \_\_\_\_\_
- 4. \_\_\_\_\_ Code: \_\_\_\_\_

Description of Incident: **Redacted - PII** was on the cleanup list and refused to clean, detainee was then given a direct verbal order to assist in his cleaning duties and still refused

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Staff Witnesses?  Y  N Evidence Attached? Y  N/A

Supporting Reports: Y  N/A

Name of Reporting Officer: Goodman Date and Time: August 31, 2014 0700 Signature: [Signature]

Reviewed for accuracy prior to investigation by: LT. Knight  
 Supervisor  
8/31/14 @ 0745  
 Date and Time

Classification Level Change? Y  N

Level change from \_\_\_\_\_ to \_\_\_\_\_

Rev. 11/13

**INCIDENT OF PROHIBITED ACTS AND NOTICE OF CHARGES**

Detainee Name: **Redacted - PII** A-Number: **Redacted - PII**

ID#: 107-6 Nationality: Mexico

Date & Time of Incident: August 31, 2014 0600 Housing Assignment: A1

Incident Location: A1 107 Work Assignment: N/A

Classification Level: M.H.

**PROHIBITED ACTS:**

- 1. Refusal to clean assigned living area Code: 306
- 2. Refusal to obey officer order Code: 307
- 3. \_\_\_\_\_ Code: \_\_\_\_\_
- 4. \_\_\_\_\_ Code: \_\_\_\_\_

Description of Incident: **Redacted - PII** was on the clean up list and refused to clean, detainee was then given a direct verbal order to assist in his cleaning duties and still refused

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Staff Witnesses?  Y  N Evidence Attached? Y  N  N/A

Supporting Reports: Y  N  N/A

Good Poyan August 31, 2014 0700 [Signature]  
 Name of Reporting Officer Date and Time Signature

Reviewed for accuracy prior to investigation by: LT. [Signature]  
 Supervisor  
8/31/14 @ 0745  
 Date and Time

Classification Level Change? Y  N

Level change from \_\_\_\_\_ to \_\_\_\_\_

Rev. 11/13

**INCIDENT OF PROHIBITED ACTS AND NOTICE OF CHARGES**

Detainee Name: **Redacted - PII** A-Number: **Redacted - PII**

ID#: 107-5 Nationality: El Salvador

Date & Time of Incident: August 31, 2014 0600 Housing Assignment: A1

Incident Location: A1 107 Work Assignment: N/A

Classification Level: M.H.

**PROHIBITED ACTS:**

- 1. Refusal to clean assigned living area Code: 306
- 2. Refusal to obey officer order Code: 307
- 3. \_\_\_\_\_ Code: \_\_\_\_\_
- 4. \_\_\_\_\_ Code: \_\_\_\_\_

Description of Incident: **Redacted - PII** was on the cleanup list and refused to clean, detainee was then given a direct verbal order to assist in his cleaning duties and still refused

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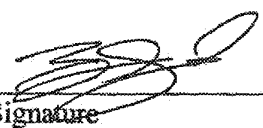
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Staff Witnesses?  Y  N Evidence Attached? Y  N  N/A

Supporting Reports: Y  N  N/A

Good, Bryan August 31, 2014 0700 

Name of Reporting Officer Date and Time Signature

Reviewed for accuracy prior to investigation by: V. Knight

Supervisor  
8/31/14 @ 0745

Date and Time

Classification Level Change? Y  N

Level change from \_\_\_\_\_ to \_\_\_\_\_

Rev. 11/13

**INCIDENT OF PROHIBITED ACTS AND NOTICE OF CHARGES**

Detainee Name: **Redacted - PII** A-Number: **Redacted - PII**

ID#: 107-4 Nationality: Mexico

Date & Time of Incident: August 31, 2014 0600 Housing Assignment: A1

Incident Location: A1-107 Work Assignment: N/A

Classification Level: MH

**PROHIBITED ACTS:**

- 1. Refusal to clean assigned dining area Code: 306
- 2. Refusal to obey officers order Code: 307
- 3. \_\_\_\_\_ Code: \_\_\_\_\_
- 4. \_\_\_\_\_ Code: \_\_\_\_\_

Description of Incident: **Redacted - PII** was on the clean up list and refused to clean, detainee was then given a direct verbal order to assist in his cleaning duties and still refused

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Staff Witnesses?  Y  N Evidence Attached? Y  N  N/A

Supporting Reports: Y  N  N/A

Good Bryan August 31, 2014 0600 [Signature]

Name of Reporting Officer Date and Time Signature

Reviewed for accuracy prior to investigation by: [Signature]

Supervisor  
8/31/14 e 0745

Date and Time

Classification Level Change? Y  N

Level change from \_\_\_\_\_ to \_\_\_\_\_

Rev. 11/13



**INCIDENT OF PROHIBITED ACTS AND NOTICE OF CHARGES**

Detainee Name: **Redacted - PII** A-Number: **Redacted - PII**

ID#: 107-3 Nationality: Guatemala

Date & Time of Incident: August 31, 2014 0600 Housing Assignment: A1

Incident Location: A1-107 Work Assignment: N/A

Classification Level: H

**PROHIBITED ACTS:**

- 1. Refusal to clean assigned living area Code: 306
- 2. Refusal to obey officer order Code: 307
- 3. \_\_\_\_\_ Code: \_\_\_\_\_
- 4. \_\_\_\_\_ Code: \_\_\_\_\_

Description of Incident: **Redacted - PII** uses on the clean up list and refused to clean, detainee was then given a direct verbal order to assist in his cleaning duties and still refused.

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Staff Witnesses?  Y  N Evidence Attached? Y  N  N/A

Supporting Reports: Y  N  N/A

Good Bryan August 31, 2014 0700 

Name of Reporting Officer Date and Time Signature

Reviewed for accuracy prior to investigation by: LT. Knight

Supervisor 8/31/14 @ 0745

Date and Time

Classification Level Change? Y  N

Level change from \_\_\_\_\_ to \_\_\_\_\_

Rev. 11/13

**INCIDENT OF PROHIBITED ACTS AND NOTICE OF CHARGES**

Detainee Name: **Redacted - PII** A-Number: **Redacted - PII**

ID#: 107-2 Nationality: Mexico

Date & Time of Incident: August 31, 2014 0600 Housing Assignment: A1

Incident Location: A1-107 Work Assignment: N/A

Classification Level: M.H.

**PROHIBITED ACTS:**

- 1. Refusal to clean assigned living area Code: 306
- 2. Refusal to obey officer orders Code: 307
- 3. \_\_\_\_\_ Code: \_\_\_\_\_
- 4. \_\_\_\_\_ Code: \_\_\_\_\_

Description of Incident: **Redacted - PII** was on the clean up list and refused to clean, detainee was then given a direct verbal order to assist in his cleaning duties and still refused.

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Staff Witnesses?  Y  N Evidence Attached? Y  N  N/A

Supporting Reports: Y  N  N/A

Good, Bryan August 31, 2014 0700 [Signature]

Name of Reporting Officer Date and Time Signature

Reviewed for accuracy prior to investigation by: [Signature]

Supervisor 08/31/14 @ 0745

Date and Time

Classification Level Change? Y  N

Level change from \_\_\_\_\_ to \_\_\_\_\_

Rev. 11/13

INCIDENT OF PROHIBITED ACTS AND NOTICE OF CHARGES

Detainee Name: Musoev, Umar A-Number: 97830357

ID#: M2574 Nationality: Taji

Date & Time of Incident: 7/21/09 0645 Housing Assignment: 2

Incident Location: Dormitory 2 Work Assignment: Sweep Floors

Classification Level: \_\_\_\_\_

PROHIBITED ACTS:

- 1. Refusal to clean assigned living area. Code: 306
- 2. Refusing to obey staff member/officer's order Code: 307
- 3. \_\_\_\_\_ Code: \_\_\_\_\_
- 4. \_\_\_\_\_ Code: \_\_\_\_\_

Description of Incident: On Tuesday 7/21/09 at approximately 0645 hours 2 Dorm Trustee informed me the common area floor was still dirty. I checked the floor and saw food particles under the tables. I informed Detainee Musoev of my findings and requested him to sweep the floor. Detainee Musoev refused. I requested W.C. Lobatto to intervene. Detainee Musoev again refused. I requested Detainee to be removed. Lt. Lobatto ordered Detainee to be relocated to segregation.

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Staff Witnesses?  Y  N Evidence Attached?  Y  N  N/A

Supporting Reports:  Y  N  N/A

Lehman 7/21/09 0725 [Signature]  
 Name of Reporting Officer Date and Time Signature

Reviewed for accuracy prior to investigation by: S. M. Bowlett  
 Supervisor  
07-21-09 0645  
 Date and Time

Classification Level Change?  Y  N

Level change from \_\_\_\_\_ to \_\_\_\_\_

Rev. 1/04

to the detainee on \_\_\_\_\_ (Date)

La 370

IV. Findings:

- a. The Act was Committed as Charged
- b. The Following Act was Committed: 308 + 413
- c. No Prohibited Act was Committed (307 + 223 dropped)

V. Specific Evidence Relied on to Support Findings:  
*Detainee's own admission to kicking the storage bin + failure to keep his living space clean, tidy, + sanitary - det. handbook pg. 21 discusses excessive legal paperwork*

VI. Sanctions or Action Taken: Offense Severity:

*3 days disciplinary segregation - detainee Cohen has opted to stay housed in Admin Seg. (PC) after his three days disciplinary seg. time is up.*

VII. Reason for Sanction or Action Taken:  
*Third write-up this month for failure to keep his living space clean, tidy, + sanitary*

*[Signature]*  
 Hearing Board Chairperson

3/30/09  
 Date

*[Signature]*  
 Hearing Board Member

3-30-09  
 Date

N/A  
 Hearing Board Member

\_\_\_\_\_  
 Date

VIII. Review and Concur:

- A. Concur with findings: *[Signature]*
- B. Proceedings terminated: \_\_\_\_\_
- C. Discipline Imposed: \_\_\_\_\_

Facility Administrator's Signature: *[Signature]* Date/Time: 3.30.09  
 Copy delivered to detainee by: *[Signature]* classification on 3/31/09  
 (Signature and Title) (Date)

**INCIDENT OF PROHIBITED ACTS AND NOTICE OF CHARGES**

Detainee Name: Adame-Villalobos, D. A-Number: 206528359

ID# N/A Nationality: Mexico

Date & Time of Incident: 08/03/14@1125 Housing Assignment: A3-105

Incident Location: Dayroom A3 Work Assignment: N/A

Classification Level: Medium High

**PROHIBITED ACTS:**

- |   |                  |
|---|------------------|
| 1. <u>Insolance towards staff</u>               | Code: <u>308</u> |
| 2. <u>Failure to clean assigned living area</u> | Code: <u>306</u> |
| 3. _____  | Code: _____      |
| 4. _____  | Code: _____      |

**Description of Incident:**  
On the above date and time Detainee Adame-Villalobos, Diego was assigned to spray off the tables, windows and telephones for the day. Detainee Adame told me, "Fuck you guys you can't make me clean". Detainee Adame did not clean his assigned living unit as instructed. Lt. Knight arrived and had Detainee Adame taken to the segregation unit via medical.

Staff Witnesses  Y  N Evidence Attached? Y  Y  N  N/A

Supporting Reports? Y  Y  N  N/A

DO O'Donnell 080314@1125 [Signature]  
Name of Reporting Officer Date and Time Signature 8-3-14

Reviewed for accuracy prior to investigation by: [Signature]  
Supervisor 8/3/14 @ 1327  
Date and Time

Classification Level Change? Y  Y  N

Level change from \_\_\_\_\_ to \_\_\_\_\_

Rev. 11/13

**INCIDENT OF PROHIBITED ACTS AND NOTICE OF CHARGES**

Detainee Name: Madrid Ulloa Jose A-Number: 200582618

ID#: 200582618 Nationality: Nica

Date & Time of Incident: 9-16-11 2230hrs Housing Assignment: B-3-204

Incident Location: B-3 Work Assignment: N/A

Classification Level: \_\_\_\_\_

**PROHIBITED ACTS:**

- 1. Refusing to obey a officer's order Code: 307
- 2. \_\_\_\_\_ Code: \_\_\_\_\_
- 3. \_\_\_\_\_ Code: \_\_\_\_\_
- 4. \_\_\_\_\_ Code: \_\_\_\_\_

Description of Incident:  
ON Friday 9-16-11 at 2230hrs D/o Barahona ask detainee Madrid Ulloa Jose 200582618 to help to Clean dorm "mop", detainee stated fuck no I didnt come here to clean. This writer then gave Madrid a direct order to help mop dorm, Madrid then Stated I am not cleaning take to the hole I don't care. Due to this incident watch commader was notified and authorized the writing of this report.

Staff Witnesses:  Y  N Evidence Attached: Y  N  N/A

Supporting Reports:  Y  N  N/A

Barahona 9-16-11 2230hrs / Barahona  
 Name of Reporting Officer Date & Time Signature

Reviewed for accuracy prior to investigation by: \_\_\_\_\_  
 Supervisor  
9/16/11  
 Date and Time

Classification Level Change:  Y  N Level change from 1 to 3

[Signature]  
9/20/2011

THE GEO GROUP, INC.  
AURORA/L.C.E.PROCESSING CENTER

**SUPERVISOR SUPPLEMENTAL REPORT**

CASE NUMBER  
**Safety**

Supervisor's Name : ( Print)	Time	Date	Duty Assignment
Chester Evans	22:33	7/16/11	Watch Commander

Supervisor's Action(s) and Summary:

On the above date and approximate time, I called to B-3 by Dorm Officer Barahona. Upon my arrival, D/O Barahona was standing with a detainee later identified as (200582618) (Madird-Ulloa, Jose. D/O Barahona stated he asked (200582618) to clean but he refused, and said to him "fuck you" I am not cleaning, so take me to the hole. I asked (200582618) why he didn't want to clean. He said that he didn't really want to clean. At this time (200582618) was handcuffed (hands behind his back) and escorted to medical by D/O Cosados. He was examined by medical and placed in Seg/Simu pending and investigation for rule violation. EOR.

Recommendation(s):

Investigation

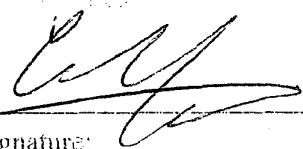
Force Used:

YES       NO      Explain:

Restraints Used:

YES       NO      Type Used: Handcuffs Time Applied: 22:33      Time Removed: 23:15

Justification: Safety/Security

  
Signature:

9/14/11  
Date:

# **Exhibit AA**



**Detainee Work Detail Application  
The GEO Group, Inc/Aurora/ICE Processing Center**

Detainee Name	Detainee Number	Dorm	Date	Arrival Date
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This Facility has a work member detail program for the following areas. If you would like to participate please indicate by checking the box following the position.

POSITION	POSITION	
Food Service (Kitchen)	Barbershop	
Laundry	Maintenance	
Dorm Cleaning	Library	
Housekeeping (Days)	Exterior	
Housekeeping (Nights)	Intake	
Recreation	Medical Detail	
Recreation Tec. Assistant	Seg/SMU Clean-up	
Floor Crew	Special Detail	

**(For GEO USE ONLY)** Area(s) Approved: \_\_\_\_\_

There are 40 paid positions in the work member detail program. If all paid positions are filled, would you be interested in working on a voluntary basis? **YES** \_\_\_ **NO** \_\_\_

Please list all previous experience in the specific areas that you are interested in working:

\_\_\_\_\_

**Work Detail Orientation**

1. Work detail members will wear complete and clean uniforms.
2. Work detail members will report directly to their job assignment on time. Work detail members will also remain on their job assignment (except as excused and escorted to the dorms or other location) until their work assignment is completed.
3. Work detail members will take extra care to follow all facility rules and job assignment requirements.
4. Work detail members will not aid anyone in passing notes or any other items from one detainee to another.
5. Work detail members charged with a rule violation will be suspended pending the outcome of a disciplinary hearing. You will be required to wait 60 days to reapply for a job assignment.
6. Work detail members who fail to perform to the job's expectation will be terminated from their job assignment.
7. Work detail members will receive \$1.00 per work day. The maximum paid out will be \$1.00 per day. You must sign the detainee pay sheet on the day the work is performed. Failure to sign the sheet may result in not getting paid for the day.
8. All work detail members serve at the pleasure of the facility and may be removed from their work status without prior notice of justification.

**Detainee Voluntary Work Program Agreement**

Detainees that participate in the volunteer work program will not be permitted to work in excess of eight (8) hours daily or 40 hours weekly.

Detainees that participate in the volunteer work program are required to work according to an assigned work schedule and to participate in all work related training. Unexcused absence from work or unsatisfactory work performance could result on removal from the voluntary work program. Detainees must adhere to all safety regulations and to all medical and grooming standards associated within the work assignment.

I, \_\_\_\_\_, # \_\_\_\_\_ have read, understand and agree to comply with the above. I have received and  
(Detainee Name)

Understand relevant training regarding my work assignment.

Work Assignment	Detainee ID#	Detainee Signature	Date
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