

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF PAGES 1   60	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER HSCEDM-11-R-00005	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 02/16/2011	6. REQUISITION/PURCHASE NUMBER
7. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite 930 Washington DC 20536		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 3 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in \_\_\_\_\_ until 1200 ES local time 04/05/2011  
(Hour) (Date)

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

<b>10. FOR INFORMATION CALL:</b>	A. NAME Amy Wire	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS Amy.Wire@dhs.gov
		AREA CODE 202	NUMBER 732-2387	EXT.	

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

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

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232.8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
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14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

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

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

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

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

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

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The purpose of this solicitation is to acquire detention services to house detainees in the San Antonio Area of Responsibility. The Contractor will be responsible for the detention, security, control, and well-being of detainees, and their personal possessions. The Contractor shall furnish, 24 hours per day, 7 days per week, 365 days a year the necessary physical structure, equipment, facilities, personnel, and services to provide detention services for male adult detainees at a single facility and provide for any transportation as needed.</p> <p>The Contract is for a Base period and four (4) one-year options FOB: Destination</p>				
0001	<p>Detention Services Base period Product/Service Code: S206 Product/Service Description: GUARD SERVICES Period of Performance: 06/26/2011 to 06/25/2012</p>				
0002	<p>Emergency/surge Detention Services (Beds over the 1800 in Item 0001) Base period Product/Service Code: S206 Product/Service Description: GUARD SERVICES Period of Performance: 06/26/2011 to 06/25/2012</p>				
0003	<p>Transportation Service (Routes Listed in Attachment 6) Base period Product/Service Code: S206 Product/Service Description: GUARD SERVICES Period of Performance: 06/26/2011 to 06/25/2012</p>				
0004	<p>Transportation Service (Additional Routes not listed in attachment 6) Base period Product/Service Code: S206 Product/Service Description: GUARD SERVICES Period of Performance: 06/26/2011 to 06/25/2012</p>				
0005	<p>On Call Detention Services Base period Product/Service Code: S206 Product/Service Description: GUARD SERVICES Period of Performance: 06/26/2011 to 06/25/2012</p> <p>Continued ...</p>				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0006	Detainee Work Program (In Accordance with the 2008 PBNDS)) Base period Product/Service Code: S206 Product/Service Description: GUARD SERVICES Period of Performance: 06/26/2011 to 06/25/2012				
0007	30 day transition in period (if required) Base period Product/Service Code: S206 Product/Service Description: GUARD SERVICES Period of Performance: 06/26/2011 to 06/25/2012				
1001	Detention Services Option period one (Option Line Item) 04/26/2012 Product/Service Code: S206 Product/Service Description: GUARD SERVICES Period of Performance: 06/26/2012 to 06/25/2013				
1002	Emergency/surge Detention Services (Beds over the 1800 in Item 1001) Option period one (Option Line Item) 04/26/2012 Product/Service Code: S206 Product/Service Description: GUARD SERVICES Period of Performance: 06/26/2012 to 06/25/2013				
1003	Transportation Service (Routes listed in Attachment 6) Option period one (Option Line Item) 04/26/2012 Product/Service Code: S206 Product/Service Description: GUARD SERVICES Period of Performance: 06/26/2012 to 06/25/2013				
1004	Transportation Service (Additional Routes not listed in attachment 6) Option period one (Option Line Item) 04/26/2012 Product/Service Code: S206 Product/Service Description: GUARD SERVICES Period of Performance: 06/26/2012 to 06/25/2013				
1005	On Call Detention Services Option period one Continued ...				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(Option Line Item) 04/26/2012 Product/Service Code: S206 Product/Service Description: GUARD SERVICES Period of Performance: 06/26/2012 to 06/25/2013				
1006	Detainee Work Program (In accordance with the 2008 PBND)Option period one (Option Line Item) 04/26/2012 Product/Service Code: S206 Product/Service Description: GUARD SERVICES Period of Performance: 06/25/2012 to 06/24/2013				
2001	Detention Services Option period two (Option Line Item) 04/26/2013 Product/Service Code: S206 Product/Service Description: GUARD SERVICES Period of Performance: 06/25/2013 to 06/25/2014				
2002	Emergency/surge Detention Services (Beds over the 1800 in Item 2001) Option period two (Option Line Item) 04/26/2013 Product/Service Code: S206 Product/Service Description: GUARD SERVICES Period of Performance: 06/25/2013 to 06/25/2014				
2003	Transportation Service (Routes listed in Attachment 6) Option period two (Option Line Item) 04/26/2013 Product/Service Code: S206 Product/Service Description: GUARD SERVICES Period of Performance: 06/26/2013 to 06/25/2014				
2004	Transportation Service (Additional Routes not listed in attachment 6) Option period two (Option Line Item) 04/26/2013 Product/Service Code: S206 Product/Service Description: GUARD SERVICES Period of Performance: 06/26/2013 to 06/25/2014				
2005	On Call Detention Services Continued ...				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Option period two (Option Line Item) 04/26/2013 Product/Service Code: S206 Product/Service Description: GUARD SERVICES Period of Performance: 06/26/2013 to 06/25/2014				
2006	Detainee Work Program (In accordance with the 2008 PBNDS)Option period two (Option Line Item) 04/26/2013 Product/Service Code: S206 Product/Service Description: GUARD SERVICES Period of Performance: 06/26/2013 to 06/25/2014				
3001	Detention Services Option period three (Option Line Item) 04/26/2014 Product/Service Code: S206 Product/Service Description: GUARD SERVICES Period of Performance: 06/26/2014 to 06/25/2015				
3002	Emergency/surge Detention Services (Beds over the 1800 in Item 3001) Option period three (Option Line Item) 04/26/2014 Product/Service Code: S206 Product/Service Description: GUARD SERVICES Period of Performance: 06/26/2014 to 06/25/2015				
3003	Transportation Service (Routes listed in Attachment 6) Option period three (Option Line Item) 04/26/2014 Product/Service Code: S206 Product/Service Description: GUARD SERVICES Period of Performance: 06/26/2014 to 06/25/2015				
3004	Transportation Service (Additional Routes not listed in attachment 6) Option period three (Option Line Item) 04/26/2014 Product/Service Code: S206 Product/Service Description: GUARD SERVICES Period of Performance: 06/26/2014 to 06/25/2015				
	Continued ...				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
3005	On Call Detention Services Option period three (Option Line Item) 04/26/2014 Product/Service Code: S206 Product/Service Description: GUARD SERVICES Period of Performance: 06/26/2014 to 06/25/2015				
3006	Detainee Work Program (In accordance with the 2008 PBNDS) Option period three (Option Line Item) 04/26/2014 Product/Service Code: S206 Product/Service Description: GUARD SERVICES Period of Performance: 06/26/2014 to 06/25/2015				
4001	Detention Services Option period four (Option Line Item) 04/26/2015 Product/Service Code: S206 Product/Service Description: GUARD SERVICES Period of Performance: 06/26/2015 to 06/25/2016				
4002	Emergency/surge Detention Services (Beds over the 1800 in Item 4001) Option period four (Option Line Item) 04/26/2015 Product/Service Code: S206 Product/Service Description: GUARD SERVICES Period of Performance: 06/26/2015 to 06/25/2016				
4003	Transportation Service (Routes listed in Attachment 6) Option period four (Option Line Item) 04/26/2015 Product/Service Code: S206 Product/Service Description: GUARD SERVICES Period of Performance: 06/26/2015 to 06/25/2016				
4004	Transportation Service (Additional Routes not listed in attachment 6) Option period four (Option Line Item) 04/26/2015 Product/Service Code: S206 Product/Service Description: GUARD SERVICES Continued ...				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Period of Performance: 06/26/2015 to 06/25/2016				
4005	On Call Detention Services Option period four (Option Line Item) 04/26/2015 Product/Service Code: S206 Product/Service Description: GUARD SERVICES Period of Performance: 06/26/2015 to 06/25/2016				
4006	Detainee Work Program (In accordance with the 2008 PBNDS)Option period four (Option Line Item) 04/26/2015 Product/Service Code: S206 Product/Service Description: GUARD SERVICES Period of Performance: 06/26/2015 to 06/25/2016				

**SECTION C – Performance Work Statement (PWS) to be inserted at time of award**

**Note: Contract page numbering subject to change as a result of inserting the selected Offeror's Performance Work Statement**



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

HSCEDM-11-R-00005



**DEPARTMENT OF HOMELAND SECURITY  
IMMIGRATION AND CUSTOMS ENFORCEMENT (ICE)  
STATEMENT OF OBJECTIVES (SOO)  
FOR DETENTION SERVICES**

**STATEMENT OF OBJECTIVES (SOO)**  
**IMMIGRATION DETENTION REFORM SERVICES**  
**CONTRACTOR DETENTION FACILITY**

**A. Introduction**

The United States Department of Homeland Security (DHS), U.S. Immigration and Customs Enforcement (ICE), Office of Enforcement and Removal Operations (ERO) is responsible for detaining aliens during removal proceedings and pending their removal from the United States. ICE is reforming the immigration detention system to move away from a penal model of detention. A key goal of reform is to create a civil detention system that is not penal in nature and serves the needs of ICE to provide safe and secure conditions that accommodate the needs of a diverse population, including the need for medical, mental health, and dental care, and ample access to recreation, attorneys, family visitation, religious and other programs. Reform also includes detaining people close to the sites of their apprehension and near to hospitals, immigration service providers, and transportation hubs.

ICE requires a wholly new generation of detention facilities uniquely suited to ICE's civil detention authority. The new facilities must feature innovative and cost-effective designs and new approaches to construction materials, staffing, and operations; and must be flexible, multipurpose, and expandable. They must also provide housing environments with abundant natural light, outdoor recreation, contact visitation, noise control, freedom of movement, programming opportunities consistent with detainee demographics, and state-of-the art medical facilities. Persons housed at these facilities will range in security level from minimum to high.

This Statement of Objectives (SOO) is for the provision of detention services by a contractor in a safe, secure, supervised facility that prevents unauthorized entry and egress and provides appropriate custody, care, and control of ICE detainees. In response to the Government's solicitation and SOO, 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 (see FAR 37.602).

**B. Overview**

Consistent with ICE's recently announced detention reform initiatives, ICE/ERO is seeking a detention facility that will serve as the hub for the San Antonio Field Office Criminal Alien Program. This facility shall be operated to support the housing and processing of individuals as they move through the civil immigration process, and to ensure their availability for removal from the United States if so ordered, or until released as a result of receiving an immigration benefit or the decision to utilize an alternative to detention.

***Size and Location***

This solicitation is for a detention facility located in Southern Texas, primarily supporting the San Antonio Field Office, and designed primarily to house and process a minimum of 1800 male criminal aliens apprehended by or transferred into the custody of ICE. Within 60 days of contract award, the Contractor must be able to begin performance for full operational capacity a

minimum of 1800 male detainees and shall notify the Contracting Officer (CO) that the facility is ready to begin accepting detainees.

The target location of the facility shall be within 30 mile radius of Interstate-35 in Frio, Medina or Atascosa Counties, Texas. The facility shall also be within a 30-minute surface commute time of a hospital and within a 90-minute surface commute time of an ICE/ERO Air Operations Unit-approved airport. Proposals for facilities located outside the designated area and/or not meeting the above-referenced criteria may not be considered. All other factors being equal, a PWS will be viewed more favorably according to the facility's proximity to the 30 mile radius of Interstate 35 in Frio, Medina or Atascosa Counties, Texas. Facility must have good access to public and private transportation services as well as major interstate highways.

### ***Type of Facility***

This facility will primarily house ICE-detainees, NDS classification level-3 violent criminal adult males, with the capability of separately housing other individuals based on ICE's classification criteria as presently written and subject to amendment.

The facility must accommodate a minimum of 1800 beds. The area must meet or exceed the levels of recreation and all other areas of compliance contained in the Performance-Based National Detention Standards (PBNDS). The level of restriction within the individual housing units should be flexible to adjust to detainees of various risk and classification level. The area also must include a minimum of a 36-bed Special Management Unit (SMU), separate from and in addition to the minimum 1800 general population beds, as well as an onsite minimum of a 21-bed healthcare unit.

The SMU must be capable of adjusting to varying proportions of administrative and disciplinary cases. Those in administrative segregation must have access to recreation and other services comparable to those afforded the general population to the maximum extent possible.

The facility will have a minimum of 1857 beds, although no more than 1800 beds can be occupied at any given time because the detention standards require that detainees in the SMU and the onsite healthcare facility continue to have a bed in the general population available to them.

### ***Nature of Population***

The majority of people in detention either does not speak English or do not speak English as a first language. The majority of the population will consist primarily of people aged 18-40, with occasionally a small number over age 60. Minors will not be housed at this facility. There will be a range of detainee types at the facility, including people with mental health and medical issues, those with no criminal history, and those with serious criminal histories.

### ***Duration of Stay***

ICE has a dynamic detainee population. During FY2010, 88% of the ICE detainee population was housed for two months or less; 53% were housed for two weeks or less, and 35% were housed for one to three days. Less than 1% of the population remained in ICE custody for more than one year.

***Design Features***

The ICE Detention Facility Design Standards (Attachment 4) will apply. The facility design shall also reflect the following as much as possible and as applicable:

- Innovative designs, materials, and technology that will reduce construction and operating costs while promoting freedom of movement and the least restrictive detention environments appropriate to the population.
- Non-traditional, multi-purpose building concepts easily adapted to changing detainee security requirements, demographics, and population levels.
- Secure housing units of a minimum of 36 beds for housing detainees according to custody classification level, with the flexibility to provide for fluctuations and the needs of the population consistent with a unit-management concept.
- Secure and non-secure housing areas that use soft construction techniques in a manner that allows for freedom of movement, while ensuring an appropriate level of privacy and security consistent with the characteristic of the population. These areas will emphasize community areas, cafeteria-style meal service, significant recreation opportunities, and a high degree of staff-detainee support and interaction. Satellite feeding of detainees in some or all of the secure areas may be needed in some circumstances.
- Both secure and non-secure areas should allow for single and group contact visitation in a setting appropriate for families and children.
- Both secure and non-secure areas should allow for rigorous outdoor recreation in natural settings.
- Both secure and non-secure areas should have easy access facilities specifically designed for religious services, social and educational programs.
- Innovative solutions to attorney and family visitation from remote areas or for attorneys and families unable to travel to the facility.
- Non-institutional detainee clothing and staff uniforms.
- All housing areas shall be within the same perimeter fence line. However, inner fences and divisions will be established to ensure staff and detainee safety, order, and reasonable segregation, according to innovative design principles.
- Multiple CCTV cameras shall be placed throughout the campus as necessary, including in all housing units and areas where detainees are authorized movement; all entry and exit points; dining halls; recreation, visitation, and parking areas; and the SMU, to ensure the safety of detainees and others.
- Courtroom and other areas for legal and administrative processing with capability for video teleconferencing, compliant with the requirements of the Executive Office for Immigration Review.
- An onsite minimum of a 21-bed health care facility with capability for providing comprehensive medical, dental, and mental health services, including facilities to accommodate in-take assessment, classification, and discharge evaluation; multiple exam rooms sufficient to support the needs of the population; negative pressure rooms; other isolation and observation rooms, including suicide prevention, dry cells, triage area; and a full range of telemedicine services, as well as a convalescent stay unit. The contractor must provide the services listed under medical option on a 24/7 basis. The medical facility shall be designed in accordance with the ICE Contractor-Owned, Contractor-Operated Health Services Design Standards dated March 11, 2005 (Attachment 5). (The

minimum 21 beds for healthcare are not included in the total capacity, as detention standards require the facility maintain empty detention and/or residential beds for any detainee in the medical unit).

- The contractor will be required to provide medical services.
- Leadership in Energy and Environmental Design (LEED) Certification shall be obtained prior to occupancy and maintained throughout the life of the contract.

**C. Performance Outcomes**

The Expected Outcomes are contained within the PBNDS 2008 at the following Website: <http://www.ice.gov/detention-standards/2008/> and incorporated herein.

**D. Transportation**

The facility will serve as a transportation hub responsible for picking up and dropping off detainees from both ICE/ERO and other locations within a 12-hour one-way drive from the facility using a contractor provided fleet of vans and buses. The projected routes are listed in Attachment 6 to this solicitation.

**SECTION D – Packaging and Marking**

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**SECTION E – Inspection and Acceptance**

**E.1** 52.246-4 Inspection of Services - Fixed Price (AUG 1996)

**E.2** Acceptance shall be performed by the San Antonio Field Office, 1777 NE Loop 410  
Suite 1400 San Antonio TX 78217

**SECTION F: Deliveries or Performance**

**F-1** 52.242-15 STOP - WORK ORDER (AUG 1989)

**F-2** GENERAL

The contract awarded is anticipated to be for a period of one year with four one year option periods. Unless otherwise directed all items shall be delivered to the following address:

Department of Homeland Security  
San Antonio Field Office  
1777 NE Loop 410  
Suite 1400  
San Antonio TX 78217



## **SECTION G: Contract Administration Data**

### **G. 1 CONTRACT ADMINISTRATION**

This contract will be administered by:  
Department of Immigration and Customs Enforcement (ICE)  
Office of Acquisition Management  
801 I Street, Suite 900, NW  
Washington, DC 20536

### **G.2 3052.242-72 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (DEC 2003)**

- (a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.
- (b) The Contracting Officer cannot authorize the COTR or any other representative to sign documents, such as contracts, contract modifications, etc., that require the signature of the Contracting Officer.

(End of clause)

### **G. 3 INVOICING AND PAYMENT**

Invoices shall be submitted via one of the following three methods:

a. By mail:

DHS, ICE  
Burlington Finance Center  
P.O. Box 1620  
Williston, VT 05495-1620  
Attn: ICE - ERO – San Antonio Invoice

b. By facsimile (fax): (include a cover sheet with point of contact & # of pages)

802-288-7658

c. By e-mail:

Invoice.Consolidation@dhs.gov

Reference Award Number on invoices.

Invoices submitted by other than these three methods will be returned. The contractor's Taxpayer Identification Number (TIN) must be registered in the Central Contractor Registration (<http://www.ccr.gov>) and shall be annotated on every invoice submitted. The ICE program office shall also be annotated on every invoice.

Payment inquiries are to be directed to Burlington Finance Center at -866-233-1915, Option # 3

2. In accordance with Contract Clauses, FAR 52.212-4 (g) (1), Contract Terms and Conditions - Commercial Items, or FAR 52.232-25 (a) (3), Prompt Payment, as applicable, the information required with each invoice submission is as follows:

"...An invoice must include-

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract. (See paragraph 1 above.)
- (x) 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, 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.

Invoices without the above information may be returned for resubmission.

#### **G. 4 ORDERING ACTIVITIES**

ICE/Office of Acquisitions has ordering authority under this contract.

#### **G. 5 CREDIT CARD PURCHASES**

Credit Card Actions: No credit card purchases under this contract are allowed. Any credit card purchases shall be transacted directly between the agency and contractor and not under this contract. If an attempt is made by the ICE to purchase via a purchase card under this contract, the contractor shall notify the Contracting Officer immediately and await proper action.

## **SECTION H: Special Contract Requirements**

### **H. 1 ADDITIONS/SUBSTITUTIONS**

If any additions or substitutions are required, the contractor shall notify the Contracting Officer in writing and provide specifications, pricing, and formally request a modification. All substitutions are subject to testing by the Government before being accepted.

### **H. 2 KEY PERSONNEL OR FACILITIES (DEC 2003) 3052.215-70**

A) The personnel or facilities specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel or facilities, as appropriate.

Key Personnel: Warden/Facility Administrator, Assistant Warden/Assistant Facility Administrator, Supervisory Detention Officers, Training Officers, Quality Assurance Manager and Corporate Security Officer.

B) Before removing or replacing any of the specified individuals or facilities, the Contractor shall notify the Contracting Officer, in writing, before the change becomes effective. The Contractor shall submit sufficient information to support the proposed action and to enable the Contracting Officer to evaluate the potential impact of the change on this contract. The Contractor shall not remove or replace personnel or facilities until the Contracting Officer approves the change.

### **H. 3 ICE BACKGROUND AND SECURITY PROCEDURES**

#### **A. Security Requirements –**

DHS has determined that performance of the tasks as described in this SOO and any subsequent contract and modifications or amendments thereto requires that the Contractor, subcontractor(s), vendor(s), etc. (herein known as Contractor) have access to sensitive DHS information, and that the Contractor will adhere to all Personnel Security Unit requirements.

#### **B. Suitability Determination –**

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

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

### **C. Background Investigations and Required Forms –**

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

1. Standard Form 85P, “Questionnaire for Public Trust Positions” Form and the Standard Form 85 PS will be submitted via e-QIP (electronic Questionnaires for Investigation Processing) (2 copies)
2. E-Quip Signature Forms (3), Signature Form, Release of Information Form and Release of Medical Information Form (2 copies of each)
3. FD Form 258, “Fingerprint Card” (2 Cards)
4. Foreign National Relatives or Associates Statement
5. DHS 11000-9, “Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act”
6. Optional Form 306 Declaration for Federal Employment (applies to Contractors as well).

Required forms will be provided by DHS at the time of award of the contract. Only complete packages will be accepted by the OPR-PSU. Specific instructions on submission of packages will be provided upon award of the contract.

Be advised that unless an applicant requiring access to sensitive information has resided in the U.S. for three of the past five years, the Government may not be able to complete a satisfactory background investigation. In such cases, DHS retains the right to deem an

applicant as ineligible due to insufficient background information.

The use of Non-U.S. citizens, including Lawful Permanent Residents (LPRs), is not permitted in the performance of this contract for any position that involves access to, development of, or maintenance to any DHS IT system.

**D. Continued Eligibility -**

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

OPR-PSU may require drug screening for probable cause at any time and/or when the Contractor independently identifies circumstances where probable cause exists. The Contractor must post the ICE “Drug Free Workplace Policy” in all contract work areas.

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

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

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

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

**E. Employment Eligibility**

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

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

## **F. Security Management**

The Contractor shall appoint a senior official to act as the Corporate Security Officer. The individual will interface with the OPR-PSU through the COTR on all security matters, to include physical, personnel, and protection of all Government information and data accessed by the Contractor.

The COTR and the OPR-PSU shall have the right to inspect the procedures, methods, and facilities utilized by the Contractor in complying with the security requirements under this contract. Should the COTR determine that the Contractor is not complying with the security requirements of this contract; the Contractor will be informed in writing by the Contracting Officer of the proper action to be taken in order to effect compliance with such requirements.

The following computer security requirements apply to both Department of Homeland Security (DHS) operations and to the former Immigration and Naturalization Service operations (FINS). These entities are hereafter referred to as the Department.

## **G. Information Technology Security Clearance**

When sensitive government information is processed on Department telecommunications and automated information systems, the Contractor agrees to provide for the administrative control of sensitive data being processed and to adhere to the procedures governing such data as outlined in DHS IT Security Program Publication DHS MD 4300.Pub. or its replacement. Contractor personnel must have favorably adjudicated background investigations.

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

## **H. Information Technology Security Training and Oversight**

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

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

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

#### H.4 DETAINEE TELEPHONE SERVICE (DTS)

- A. The Service Provider shall provide detainees with reasonable and equitable access to telephones as specified in the ICE 2008 Performance-Based National Detention Standard on Telephone Access. Telephones shall be located in an area that provides for a reasonable degree of privacy and a minimal amount of environmental noise during phone calls.
- B. If authorized to do so under applicable law, the Service Provider shall monitor and record detainee conversations. If detainee telephone conversations can be monitored under applicable law, the Service Provider shall provide notice to detainees of the potential for monitoring. However, the Service Provider shall also provide procedures at the facility for detainees to be able to place unmonitored telephone calls to their attorneys.
- C. Telephone rates shall not exceed the dominant carrier tariff rate and shall conform to all applicable federal, state, and local telephone regulations.
- D. The ICE designated DTS Contractor shall be the exclusive provider of detainee telephones for this facility. This will occur at the expiration of any current contract with a Telecommunications Company. The Service Provider shall make all arrangements with the DTS Contractor per the DTS Contract. The DTS Contractor shall be allowed to install vending debit machines and shall receive 100 percent of all revenues collected by sale of prepaid debit services. The DTS Contractor shall be responsible for furnishing all inventory and supply of all DTS calling services to the Service Provider. The DTS Contractor shall be responsible for the costs incurred for installation of the equipment, any monthly telephone charges incurred from the operation of DTS, and the maintenance and operation of the system. The Service Provider shall not be entitled to any commissions, fees, or revenues generated by the use of the DTS or the detainee telephones.
- E. The Service Provider shall inspect telephones for serviceability, in accordance with ICE 2008 Performance-Based National Detention Standards and ICE policies and procedures. The Service Provider shall notify the COTR or ICE designee of any inoperable telephones.
- F. DTS Contractor Information:  
Talton Communications  
910 Ravenwood Dr.  
Selma, AL 36701

Robin Hall  
Customer Relations Manager  
(334) 375-7842  
[robin@taltoncommunications.com](mailto:robin@taltoncommunications.com)

Mike Oslund  
Operations Manager  
(334) 375-4200  
[michael@taltoncommunications.com](mailto:michael@taltoncommunications.com)



**SECTION I: Contract Clauses****CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE:****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 address [www.arnet.gov/far/](http://www.arnet.gov/far/)

<u>CLAUSE NUMBER</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
52.202-1	Definitions	(JULY 2004)
52.203-3	Gratuities	(APR 1984)
52.203-5	Covenant Against Contingent Fees	(Apr 1984)
52.203-7	Anti-Kickback Procedures	(JUL 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	(JAN 1997)
52.203-14	Display of Hotline Poster(s)	(DEC 2007)
52.204-2	Security Requirements	(AUG 1996)
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	(SEPT 2007)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	(JUL 2010)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	(SEPT 2006)
52.215-2	Audit and Records—Negotiation	(MAR 2009)
52.215-8	Order of Precedence—uniform Contract Format	(OCT 1997)
52.217-5	Evaluation of Options	(JULY 1990)
52.219-8	Utilization of Small Business Concerns	(MAY 2004)
52.219-9	Small Business Subcontracting Plan	(APR 2008)
52.222-1	Notice to the Government of Labor Disputes	(FEB 1997)
52.222-3	Convict Labor	(JUNE 2003)
52.222-4	Contract Work Hours and Safety Standards Act— Overtime Compensation	(JULY 2005)
52.222-21	Prohibition Of Segregated Facilities	(FEB1999)
52.222-26	Equal Opportunity	(MAR 2007)
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	(SEPT 2006)
52.222-36	Affirmative Action for Workers with Disabilities	(JUNE 1998)
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	(SEPT 2006)

52.222-41	Service Contract Act of 1965	(NOV 2007)
52.222-43	Fair Labor Standards Act and Service Contract Act— Price Adjustment (Multiple Year and Option Contracts)	(SEPT 2009)
52.222-50	Combating Trafficking in Persons	(FEB 2009)
52.222-54	Employment Eligibility Verification	(JAN 2009)
52.223-5	Davis-Bacon Act—Secondary Site of the Work	(JULY 2005)
52.223-6	Davis-Bacon Act	(JULY 2005)
52.223-10	Waste Reduction Program	(AUG 2000)
52.223-14	Toxic Chemical Release Reporting	(AUG 2003)
52.224-1	Privacy Act Notification	(APR 1984)
52.224-2	Privacy Act	(APR 1984)
52.225-1	Buy American Act –Supplies	(FEB 2009)
52.225-13	Restrictions On Certain Foreign Purchases	(JUNE 2008)
52.227-1	Authorization and Consent	(DEC 2007)
52.229-3	Federal, State, and Local Taxes	(APR 2003)
52.230-2	Cost Accounting Standards	(OCT 2008)
52.230-6	Administration of Cost Accounting Standards	(MAR 2008)
52.232-1	Payments	(APR 1984)
52.232-8	Discounts for Prompt Payment	(FEB 2002)
52.232-9	Limitation on Withholding of Payments	(APR 1984)
52.232-11	Extras	(APR 1984)
52.232-17	Interest	(OCT 2008)
52.232-18	Availability of Funds	(APR 1984)
52.232-23	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)
52.239-1	Privacy or Security Safeguards	(AUG 1996)
52.242-13	Bankruptcy	(JUL 1995)
52.242-15	Stop-Work Order.	(AUG 1989)
52.242-17	Government Delay of Work.	(APR 1984)
52.243-1	Changes—Fixed-Price	(AUG 1987)
52.244-5	Competition in Subcontracting	(DEC 1996)
52.244-6	Subcontracts for Commercial Items	(APR 2010)
52.245-1	Government Property	(JUNE 2007)
52.246-25	Limitation of Liability—Services	(FEB 1997)
52.247-34	F.O.B. Destination	(NOV 1991)
52.248-1	Value Engineering	(FEB 2000)
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	(APR 1984)
52.248-1	Value Engineering	(FEB 2000)
52.253-1	Computer Generated Forms	(JAN 1991)

3052.204-70	Security Requirements for Unclassified Information Technology Resources	(JUN 2006)
3052.204-71	Contractor Employee Access	(JUN 2006)
3052.219-70	Small Business Subcontracting Plan Reporting	(JUN 2006)
3052.219-71	DHS mentor-protégé program	(JUN 2006)
3052.242-71	Dissemination of Contract Information	(DEC 2003)
3052.245-70	Government Property Reports	(JUN 2006)
3052.242-72	Contracting Officer's Technical Representative	(DEC 2003)

The following clause(s) are included in their entirety:

**52.204-9 Personal Identity Verification of Contractor Personnel (SEPT 2007)**

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

(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 26 June 2011 through 25 June 2016.

(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 one bed day, 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 1900 beds per day;

(2) Any order for a combination of items in excess of 1900 beds per day; or

(3) A series of orders from the same ordering office within 5 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 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.

(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 25 June 2016.

(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 60 days.

(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 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 five (5) years.

(End of Clause)

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

(a) Protests, as defined in section [31.101](#) of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Charles James, Contracting Officer, Office of Acquisition Management, Detention Management Division, 801 I (eye) Street, NW, Suite 900, Washington, DC 20536.

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

(End of provision)

**SECTION J – List of Documents, Exhibits and Other Attachments**

**Attachment 1** – Deliverables and Performance Standards – 2 pages

**Attachment 2** - Quality Assurance Surveillance Plan – 8 pages

Attachment 2A – Performance Requirements Summary – 4 Pages

Attachment 2B – Contract Monitoring Tool – 15 Pages

Attachment 2C – Sample Contract Deficiency Report – 1 page

**Attachment 3** – Wage Rate Determination – 18 pages

**Attachment 4** – DHS Contract Detention Facility Standards for ICE – 433 pages

**Attachment 5** – Health Services Design Standards – 154 Pages

**Attachment 6** – Facility Transportation Routes – 3 pages

**Attachment 7** – Past Performance Questionnaire – 8 pages

**SECTION K: Representations, Certifications and Other Statements of Offerors**

INCORPORATED BY REFERENCE:

CLAUSE NUMBER	CLAUSE TITLE	DATE
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	(SEPT 2007)
52.204-5	Women-Owned Business (Other Than Small Business)	(MAY 1999)
52.222-38	Compliance with Veterans' Employment Reporting Requirements	(DEC 2001)

INCORPORATED BY FULL TEXT

**52.204-8 ANNUAL REPRESENTATION AND CERTIFICATIONS (OCT 2010)**

(a) (1) The North American Industry classification System (NAICS) code for this acquisition is 561612.

(2) The small business size standard is \$35.5M.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

(ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)

(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

- (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
- (iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.
- (iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
  - (A) Are not set aside for small business concerns;
  - (B) Exceed the simplified acquisition threshold; and
  - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vi) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (vii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (viii) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
  - (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
  - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (ix) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (x) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xi) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xiv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.
- (xv) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.



(xvi) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225- 3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.

(xvii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

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

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

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

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

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

(2) The following certifications are applicable as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

\_\_\_ (i) 52.219-19, Small Business Concern Representation for the Small Business Competitiveness Demonstration Program.

\_\_\_ (ii) 52.219-21, Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program.

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

\_\_\_ (A) Basic.

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

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

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

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

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

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

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

\_\_\_ (A) Basic.

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

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

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at

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

FAR Clause	Title	Date	Change

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

(End of Provision)

**52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996)**

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

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

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

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

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

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

(2) "Principals," for the purposes of this certification, means officers; directors; owners;

partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

**THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.**

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

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

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

(End of provision)

**52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2000)  
ALTERNATE I ALTERNATE II (OCT 2000)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 561612.

(2) The small business size standard is \$35.5M.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

( ) Black American.

( ) Hispanic American.

( ) Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

( ) Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

( ) Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

**52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)**

The offeror represents that --

- (a)  It has,  has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b)  It has,  has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

**52.222-25 AFFIRMATIVE ACTION COMPLIANCE (FEB 1984)**

The offeror represents that

- it has developed and has on file,  has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b)  has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

**52.223-9 CERTIFICATION AND ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA DESIGNATED ITEMS (OCT 1997)**

- (a) As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(j)(2)(C)), the Contractor shall execute the following certification:

Certification

I, \_\_\_\_\_ (name of certifier), am an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material

content for EPA Designated Items was at least the amount required by the applicable contract specifications.

-----  
[Signature of the Officer or Employee]

-----  
[Typed Name of the Officer or Employee]

-----  
[Title]

-----  
[Name of Company, Firm, or Organization]

-----  
[Date]

(End of certification)

(b) The Contractor also shall estimate the percentage of recovered materials actually used in the performance of this contract. The estimate is in addition to the certification in paragraph (a) of this clause.

Estimate

	Total dollar value of EPA designated item	Percentage of recovered material content
EPA designated item		
	.....	.....
	.....	.....
	.....	.....

Where applicable, also include the percentage of post consumer material content.

(c) The Contractor shall submit this certification and estimate upon completion of the contract to

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(End of provision)

**52.227-6 ROYALTY INFORMATION (APR 1984)**

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

- (1) Name and address of licensor.
- (2) Date of license agreement.
- (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.
- (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
- (5) Percentage or dollar rate of royalty per unit.
- (6) Unit price of contract item.
- (7) Number of units.
- (8) Total dollar amount of royalties.

(a) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

(End of provision)

**52.227-15 STATEMENT OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (MAY 1999)**

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data--General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.



(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data--General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

(c) The offeror has reviewed the requirements for the delivery of data or software and states (offeror check appropriate block)--

( ) None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

( ) Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

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Note: ``Limited rights data" and ``Restricted computer software" are defined in the contract clause entitled ``Rights in Data--General."

(End of provision)

HSCEDM-11-R-00005

SECTION L  
(INSTRUCTIONS, CONDITIONS, AND  
NOTICES TO OFFERORS)

SECTION L  
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

**THIS PROCUREMENT IS BEING PERFORMED IN ACCORDANCE WITH FAR PART 15**

**L-1 52.252-1 Solicitation Provisions Incorporated by Reference FEB 1998**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): [www.arnet.gov](http://www.arnet.gov)

**L-2 52.215-1 Instructions to Offerors - Competitive Acquisition JAN 2004**

**L-3 52.222-24 Pre-award On-Site Equal Opportunity Compliance Evaluation FEB 1999**

**L-4 3052.219-71 DHS MENTOR-PROTÉGÉ PROGRAM JUN 2006**

**L-5 Additional Instructions and Conditions and Notices to Offerors**

- 1.0 General
- 2.0 Instructions for Submissions of Offers
- 3.0 Proposal Content

**1.0 General**

The purpose of this procurement is to acquire services to operate and maintain a Contractor-Owned/Contractor-Operated detention facility for federal detainees in accordance with the solicitation's Statement of Objective (SOO) in Section C. Each Offeror must (1) submit an offer via mail in accordance with the instructions below. The Government will evaluate each Offeror's understanding of the Government requirements and ability to perform the work on the basis of its proposal. It is the Offeror's responsibility to provide information and evidence that clearly demonstrates its ability to satisfactorily respond to the solicitation requirements. The Government does not intend

to award partial or multiple awards, therefore Offerors should propose effort for performance of the entire work package.

The Government will award a Firm Fixed Priced, Indefinite-Delivery Indefinite-Quantity (IDIQ) type contract for the provision of detention services at a Contractor-Owned Contractor-Operated facility. Task orders will be periodically issued to the contract.

\*Please note that ALL labor categories regarding Detention Officers (not guards) shall comply, at a minimum, with the United States Department of Labor and the Service Contract Act (SCA) Wage Determinations. Service Contract Act Wage Determinations can be obtained at Wage Determinations On-Line at ([WDOL.gov](http://WDOL.gov)). Wage Rates for the areas identified in this solicitation are provided in Attachment (3) and are current as of 12/23/2010. Offerors are to ensure that their offerors are based on the most current Wage Determinations as of the date of their proposal submissions.

**The Offeror shall submit a Performance Work Statement (PWS) via proposal that provides the details as to how they will meet the requirements outlined in the SOO contained within the solicitation, which will then be incorporated into the contract. The 2008 Operations Manual ICE Performance Based National Detention Standards shall be the minimum basis; however, Detention Reform Initiatives shall be included in the PWS.**

The successful Contractor shall provide proof of insurance at time of award.

The Government reserves the right to perform a site survey.

The associated North American Industry Classification System (NAICS) code is 561210. The size standard is \$35.5M.

Offeror's shall submit questions requesting clarification of solicitation requirements via electronic mail to [Amy.Wire@dhs.gov](mailto:Amy.Wire@dhs.gov). All questions regarding the issued solicitation shall be received no later than 2:00pm EST 28 February 2011, although earlier submissions are accepted. It cannot be guaranteed that any questions received after the specified time and date will be answered. Please clearly number each question and be as clear as possible. All questions and answers will be posted for viewing for all to see via an amendment to the solicitation. For proposal purposes, the estimated date of the contract award is May 27, 2011 with full performance to begin June 26, 2011.

## **2.0 Instructions for Submission of Offers**

### **2.1 Proposal receipt**

Award will be made under Solicitation HSCEDM-11-R-00005. Proposals shall be received by the Immigrations and Customs Enforcement, Office of Acquisition Management not later than 12:00PM March 24, 2011. Late proposals will not be accepted unless one of the exceptions under FAR Part 15.208 is met. Offeror's must

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

## **2.2 Proposal format**

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

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

## **2.3 Proposal limit**

Proposals shall be limited to the following submissions and pages:

### Volume I

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

2.3.2 Signed SF 33

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

2.3.4 Section C –Performance Work Statement: No Limit

2.3.5 Section K: No Limit

2.3.6 Facility Location

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

### Volume II

2.3.7 Quality Control Plan – Detention Services: 20 pages

2.3.8 Transition Plan – Detention Services: 5 Page Limit

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

2.3.10 Management Plan - 25 Page Limit

2.3.11 Subcontracting Plan – 75 Page Limit

### Volume III

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

### Volume IV

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

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

## **3.0 Proposal Content**

### **3.1 Cover Letter**

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

#### **3.1.1 Signed SF 33**

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

#### **3.1.2 Section B**

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

#### **3.1.3 Section C**

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

#### **3.1.4 Section K**

To be completed in its entirety by the Offeror.

## **3.2 Technical Capability**

### **3.2.1 Quality Control Plans**

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

- Inspections
- Methodology
- Supervisory Plan
- Communication Plan

### **3.2.2 Transition Plan**

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

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

### **3.2.3 Key Personnel/Resumes**

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

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

### **4.3.5.1 Management Plan**

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

- 3.2..1 Understanding of the Statement of Objectives (SOO)
- 3.2..2 Understanding of the relevance of the SOO to successful contract performance

- 3.2..3 Understanding of how management differs from supervision in the context of the SOO
- 3.2..4 An explanation of how the Offeror specifically plans to help ERO achieve the SOO
- 3.2..5 A demonstration of how the Offeror understands the SOO through its Performance Measures and Incentives/Disincentives
- 3.2..6 A commitment by the Offeror to successfully achieving the SOO as demonstrated by the extent to which the Offeror will realistically put its profits at risk through the meaningful incentives/disincentives proposed
- 3.2..7 An explanation of how the Offeror will acquire and maintain a reserve guard force for temporary or emergency staffing that is sufficient to meet the requirements of the SOO
- 3.2..8 An explanation of how the Offeror will meet the 2008 Operations Manual ICE Performance Based National Detention Standards

### **3.2.5 Past Performance Questionnaire**

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

### **3.3 Past Performance Information Instructions**

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

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



Offerors are advised that thorough and complete past performance information is required. Explanations / comments regarding problems encountered and corrective actions taken shall be addressed as part of the proposal submitted in response to this solicitation. The Government will take the offerors comments into consideration when conducting its past performance evaluation. The Offeror will not be given another opportunity to address problems encountered in past performance.

In addition to the information provided above, the Offeror shall forward the “Past Performance Evaluation Questionnaire” (Attachment 7) to each COTR or Program Manager listed above. The COTR or Program Manager should complete and submit the questionnaire *directly* to the ICE / OAQ CO in accordance with the instructions provided on the questionnaire. If a Past Performance Questionnaire is received from an Offeror instead of the COTR or Program Manager, it will be rejected and not used for evaluation purposes. The Offeror is responsible for forwarding the Past Performance Evaluation Questionnaire to the firm’s COTR / Program Manager in sufficient time for submission to the CO by the due date of the receipt of proposals.

If the offeror has no past performance, the Offeror shall submit a statement indicating it has no past performance.

The past performance evaluation will be based on information obtained from references provided by the Offeror, as well as other relevant past performance information obtained from other sources known to the Government including Federal, State, and local governments agencies, Better Business Bureau, and published mediate and electronic databases.

### **3.4 Past Performance Evaluation**

The past performance factor will assess the relevance and breadth of the Offeror’s experience and the quality of the offeror’s past performance. The Government will determine whether the Offeror consistently delivers quality services in a timely and cost effective manner. Past performance will be evaluated in the following areas:

- (1) recency and relevance of experience;
- (2) Offeror’s adherence to the contract schedule, including the administrative aspect of performance;
- (3) Offeror’s record of conforming to contract forecasting and controlling costs; and
- (4) Offeror’s history of reasonable and cooperative behavior and commitment to customer satisfaction.

The evaluation of an Offeror’s past performance intends to be a product of subjective judgments by the Government after it considers all available and relevant information.

If no Past Performance is available for evaluation, the Offeror will be rated as neutral.

Note: Past performance references that reflect projects with a similar scope, complexity and relevancy to efforts described in his solicitation will be assigned greater importance.

**List of agencies/companies that will receive the “Past Performance Questionnaire to be submitted to ICE”**

	<b>AGENCIES/COMPANIES</b>	<b>POC</b>	<b>PHONE NUMBER</b>	<b>FAX NUMBER</b>	<b>E-MAIL ADDRESS</b>
1.					
2.					
3.					
4.					
5.					

**3.5 Small Business Participation**

The Offeror shall submit a subcontracting plan in accordance with FAR 19.704. In addition to the plan, offerors shall include, at a minimum, the following:

- (a) Past performance of offerors in complying with subcontracting plan goals for SB concerns and monetary targets for SB participation; and
- (b) The extent of participation of SB concerns in terms of the value of the total acquisition.

If the Offeror is a participant in the DHS Mentor-Protégé program, assigned letter of mentor-protégé agreement approval from the DHS Office of Small Business and Disadvantaged Business Utilization (OSDBU) with its proposal submission

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SECTION M  
(EVALUATION FACTORS FOR  
AWARD)

SECTION M  
EVALUATION FACTORS FOR AWARD

**M-1 52.252-1 Solicitation Provisions Incorporated by Reference FEB 1998**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): [www.arnet.gov](http://www.arnet.gov)

**M-2 52.217-5 Evaluation of Options JUL 1990**

**M-3 3052.219-72 Evaluation of prime contractor participation in the DHS mentor protégé program JUN 2006**

**M-4 Evaluation Factors for Award**

It is the intention of the ICE Office of Acquisition Management (OAQ) to award an IDIQ contract to acquire quality Detention Services. The Government will make award to the responsible offeror whose offer conforms to the solicitation and is most advantageous to the Government cost/prices or other factors considered. For this solicitation, all evaluation factors other than price when combined are significantly more important than price.

The Government intends to evaluate and award based initial proposals. Therefore, Offerors initial proposals should contain the Offeror's best terms from a technical and price standpoint. For evaluation purposes, the base period plus all four (4) options will be considered.

**4.1 Evaluation Factors**

Each Offer shall be evaluated by using the following factors:

1. Demonstrated Technical/Management Capability
2. Past Performance
3. Price/Cost
4. Small Disadvantaged Business Participation

The Government may not select the Offeror with the highest technical score for award. The Government will determine if any additional technical merit in a given offer warrants any additional price. Also, the award may not be made to the technically acceptable, lowest price offer. Price shall not be so controlling to preclude award to an Offeror whose technical superiority warrants additional cost/price.

## **4.2 Relative Importance of Factors**

Demonstrated Technical/Management Capability (Factor 1) is more important than Past Performance (Factor 2) and Small Disadvantaged Business (Factor 4). When combined, Demonstrated Technical/Management Capability, Past Performance and Small Disadvantaged Business are more important than Price (Factor 3).

## **4.3 Factor 1: Demonstrated Technical/Management Capability**

The Demonstrated Technical/Management Capability Factor assesses the ability of the Offeror to effectively demonstrate the knowledge, understanding, and technical ability to meet the requirements outlined in the SOO by providing a PWS as required in the RFP. The demonstrated technical/management capability shall include:

### **4.3.1 Offeror Submitted Performance Work Statement**

The Offeror shall propose a Performance Work Statement (PWS) that is in accordance with the SOO and complies with ICE operational and legal requirements. The final PWS will become a part of the resultant contract (see FAR 37.602).

### **4.3.2 Offeror's Approach to Quality Control and Assurance**

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

1. Inspections
2. Methodology
3. Supervisory Plan
4. Communication Plan

As noted in the RFP, the successful Offeror will be required to submit a Quality Control Plan (QCP) to the Government that must be approved by the CO prior to the issuance of a Notice to Proceed (NTP).

### **4.3.3 Transition Plan**

The Offeror shall include a transition plan that illustrates how the Offeror will provide a seamless transition between itself and the predecessor Contractor(s) to ensure minimal disruption to vital Contractor services and Government activities.

The transition plan shall address, at a minimum, the following areas:

1. Recruitment
2. Training of new and incumbent employees
3. Insurance
4. Identification of priority posts
5. Fully functional facility
6. Supplies
7. Equipment
8. All necessary licenses and insurance requirements of its vehicles and drivers
9. All necessary licenses and permits for such a building.

This Contractor shall have a period of 30 calendar days from time of award to commence detention services and shall be able to ensure a contract start date of June 26, 2011. These considerations will be addressed as prescribed by the FAR, all DHS guidance, and the internal procedures of ICE.

#### **4.3.4 Key Personnel**

The resumes for key personnel must be submitted with the Offeror's proposal. A minimum of one (1) resume for each key personnel shall be provided. The candidates shall meet the following minimum requirements:

- Facility Administrator - The Facility Administrator shall hold a bachelor's degree from an institution accredited by an agency recognized by the U.S. Department of Education in an appropriate discipline, or significant military or corrections experience of a minimum 15 years, and have at least five (5) years of related administrative experience, and have knowledge of program objectives, policies, procedures, and requirements for managing a secure detention/correctional.
- Assistant Facility Administrator - The Assistant Facility Administrator shall hold a bachelor's degree from an institution accredited by an agency recognized by the U.S. Department of Education in an appropriate discipline, or have at least three (3) years of related industry experience, and have knowledge of program objectives, policies, procedures, and requirements for managing a secure detention/correctional facility. The official holding this position, even in an acting capacity, shall meet ACA requirements.
- Chief of Security - The Chief of Security shall have a minimum of five (5) years of experience working in a detention environment and two (2) years of successful experience as a security supervisor. The two-year requirement may be satisfied by completion of a career development program that includes work-related experience, training, or college credits at a level of achievement equivalent to the basic requirement.
- Quality Assurance Manager - The Quality Assurance Manager shall hold a bachelor's degree from an institution accredited by an agency recognized by the U.S. Department of Education in an appropriate discipline, or have at least three (3) years of related administrative experience, and have knowledge of program

objectives, policies, procedures, and requirements for managing a secure detention/correctional facility.

- Corporate Security Officer - The Corporate Security Officer shall hold a bachelor's degree from an institution accredited by an agency recognized by the U.S. Department of Education in an appropriate discipline, or have a minimum of three (3) years of related industry experience, and have knowledge of program objectives, policies, procedures, and requirements for securing a detention/correctional facility. The Corporate Security Officer shall interface with the OPR-PSU through the COTR on all security matters, including physical, personnel, and protection of all Government information and data accessed by the Contractor.

#### **4.3.5 Management Plan**

The Offeror shall provide a management plan that addresses, at a minimum, the following areas of the performance objectives in accordance with the proposed PWS, mission statement, responsibilities and objective:

- Understand the ERO Mission Statement, responsibilities, and relevance of each document to successful contract performance;
- Understand and explain how management differs from supervision;
- Explain how the Offeror will help ERO achieve the goals, responsibilities, and performance measures defined in these documents. This shall be demonstrated by providing capabilities identified in the proposal;
- Conform to the 2008 Operations Manual ICE Performance Based National Detention Standards (PBNDS). The Offeror is required to provide a proposal based on the standards as provided at the closing date of this RFP. Proposal evaluations and contract award will be based on meeting the requirements of the SOO, 2008 PBNDS, and all other evaluation factors described herein that is provided to the offerors by the closing date of this RFP.
- Subcontracting Plan
- The Offeror shall provide a subcontracting plan in accordance with FAR 52.244-5 Competition in Subcontracting. Offeror shall select subcontractors on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

#### **4.4 Factor 2: Past Performance**

The Past Performance Factor evaluation will assess the relevance and breadth of the Offeror's experience and the quality of the Offeror's past performance. The Government is seeking to determine whether the Offeror has experience that will enhance its technical capability to perform and whether the Offeror consistently delivers quality services in a timely and cost/price effective manner. In evaluating past performance, ICE will only take into consideration the relevant experience and past performance assessments from the Offeror's customers. In accordance with FAR 15.305(iv) in the event that an offeror without a record of relevant past performance or for whom information on past

performance cannot be evaluated due to a reference's failure to respond, a rating of neutral will be assigned for past performance. However, ICE reserves the right to use relevant past performance information it obtains through other sources (e.g., interviews with previous clients/customers of the contractor and/or the ERO, other agency databases, etc.). Only recent experience (within the last 5 years) will be considered in this evaluation. Past Performance will be evaluated based on the factors described in detail below.

#### **4.4.1 Relevance of Experience:**

The degree of relevance to the requirements of the RFP is on the basis of similarity in size, scope, complexity, technical difficulty, contract type, and period of performance.

#### **4.4.2 Corporate Commitment:**

The offeror's corporate commitment shall demonstrate corporate visibility, emphasis, and involvement in the effective management of the work efforts, the employee recruitment, pre-security screening staffing, compensation, and retention plans including the corporate strategy/plans used to obtain, maintain, and motivate employees. At a minimum, the Offeror's proposal shall demonstrate:

1. Visibility, emphasis, and involvement in the effective management of the work efforts.
2. Employee recruitment, including the Offeror's ability to supply adequate, timely, and qualified replacement personnel for all positions.
3. Pre-security screening staffing, compensation, and retention plans including the corporate strategy/plans used to obtain, maintain, and motivate employees.
4. Ability to solve contract performance problems without extensive guidance from the Government.
5. History on actual use of key personnel proposed in the offer as key personnel under the Contract.

#### **4.4.3 Quality of Services**

Offeror's proposal shall demonstrate a quality of services to but is not limited to:

1. Providing high quality services of a similar nature in a manner that ensures maximum accuracy throughout cost/price effectiveness and overall client satisfaction.
2. Providing quality reports and documentation (i.e., accurate, current, and complete).



#### **4.4.4 Timeliness**

Offeror's proposal shall demonstrate timeliness including but not limited to:

1. The ability to replace personnel identified and assigned to the project in a timely manner.
2. The responsiveness to emergency situations.
3. The ability to submit required proposals and invoices for temporary services in a timely manner.

#### **4.4.5 Effective Utilization of Resources**

Offeror's proposal shall demonstrate effective utilization of resources including to but not limited to:

1. The ability to meet cost/price estimates.
2. The ability to effectively plan work to ensure maximum effective utilization of resources.

Note: If some of the Offeror's experience is relevant and the rest is not, only the relevant experience will be evaluated for purposes of past performance. If no experience is relevant or the experience that is relevant cannot be evaluated due to a reference's failure to respond, a rating of neutral will be assigned for past performance.

#### **4.5 Factor 3: Price**

The Government will, for price evaluation purposes only, evaluate each proposal for price based on the following:

1. 1800 beds/day per performance period (base period and each option period)
2. 2,000 beds total per performance period for surge Detention Services (base period and each option period).
3. Total proposed amount for transportation in Attachment (6) per performance period (base period and each option period).
4. 50,000 miles for transportation per performance period (base period and each option period) for routes not listed in Attachment (6)
5. 10,000 hours of On-call Detention Services for each performance period (base period and each option period)

**The Government will conduct its price evaluation based on the criteria under M-3 using one or more of the techniques specified in FAR 15.404-1(b). The Government may require the submission of cost/price or pricing data in accordance with FAR 15.403-4 if, after receipt of proposals, such determination is made.** In accordance with the Schedule B Section of the RFP, the Transition Period should be priced as a separate Contract Line Item.

#### **4.6 Factor 4: Small Business**

The Government will evaluate each proposal's small business plan based on the information provided and meeting the ICE established goals of subcontracted amounts as follows:

- (a) Small Business concerns (SB) (33.5%)
- (b) Small Disadvantaged Business concerns (SDB) (8%)
- (c) Women-Owned Small Business concerns (WOSB) (5%)
- (d) 8(a) concerns (4%)
- (e) HUBZone Small Business concerns (HUBZSB) (3%)
- (f) Small Disadvantaged Veteran Owned Small Business concerns (SDBVOB) (3%)
- (g) Offeror's past performance in complying with subcontracting plan goals

**Note:** The assessment shall be based upon the Offeror's achievement of the Agency's small business goals stated above for **this specific proposal**.

#### **5.0 Evaluation Process**

##### **5.1 General**

###### **5.1.1 Basis for Award**

Award will be based on best value principles. Award will be made to the Offeror whose proposal represents the greatest overall value to the Government, price and other factors considered.

###### **5.1.2 Method of Evaluation**

The determination of best value will be made by comparing the differences in the value of the Demonstrated Technical/Management Capability (Factor 1) and Past Performance (Factor 2) and with differences in the price/cost proposed.

Demonstrated Technical/Management Capability is more important than Past Performance. When combined, demonstrated Technical/Management Capability and Past Performance are more important than Price/Cost.

The four (4) sub-factors in Technical Capability (Factor 1) are of equal weight.

The Government may not make an award at a significantly higher overall cost/price to the Government to achieve only slightly superior technical capability. The Government will make this assessment through the development of trade-off analysis and other analytic studies that involve the assessment of benefits of superior technical capability features (e.g., benefits clearly attributable to increased productivity, probability of successful contract performance, and/or unique and innovative approaches or capabilities) versus the added cost/price. Overall cost/price to the Government may become the ultimate determining factor for award of the contract as proposals become more equal based on the other factors. The degree of equality between the Offerors' proposals will be measured by the quality, significance, and applicability of the superior features proposed.

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

**5.1.3 Scoring Instructions**

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

**5.1.4 Adjectival Ratings System**

The Demonstrated Technical/Management Capability (Factor 1) will be evaluated qualitatively and categorized follows:

Rating	Definition
Outstanding	The Offeror significantly exceeds the requirements of the RFP. The Offeror has demonstrated that they are highly proficient, knowledgeable and experienced in meeting the requirements specified.
Good	The Offeror exceeds the requirements of the RFP. The Offeror has demonstrated that they are proficient, knowledgeable, and experienced in meeting the requirements specified.
Acceptable	The Offeror meets the requirements of the RFP. The Offeror has demonstrated sufficient knowledge or experience in meeting the requirements specified.
Marginal	The Offeror has met the minimum requirements of the RFP with some errors/deficiencies but not many as defined by the Unacceptable rating.
Unacceptable	The Offeror does not meet the requirements of the RFP. Proposal has many deficiencies and/or gross omissions. The Offeror has little or no working knowledge of how to meet the requirements specified. (When applying this adjective to a proposal as a whole, the proposal must be so unacceptable in one or more areas that it would have to be significantly revised in order to attempt to make it other than unacceptable.)

### 5.1.5 Past Performance Adjectival ratings

Adjectival ratings are defined below and should be used as a reference in assessing performance:

Rating	Definition
Outstanding	The Offeror demonstrated initiative to enhance/exceed the contract requirements. The overall contract relationship with the Government was exceptional.
Good	There were no quality and/or non-conformance issue(s) that negatively impacted achievement of the contract requirements.
Acceptable	There were quality and/or non-conformance issue(s) that had a slight impact on achieving the contract requirements that required occasional intervention by Government personnel to resolve issues.
Marginal	There were quality and/or non-conformance issue(s) that has a significant impact on achieving the contract requirements that required substantial intervention by Government personnel to resolve.
Unacceptable	The quality and/or non-conformance issues(s) impacted achieving the contract requirements that required substantial intervention by Government personnel to the point that performance under the contract was in jeopardy.
Neutral	If the Offeror has no prior experience in the requirement and has no past performance, they will be rated Neutral.

### 5.1.6 Small Disadvantaged Business Participation

Adjectival ratings are defined below and should be used as a reference in assessing Small Disadvantaged Business participation:

Rating	Definition
Outstanding	Significantly exceeds the DHS small business goals for SDB businesses; or Offeror is a SDB; or Offeror is a participant in the DHS Mentor-Protégé Program
Good	Exceeds the DHS small business goals for SDB businesses; or Offeror is a SDB; or Offeror is a participant in the DHS Mentor-Protégé Program
Acceptable	Meets the Department's small business goals for SDB businesses
Marginal	Proposes but does not meet the DHS small business goals for SDB businesses.
Unacceptable	Does not propose to subcontract with a SDB businesses.

**END OF SOLICITATION**