

CONTRACT AWARD

PAGE 1 OF 92 PAGES

1 CONTACT NUMBER CDT-12-C-0003		2 EFFECTIVE DATE 10/01/2012		3 SOLICITATION NUMBER ODT-12-R-0001		4 REQUISITION/PROJECT NUMBER	
5 ISSUED BY Office of the Federal Detention Trustee 4601 N. Fairfax Dr, Suite 910 Arlington, VA 22203				6 ADMINISTERED BY (If other than Item 5) CODE			
7 NAME AND ADDRESS OF CONTRACTOR The GEO Group, Inc. One Park Place, Suite 700 621 NW 53rd Street Boca Raton, FL 33487				8. PAYMENT WILL BE MADE BY United States Marshal Service Headquarters 2604 Jefferson Davis Highway Arlington, VA 22301			
9A DUNS NUMBER 612706465		9B TAXPAYER'S IDENTIFICATION NO 65-0043078		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO <input type="checkbox"/> ITEM 5 <input type="checkbox"/> ITEM 6 <input checked="" type="checkbox"/> ITEM 8 <input type="checkbox"/> OTHER (Specify)			


11 TABLE OF CONTENTS

X)	SEC	DESCRIPTION	PAGE(S)	(X)	SEC	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT TEAM	1	X	I	CONTRACT CLAUSES	1
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	1	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH			
X	C	DESCRIPTION/SPECS/WORK STATEMENT	14	X	J	LIST OF ATTACHMENTS	50
X	D	PACKAGING AND MARKING	1	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	8	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	1
X	F	DELIVERIES OR PERFORMANCE	1	L. INSTRS., CONDS., AND NOTICES TO OFFERORS			
X	G	CONTRACT ADMINISTRATION DATA	2	M. EVALUATION FACTORS FOR AWARD			
X	H	SPLCIAL CONTRACT REQUIREMENTS	1				

12 BRIEF DESCRIPTION

Management and operation of a contractor-owned/contractor operated secured detention facility to house up to 320 beds for detainees in the custody of the U.S. Department of Justice, United States Marshal Services (USMS). The contractor is solely responsible for the safety and well being of the federal detainees. See the attachments for further details.

Accounting Appropriation: 2013 1020X D13 HDH5000P

13. TOTAL AMOUNT OF CONTRACT		
14. CONTRACTOR'S AGREEMENT. Contractor agrees to furnish and deliver the items or perform services to the extent stated in this document for the consideration stated. The rights and obligations of the parties to this contract shall be subject to and governed by this document and any documents attached or incorporated by reference.		15. AWARD. The Government hereby accepts your offer on the solicitation identified in item 3 above as reflected in this award document. The rights and obligations of the parties to this contract shall be subject to and governed by this document and any documents attached or incorporated by reference.
<input checked="" type="checkbox"/> A CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN FOUR COPIES TO THE ISSUING OFFICE (Check if applicable)		
B. SIGNATURE OF PERSON AUTHORIZED TO SIGN		A. UNITED STATES OF AMERICA (Signature of Contracting Officer)
C. NAME OF SIGNER AMBER D. MARTIN		
D. TITLE OF SIGNER VICE President, Contracts Administration The GEO Group, Inc		B. NAME OF CONTRACTING OFFICER Deborah Johnson
E. DATE 9/28/12		C. DATE 9/28/2012

Contract Detention Services

Period of Performance	Per Day Rate Guarantee 1-320 Inmates	Per Hour Rate (Guard Services)
-----------------------	--	-----------------------------------

Base Period

10/1/2012 - 09/30/2013	(b) (4)
10/1/2013 - 09/30/2014	

Option 1

10/1/2014 - 09/30/2015	(b) (4)
10/1/2015 - 09/30/2016	

Option 2

10/1/2016 - 09/30/2017	(b) (4)
10/1/2017 - 09/30/2018	

Option 3

10/1/2018 - 09/30/2019	(b) (4)
10/1/2019 - 09/30/2020	

Option 4

10/1/2020 - 09/30/2021	(b) (4)
10/1/2021 - 09/30/2022	

Transportation and Guard Services for Court and Emergency Medical Appointments only, shall be included within the price provided for services. The above rates shall be applied for all other transportation services. Mileage for transportation shall be at the approved General Services Administration Mileage reimbursement rate and will not be provided for Court and Medical Appointments.

Detention Services
Performance Statement of Work

C.1	Background.....	2
C.2	Services Required.....	2
C.2.1	Standard Receiving and Discharge of Colorado Federal Prisoners/Detainees:	3
C.2.2	Records Management:.....	4
C.2.3	Indemnification:	4
C.2.4	Transportation	4
C.2.5	Medical Services	5
C.3	Quality Control Management.....	6
C.4	Quality Assurance.....	7
C.4.1	Inspection by Regulatory Agencies:	7
C.5	Performance Reviews	7
C.6	Performance Ratings.....	8
C.7	Performance Matrix.....	9
C.8	Contact for Contract Administration	13
C.9	Invoicing and Payment Provisions	13

C.1 Background

Federal detention is a large component of criminal and immigration case processing by the U.S. Marshals Service (USMS) and, U.S. Immigration and Customs Enforcement (ICE), Department of Homeland Security (DHS). Law enforcement initiatives and increases in illegal immigration to the United States have created a complex detention program that the Department of Justice (DOJ) must effectively manage with available detention resources or acquire additional resources to meet increasing demands.

In response to the increasing concern regarding federal detention, the Office of the Federal Detention Trustee (OFDT) was established by a Congressional directive to exercise all power and functions authorized by law relating to the detention of federal prisoners and illegal aliens. Accordingly, OFDT leads the development of DOJ detention policy and manages federal detention resources to maximize available detention space.

Currently, non-federal detention bed space for federal detainees and prisoners is acquired through Intergovernmental Agreements (IGA's), where a daily rate is paid to state and local governments, and facility-specific contracts with private service providers. The Department of Justice Appropriations Act for 2001 (Public Law 106-553) is designed to allow for the use of non-traditional contract vehicles when acquiring detention and other related services. This authority states:

"Sec. 119 - Notwithstanding any other provision of law, including section 4(d) of the Service Contract Act of 1965 (41 U.S.C. 353(d)), the Attorney General hereafter may enter into contracts and other agreements, of any reasonable duration, for detention or incarceration space or facilities, including related services, on any reasonable basis."

In an effort to fulfill the needs of detention bed space in the Colorado district, OFDT desires to award a contract against Immigration and Customs Enforcement (ICE) Contract No. HSCEDM-11-D-0003, dated September 15, 2011 for comprehensive detention services provided by The GEO Group, Incorporated at the at the Aurora Detention Facility in Aurora, Colorado.

C.2 Services Required

The Contractor will provide, by the terms and conditions identified in this contract and the ICE contract, all necessary personnel, equipment, materials, supplies, and services for the management of comprehensive detention services, which include, but are not limited to, security, medical services, food service, safety, and sanitation.

These comprehensive detention services shall provide for the safe, secure, and humane confinement for a population principally consisting of prisoners or detainees charged with federal offences' and detained while awaiting trial or sentencing. Services are to be provided at the Aurora Detention Facility, Aurora, Colorado.

USMS detainees shall be housed in accordance with the most current editions of the Federal Performance-Based Detention Standards (FPBDS), American Correctional Association (ACA) Standards for Adult Local Detention Facilities (ALDF), ,

All services and programs shall comply with this Performance Work Statement (PWS); the U.S. Constitution; all applicable federal, state, and local laws and regulations; applicable Presidential Executive Orders (E.O.); all applicable case law; and Court Orders. Should a conflict exist between any of the aforementioned standards, the most stringent shall apply. When a conflict exists and a conclusion cannot be made as to which standard is more stringent, the Contracting Officer (CO) shall determine the appropriate standard. The Contractor shall comply with DOJ and/or USMS regulation, Congressional mandate, federal law or E.O. Should the government invoke such changes, and the Contractor retains rights and remedies (i.e., equitable adjustment) under the terms and conditions of the contract.

The Contractor will:

- Provide a means for verification of their credentials and ACA accreditation If Applicable the Contractor shall obtain ACA accreditation within 24 months.
- Operate in full and complete compliance of the Federal Performance-Based Detention Standards as defined. Those standards are available at <http://www.usdoj.gov/ofdt/index.html>.
- Operate in full complete compliance with the Immigration and Customs Enforcement Contract No. HSCEDM-11-D-0003, dated September 15, 2011 for comprehensive detention services.

C.2.1 Standard Receiving and Discharge of Colorado Federal Prisoners/Detainees: The contractor agrees to accept federal detainees only upon presentation by a law enforcement officer of the Federal Government with proper agency credentials and shall not relocate a federal detainee from one facility under its control to another without the permission of the Federal Government.

Contractor shall release federal prisoners/detainees only to law enforcement officers of the Federal Government agency initially committing the detainee (i.e., DEA, ICE, etc.) or to a Deputy United States Marshal (USM). Those detainees who are remanded to custody by a USM may only be released to a USM or an agent specified by the USM of the Judicial District.

Federal prisoners detainees sought for a state or local court proceeding must be acquired through a Writ of Habeas Corpus or the Interstate Agreement on Detainers and then only with the concurrence of the Federal Government.

C.2.2 Records Management: All records related to contract performance should be retained in a retrievable format for the duration of the contract. Except as otherwise expressly provided in this PWS, the Contractor shall, upon completion or termination of the resulting contract, transmit to the Government any records related to performance of the contract.

The Contractor shall comply with all statutes, regulations, and guidelines from the National Archives and Records Administration. Records and information management functions are required and mandated by the following regulations: 44 U.S.C., 21, 29, 31, and 33; 36 CFR 12; 41 CFR 201 subchapters A and B; OMB Circular A-130; and DOJ Order 2710.8A, Removal and Maintenance of Documents. Criminal penalties for unlawfully destroying, damaging or removing federal records are addressed in 18 USC 2071, 793, 794, and 7989.

C.2.3 Indemnification: The Contractor shall protect, defend, indemnify, save, and hold harmless the United States Government, the DOJ and its employees or agents, from and against any and all claims, demands, expenses, causes of action, judgments and liability arising out of, or in connection with, any negligent acts or omissions of the Contractor, its agents, sub-contractors, employees, assignees, or any one for whom the Contractor may be responsible. The Contractor shall also be liable for any and all costs, expenses, and attorneys' fees incurred as a result of any such claim, demand, and cause of action, judgment or liability, including those costs, expenses, and attorneys' fees incurred by the United States Government, the DOJ and its employees or agents. The Contractor's liability shall not be limited by any provision or limits of insurance set forth in the resulting contract.

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

The Contractor shall be responsible for all litigation, including the cost of litigation brought against it, its employees or agents for alleged acts or omissions. The Contracting Officer shall be notified in writing of all litigation pertaining to this contract and be provided copies of any pleadings filed or said litigation within five (5) working days of receipt of service. The Contractor shall cooperate with government legal staff and/or the United States Attorney regarding any requests pertaining to federal or Contractor litigation.

C.2.4 Transportation: The Contractor is responsible for the movement/transportation of Colorado prisoners designated to the institution. Examples of circumstances requiring prisoner movement/transportation include, but are not limited to: outside medical care; transfer or movement to/from other Government facilities; and airlift sites. The contractor's transportation procedures shall ensure staff and prisoner security and safety.

The contractor shall utilize restraint equipment identical to the USMS when one-for-one equipment exchange is required (e.g., airlifts).

Transportation and escort guard services will be performed by (b) (7)(E) qualified detention or correctional officer personnel employed by the contractor under their policies, procedures, and practices of the District. The contractor agrees to augment such practices as may be requested by the USMS to enhance specific requirement for security, prisoner monitoring, visitation, and contraband control.

The Contractor agrees, upon request of the USMS in whose custody a prisoner is held, to provide the following services:

- 1) Transportation and escort guard services for federal prisoners housed at their facility to and from a medical facility for outpatient care;
- 2) Transportation and stationary guard services for federal prisoners admitted to a medical facility;
- 3) Transportation and escort guard services for federal prisoners housed at their facility to and from the U.S. Courthouse¹;
- 4) Transportation and escort guard services for federal prisoners housed at their facility to and from the Justice Prisoner and Alien Transportation (JPATS) airlift sites.

C.2.5 Medical Services: The Contractor is financially responsible for all medical and pharmaceutical treatment provided to federal detainees within the facility. The Contractor shall provide the full range of medical care required within the facility including dental care, mental health care, pharmaceuticals, and record keeping. The facility must meet the essential standards of the National Commission of Correctional Health Care's Standards for Health Services for Prisons (current edition).

The contractor will submit to the USMS District of Colorado requests for approval of all treatment to be provided outside the facility. The USMS shall be responsible for the cost of USMS approved outside medical treatment. In accordance with Title 18, U.S. Code, Section 4006, the USMS is precluded from paying for prisoner medical care in excess of Medicare rates. In contract to ensure that Medicare rates are properly applied, medical claims for detainees in the custody of the USMS must be on CMS forms. The contractor shall ensure that the USMS is billed directly by the medical provider for any outside medical services provided for USMS prisoners. Any medical service claims received by

¹ The Contractor will not transport federal prisoners to any U.S. Courthouse without a specific request from the USM who will provide the prisoner's name, the U.S. Courthouse, and the date the prisoner is to be transported. Upon arrival at the courthouse, transportation and escort guard will turn federal prisoners over to Deputy U.S. Marshals only upon presentation by the deputy of proper law enforcement credentials;

the facility for USMS prisoners should be forwarded immediately to the local U.S. Marshal for re-pricing at Medicare rates and payment.

In the event of an emergency, the contractor shall proceed immediately with necessary medical treatment. In such event, the contractor shall notify the USMS Colorado immediately regarding the nature of the federal detainee's illness or injury, type of treatment provided, and the estimated cost thereof.

The Contractor shall promptly forward medical invoices for outside medical care to the USMS within 30 days of receipt. Invoices for outside medical care should be billed by the provider directly to the USMS District of Colorado.

The facility shall have in place an adequate infectious disease control program, which includes testing all prisoners at the facility for Tuberculosis (TB) as soon as possible upon intake (not to exceed 14 days) and read within 72 hours. TB testing shall be accomplished in accordance with the latest CDC Guidelines and the results documented on the federal detainee's medical record. The contractor shall immediately notify the USMS of any cases of suspected or active TB so that any scheduled transports or production can be delayed until a physician verifies the federal detainee's TB status.

The form USMS -533, *Medical Summary of Federal Prisoner/Alien in Transit* must be completed by detention facility medical staff prior to transfer of USMS prisoner. The facility is required to document all medical diagnosis (present and past), medications and medical equipment pertinent to the continuity of medical care. When a federal detainee is being transferred and/or released from the facility, he will be provided with seven (7) days of prescription medication which will be dispensed from the detention facility. When possible, generic medications should be prescribed. Medical records and the USMS form 533 must travel with the federal detainee.

If the records are maintained at a medical contractor's facility, it is the detention facility's responsibility to obtain them before a federal detainee is moved.

C.3 Quality Control Management

The Contractor is responsible for management and quality control actions necessary to meet the quality standards set forth in this Contract. In compliance with the Federal Acquisition Regulation (FAR) Clause 52.246-4, Inspection of Services-Fixed Price, the Contractor must provide a Quality Control Plan (QCP) to the Contracting Officer no later than 60 days after award.

The plan must include:

- 1) A description of the methods to be used for identifying and preventing defects in the quality of service performed;

- 2) A description of the records to be kept to document inspections and corrective or preventive actions taken;
- 3) Records of inspection that must be kept and made available to the Contracting Officer, when requested, through the contract performance period and for the period after contract completion until final settlement of any claims under this contract.

C.4 Quality Assurance

The Government quality assurance is comprised of the various functions, including inspection, performed by the Government to determine whether a Contractor has fulfilled its contract obligations pertaining to quality. The Government's QA program is not a substitute for quality control by the Contractor.

Each phase of the services rendered under this contract is subject to Government inspection both during the Contractor's operations and after completion of the tasks. When the Contractor is advised of any unsatisfactory condition(s), the Contractor shall submit a written report to the CO addressing corrective/preventive actions taken. The Contracting Officer's Technical Representative (COTR) may check the Contractor's performance and document any non-compliance, but only the CO may take formal action against the Contractor for unsatisfactory performance.

The COTR will be designated subsequent to contract award and a delegation of COTR duties and authority will be furnished to the Contractor. The Government may reduce the Contractor's invoice or otherwise withhold payment for any individual item of nonconforming service observed as specified in Contractor's Failure to Perform Required Services. The Government may apply various inspection and extrapolation techniques to determine the quality of service and the total payment due.

C.4.1 Inspection by Regulatory Agencies: Work described in the contract, is subject to inspection by other agencies to include federal, state and local governments. The Contractor shall participate in responding to all requests for information and inspection or review findings by regulatory agencies.

C.5 Performance Reviews

In accordance with the Federal Acquisition Regulations (FAR), subpart 37.601 Performance-based Acquisition, the Government must have a method of assessing contractor performance against performance standards. Further, the contract provides procedures for reductions to the price of a fixed-price contract when services are not performed or do not meet contract requirements. This Performance Summary establishes the performance level required by the Government to meet the contract requirements.

The following methods of surveillance may be used in the assessments of contract performance:

- A) Systematic: These reviews will be scheduled inspections focusing on a specific discipline. Assessments may be performed by Government monitors or by other parties designated by the Government.
- B) Ad-Hoc: These reviews will be conducted as a result of special interests arising from routine monitoring of the contractor's quality control system an unusual occurrence pertaining to the contract or other Government concerns.

C.6 Performance Ratings

The service requirements are divided into various disciplines, each of which has a number of key functions. Successful performance of a key function is essential for successful performance of the related discipline. Each discipline comprises a specific percentage of the overall contract requirement. Reductions in contract price will be based on these percentages applied to the overall monthly invoice.

At the conclusion of any review, a report will be written and an adjectival rating of contractor performance within each discipline will be assigned. The following rating system will be used:

Excellent: The program conforms to the FPBDS in an exceptional manner and conformance is maintained with exceptional internal controls. Policies and procedures for achieving the program standards are documented and adequate for the mission of the facility; the policies and procedures are communicated to staff; the policies and procedures are fully implemented; and the desired outcome is achieved. Level of performance in the aggregate exceeds the minimum performance standard by substantial margin; deficiencies are nonexistent or extremely minor.

Good: The program conforms to the FPBDS in an acceptable manner. Internal controls limit procedural deficiencies. The facility more than accomplishes the requirements of program standards. Level of performance in the aggregate meets the performance standard; deficiencies are minor and offset by outstanding elements of performance within the review guideline.

Acceptable: The program is meeting the requirements of the FPBDS. There are no breakdowns that would keep the program from continuing to accomplish the mission of the facility. Level of performance in the aggregate meets the performance standards; deficiencies are minor and there are no outstanding elements of performance present within the review guideline.

Deficient: The program is unable to meet the requirements of one or more of the FPBDS. Internal controls are weak, resulting in serious deficiencies in one or more areas. The level of performance in the aggregate fails to meet the performance standards; deficiencies are pervasive.

At-Risk: Operation of the program is impaired to the point that the facility is unable to accomplish its mission. The program is unable to meet the requirements of the FPBDS and is unlikely to meet those requirements in the foreseeable future without substantial corrective action. The level of performance in the aggregate fails to meet the performance standards; deficiencies require immediate corrective actions.

C.7 Performance Matrix

This Performance Matrix serves to communicate what the Government intends to qualitatively inspect. The matrix identifies:

- A. Each service requirement and the key functions essential to successful performance of each contract requirement;
- B. Define the minimum performance rating acceptable for each contract requirement; and
- C. Specify the maximum percentage of total contract value attributable to each contract requirement.

Administration and Management

Objective - Addresses policy development and monitoring; internal quality control; maintenance of detainee records, funds, and property; admission and orientation procedures; detainee release; and accommodations for the disabled.

Value: 20%

Minimum Successful Performance Rating: **Acceptable**

FPBDS Section	Standard
(A.1)	Policy Development and Monitoring
(A.2) (K.1)	Internal Inspections and/or Reviews
(A.3)	Detainee Records
(A.4)	Admission and Orientation
(A.5) (K.2)	Personal Property and Monies
(A.6) (K.3)	Detainee Release
(A.7)	Accommodations for the Disabled

Health Care

Objective - Addresses the policies and procedures for administering quality health care by licensed personnel; maintaining accurate health information data; timely health screening, treatment, program intervention and follow-up of all cases; access to routine, acute chronic, and emergency health services, response to medical, mental and dental health needs of detainees; suicide prevention; infectious disease; hunger strikes; and detainee death.

Value: 15%

Minimum Successful Performance Rating: **Acceptable**

FPBDS Section	Standard
(B.1)	Intake Health Screening
(B.2) (K.4)	Medical, Dental, and Mental Health Appraisals
(B.3) (K.5)	Access to Routine, Acute Chronic, and Emergency Health Services
(B.4)	Experimental Research
(B.5)	Response to Medical, Mental, and Dental Health Needs
(B.6)	Suicide Prevention
(B.7)	Detainee Hunger Strikes
(B.8)	Detainee Death
(B.9)	Informed Consent/Involuntary Treatment
(B.10)	Infectious Disease

Detention Services
Performance Statement of Work

Security and Control

Objective - Addresses the issuance of policies and procedures to staff; appropriate use of force; maintenance of daily incident logs; emergency readiness; and detainee accountability and discipline.

Value: 20%

Minimum Successful Performance Rating: Acceptable

FPBDS Section	Standard
(C.1)(K.6)	Post Orders
(C.2)	Permanent Logs
(C.3) (K.7)	Security Features
(C.4) (K.8)	Security Inspections and/or reviews
(C.5)	Control of Contraband
(C.6)	Detainee Searches
(C.7)	Detainee Accountability and Supervision
(C.8)	Use of Force
(C.9)	Non-routine Use of Restraints
(C.10)	Tool & Equipment Control
(C.11)	Weapons Control
(C.12)	Detainee Discipline
(C.13)	Supervision for Special Housing
(C.14)(K.9)	Contingency/Emergency Plan

Food Service

Objective - Address basic sanitation procedures and the adequacy of meals provided to detainees.

Value: 15%

Minimum Successful Performance Rating: Acceptable

FPBDS Section	Standard
(D.1) (K.10)	Sanitation Requirements
(D.2) (K.11)	Ensure Meals are Varied
(D.3)	Special Diets

Staff and Detainee Communication

Objective - Address opportunities for detainees to communicate with staff; detainee grievance procedures; and the provision of diversity training.

Value: 5%

Minimum Successful Performance Rating: Acceptable

FPBDS Section	Standard
(E.1) (K.12)	Staff-Detainee Communication
(E.2)	Diversity Training
(E.3)(K.13)	Detainee Grievances

Safety and Sanitation

Objective - Addresses the adequacy of fire safety programs; the control of dangerous materials and/or hazards; air quality, noise levels, and sanitation of the facility; and the cleanliness of clothing and bedding.

Value: 5%

Minimum Successful Performance Rating: Acceptable

FPBDS Section	Standard
(F.1)	Fire Safety
(F.2)	Non-Hazardous Furnishings
(F.3)	Control of Dangerous Materials
(F.4)	Environmental Control
(F.5) (K.14)	Clothing and Bedding
(F.6)	Personal Hygiene/Well-being
(F.7) (K.15)	Physical Facility and Equipment

Services and Programs

Objective - Addresses detainee classification; religious practices; work assignments; availability of exercise opportunities; access to legal materials and legal representation; access to a telephone; visitation privileges; and the handling of detainee mail and correspondence.

Value: 15%

Minimum Successful Performance Rating: Acceptable

FPBDS Section	Standard
(G.1) (K.16)	Classification, Review, and Housing
(G.2) (K.17)	Religious Practices
(G.3)	Volunteer Work Assignments
(G.4)	Work Assignments and Security
(G.5)	Exercise and Out-of-Cell Opportunities
(G.6)	Legal Materials
(G.7) (K.18)	Legal Representation
(G.8)	Telephone Access
(G.9)	Visitation Privileges
(G.10)(K.19)	Detainee Mail and Correspondence

Workforce Integrity

Objective - Address the adequacy of the facility's hiring process and background check procedures, and the adequacy of procedures to respond to allegations of staff misconduct.

Value: 2.5%

Minimum Successful Performance Rating: Acceptable

FPBDS Section	Standard
(H.1)	Staff Background and Reference Checks
(H.2)	Staff Training, Licensing, and Credentialing
(H.3)	Staff Misconduct

Detainee Discrimination

Objective – Address the adequacy of policies and procedures designed to prevent discrimination against detainees based on gender, race, religion, national origin, or disability.

Value: 2.5%

Minimum Successful Performance Rating: Acceptable

EPBDS Section	Standard
(I.1)	Discrimination Prevention

C.8 Contact for Contract Administration

The Contractor shall designate a person to serve as the contract administrator for the requirement. The contract administrator is responsible for overall compliance with contract terms and conditions. The Contractor's designation of representatives to handle certain functions under this contract does not relieve the contract administrator of responsibility for contract compliance.

Name	
Title	
Address	
Zip Code	
Telephone	
FAX	
E-Mail Address	

C.9 Invoicing and Payment Provisions

The Contractor shall prepare and submit for certification and payment, original and separate invoices each month to each of the USMS District of Colorado for **ONLY** District of Colorado Federal prisoners. To constitute a proper monthly invoice, the name and address of the facility, the name of each federal detainee, *his/her* specific dates of confinement, the total days to be paid, the appropriate per diem rate, and the total amount billed (total days multiplied by the rate per day) shall be listed, along with the name, title, complete address and telephone number of the official responsible for invoice preparation. The invoice shall be submitted to the United States Marshals COTR at the address listed below must include:

- Name and address of the Contractor;
- Invoice date and number;
- Contract number;
- Description, quantity, unit of measure, unit price and extended price of the services provided;
- Terms of any discount for prompt payment offered;
- Name and address of official to whom payment is to be sent;
- Name, title, and phone number of person to notify in event of defective invoice; and
- Taxpayer Identification Number; and
- Electronic funds transfer banking information in accordance with FAR 52.232-33, Payment by Electronic Funds Transfer Central Contractor Registration.

The invoice shall be sent to:

USMS District of Colorado
901 19th Street
Third Floor
Denver, Colorado 80294

Payment

The Government will make payments to the contractor on a monthly basis, promptly after receipt of an appropriate invoice.

SECTION D - PACKAGING AND MARKING

THERE ARE NO CLAUSES INCLUDED IN THIS SECTION

SECTION E**INSPECTION AND ACCEPTANCE****E.1 52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)**

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform to contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

E.2 CONTRACTOR QUALITY CONTROL PLAN

The contractor shall develop, maintain and submit, in accordance with Section L of the PWS, a Quality Control Plan (QCP) delineating the contractor's quality control program/inspection system to monitor and control their performance of services required in order to meet the requirements of the PWS. The program/inspection system shall explain in detail how the contractor shall sustain the quality of providing Comprehensive Detention Services.

E.3 GOVERNMENT QUALITY ASSURANCE SURVEILLANCE PLAN

(a) The OFDT's Quality Assurance Surveillance Program (QAP) is based on the premise that the contractor, and not OFDT, is responsible for management and quality control actions to meet the terms of the contract. The QAP procedures recognize that the contractor is not a perfect manager and that unforeseen and uncontrollable problems do occur. Good management and use of an adequate Quality Control Plan will allow the contractor to operate within acceptable quality levels.

(b) In accordance with FAR 52.246-4, Inspection of Services--Fixed-Price, each phase of the services rendered under this contract is subject to OFDT inspection both during the contractor's operations and after completion of the tasks. When the contractor is advised of any unsatisfactory condition(s), the contractor shall submit a written report to the Contracting Officer (CO) addressing corrective/preventive actions taken. The OFDT's QAP is not a substitute for quality control by the contractor.

(c) The Contracting Officer's Representatives (COR) may check the contractor's performance and document any noncompliance, however, only the Contracting Officer may take formal action for unsatisfactory performance.

(d) The OFDT may reduce the contractor's invoice or otherwise withhold payment for any individual item of nonconformance observed as specified below in the Contractor's Failure to Provide Services Clause. The Government may apply various inspection and extrapolation techniques (i.e., 100 % surveillance, random sampling, planned sampling, unscheduled inspections, etc.) to determine the quality of services and the total payment due.

E.4 CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES

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

E.5 FACILITY REVIEW (YEARLY)

The facility will be reviewed at least once every twelve months in accordance with the terms of the contract. Reviews will be done on more frequent basis if specified in the contract, or if a facility performance is found to be substandard.

(a) **Review Process** - A facility review will consist of five phases: pre-review preparation, on-site review, report production, review of conclusions, and follow-up review. If the facility has programs that receive "Deficient" or "At-Risk" performance ratings the facility will undergo a follow-up review phase. If all of the facility's reviewed programs are judged to be "Acceptable"

or better, the facility review will be closed after the facility has completed any specified corrective actions and action plans.

(b) Discovery of Deficiencies – The review team will investigate and report on any significant and relevant problems or areas needing improvement. Review team members will also examine the status and results of corrective actions implemented by the facility after recent reviews to determine whether the deficiencies have been remedied. A deficiency is defined as “a facility or facility administration problem or weakness noted by the review team that needs to be corrected.” In its broadest sense, a deficiency includes any condition needing improvement, but the term “deficiency” also can be used to describe:

- Deviations from policy or regulation
- Weaknesses in internal controls
- Lack of quality controls
- Failure to observe accepted standards of practice for a particular profession
- Lack of operating efficiency
- Failure to meet program objectives
- Nonconformance with a key standard within the Performance-Based Detention Standards

(1) For each deficiency in a program area discovered during the on-site review, the Review Team Coordinator will determine whether the deficiency is indicative of a significant finding (i.e., a glaring deficiency or pattern of deficiencies substantial enough to conclude that corrective action is required). In evaluating the seriousness, or materiality, of each deficiency, the Review Team Coordinator will consider the risk presented by the deficiency to the facility’s ability to effectively conform to the Performance-Based Detention Standards.

(2) If the Review Team Coordinator concludes that the deficiency is material enough to warrant a significant finding, the review team will collect and organize evidence of the deficiency in a manner that supports the significant finding and will investigate its causes and effects for inclusion in the facility review report. Each significant finding presented in the report will describe the deficient condition(s), provide one or more examples, explain why it is deficient, detail its existing and potential effects, suggest its probable cause, and identify required (binding) and recommended (non-binding) corrective action(s) to rectify the deficiency.

(3) Deficiencies deemed by the Review Team Coordinator to be insufficiently material to justify presentation, as one or more significant findings will be disclosed in a separate section of the facility review report. This separate section will include non-binding recommendations for corrective action that the contractor will be encouraged to implement. A contractor’s failure to implement a non-binding recommendation will not, by itself, cause the facility to receive a lower performance rating during its next facility review. However, if the facility exhibits worsening performance partly as a result of not implementing the recommended corrective action, it could earn a lower performance rating during the next review.

(c) Life-Threatening Conditions and Public Safety Concerns – Review team members will alert the Review Team Coordinator to any facility conditions that might pose a threat to detainees’ lives or compromise facility security to a degree that the lives of facility staff or the

public are endangered. The Review Team Coordinator, in turn, will investigate the condition further with review team members. If the Review Team Coordinator confirms the condition's severity, he or she will discuss it with the contractor as soon as possible, and will encourage the contractor to correct the condition before the on-site inspection is completed.

(d) **Fraud, Abuse, and Illegal Acts** – The review team will inform the Review Team Coordinator if it discovers any evidence of fraud, abuse, or illegal acts. The Review Team Coordinator will inform the contractor of these discoveries and will include descriptions of the offending activities in a special and prominent section of the facility review report.

(e) **Hindered Reviews** – Facility programs that cannot be adequately reviewed due to a lack of cooperation from facility staff, the staff's failure to adequately prepare for the on-site inspection, or by interference with the review itself will receive an "At-Risk" performance rating for each program that was inadequately evaluated. In these cases, the review team will attempt to evaluate all programs to the extent possible despite the hindrances. The review team will complete a review report that includes descriptions of the manner in which the review team was prohibited from completing proper program evaluation.

(f) **Cancellation of Reviews due to Unforeseen Circumstances** – Scheduled and confirmed facility reviews that cannot be conducted due to circumstances beyond the control of the facility staff or the review team (e.g., inclement weather that precludes review team travel, a staff medical emergency, etc.) will be rescheduled for the earliest possible date. The Review Team Coordinator will inform the contractor of the dates for the rescheduled review within 10 days of the original review's postponement. A contractor can request a facility review postponement by formally submitting this request to the Review Team Coordinator, along with an explanation of the circumstances justifying the cancellation. Facility review postponements and rescheduling will rarely occur. Each occurrence will be documented in the review file of the corresponding facility; this file will include a signed formal letter explaining why the postponement was needed.

(g) **Performance Ratings** - During a facility review, performance ratings will be assigned to the facility for each of the nine programs identified by the Performance-Based Detention Standards. The review team will use the following individual program performance ratings to assign an overall performance rating to the facility:

Excellent: The program conforms to the Performance-Based Detention Standards in an exceptional manner and conformance is maintained with exceptional internal controls. Policies and procedures for achieving the program standards are documented and adequate for the mission of the facility; the policies and procedures are communicated to staff; the policies and procedures are fully implemented; and the desired outcome is achieved. The level of performance in the aggregate exceeds the minimum performance standard by substantial margin; deficiencies are nonexistent or extremely minor.

Good: The program conforms to the Performance-Based Detention Standards in an acceptable manner. Internal controls limit procedural deficiencies. The facility more than accomplishes the requirements of program standards. The level of performance in the aggregate

meets the performance standards; deficiencies are minor and offset by outstanding elements of performance within the review guideline.

Acceptable: The program is meeting the requirements of the Performance-Based Detention Standards. There are no breakdowns that would keep the program from continuing to accomplish the mission of the facility. Level of performance in the aggregate meets the performance standards; deficiencies are minor and there are no outstanding elements of performance present within the review guideline.

Deficient: The program is unable to meet the requirements of one or more of the Performance-Based Detention Standards. Internal controls are weak, resulting in serious deficiencies in one or more areas. The level of performance in the aggregate fails to meet the performance standard; deficiencies are pervasive.

At-Risk: Operation of the program is impaired to the point that the facility is unable to accomplish its mission. The program is unable to meet the requirements of the Performance-Based Detention Standards and is unlikely to meet those requirements in the foreseeable future without substantial corrective action. The level of performance in the aggregate fails to meet the performance standards; deficiencies require immediate corrective actions.

(h) Review Conclusions:

(1) **Review of Initial Review Report** – The Review Board will examine the initial facility review report and the recommendations produced by the review team, and will furnish the Review Team Coordinator with any changes within 10 calendar days after receiving the report. Review team members will be consulted to clarify any ratings that appear inconsistent with the report narrative.

(2) **Transmittal of Report to Contractor** – The Review Team Coordinator will make the stipulated report changes within 10 days after receiving comments from the Review Board, and will transmit the updated report to the Review Board, Contracting Officer and contractor. If no corrective actions are required, the contractor will contact the Review Team Coordinator within 30 days to acknowledge receipt of the report, and at this time may comment on the contents of the report or the overall rating received. If corrective actions are required, the contractor will declare either agreement or disagreement with the binding recommendations in the report. If the contractor is in agreement with the findings, he/she will report back to the Review Team Coordinator on the steps taken to comply with the binding recommendations within 30 days of receiving the facility review report. For each action that the contractor does not expect to complete within 30 days, a written action plan identifying target dates for completing each major step will be developed and included in the report. The Review Team Coordinator will review the contractor administrator's response to ensure that it is complete and that all required corrective actions have been taken, or that an action plan has been developed to remedy significant findings within 90 days of the facility review report's issue. The facility Review Team Coordinator will forward all appropriate facility review documentation to the Contracting Officer, as necessary.

(3) Appeals of Review Findings – If the contractor disagrees with any finding, binding recommendation, or performance rating, he or she will submit a formal written appeal to the Review Board within 30 days of receiving the facility review report. In this appeal, the contractor will explain why a rating or finding is unjustified, or why a required action cannot or will not be taken. In the latter case, the contractor will suggest alternative methods of correcting the deficiency or of improving the program. The Review Board will evaluate the appeal and, if necessary, will discuss its merits with the review team. Within 30 days of receiving the appeal, the Review Board will decide whether to accept or deny the appeal and will send formal written notification of this decision through the Contracting Officer to the contractor and review team. If an appeal is accepted, the Review Team Coordinator will amend the facility review report to reflect approved changes. After decisions have been reached on any appeals, the Review Team Coordinator will distribute copies of the final version of the facility review report to all involved parties. The contractor will implement corrective actions and develop action plans for corrections that cannot be completed within 30 days. Corrective actions described by action plans will be completed within 90 days of the facility review report's issue.

(i) Follow-up Review

(1) Communication of Corrective Actions Needed – For each action that cannot be completed within 30 days, the contractor will develop a written action plan identifying target dates for completing each major step. All actions will be completed no more than 90 days after the issue of the final review report. The contractor will send the action plans to the Review Team Coordinator and Contracting Officer within 30 days of the final facility review report's issue. The Review Team Coordinator will review the action plans and will determine whether they will adequately address the underlying deficiencies.

(2) Review of Completed Corrective Actions – The contractor will implement all corrective actions specified in the final team report and will formally document the actions taken, sign this document, and submit it to the Review Team Coordinator or other designated monitor. After receiving documentation of completed corrective actions and action plans from the contractor, the review team will determine whether to conduct one or more follow-up reviews to verify firsthand that the deficiencies have been remedied. Follow-up inspections will be conducted within 30 days of receipt of documentation from the contractor. This inspection will focus only on the program(s) affected by the corrective actions. The Review Team Coordinator will verify that the documentation provided by the contractor is accurate and that the corrective actions taken do not reduce facility performance in other areas below an "Acceptable" level. The Review Team Coordinator will hold a closeout meeting with the contractor at the end of the follow-up inspection to discuss its preliminary conclusions.

(3) Follow-Up Review Report – No later than 14 days after the end of the follow-up inspection, the Review Team Coordinator or monitor will prepare a formal written report presenting the results of the follow-up review, and will submit this report to the contractor and Review Board. If no on-site review is done, the report will be completed within 30 days of receipt of documentation from the contractor. This report will indicate whether the corrective actions sufficiently improve the affected facility programs to an "Acceptable" performance level or better. If the Review Team Coordinator or monitor deems that facility changes are adequate,

the follow-up review and facility review will be closed, and the Contracting Officer and the contractor will be notified of the closure. None of the performance ratings for facility programs will be altered as a result of the follow-up review, no matter how well the facility addresses its deficiencies, and the next facility program reviews will be scheduled according to the procedures described previously.

(4) Appeals of Follow-Up Conclusions – If the Review Team Coordinator or monitor concludes that the corrective actions taken by the facility are inadequate to bring the reviewed facility programs to an “Acceptable” performance level or better, the contractor will be given 10 days to appeal this conclusion. To lodge an appeal, the contractor will formally submit a written letter detailing any flaws in the follow-up analysis and explaining why the facility’s improvements meet the corrective actions prescribed. The Review Board will weigh the appeal and issue a decision no later than 10 days after receiving it. The follow-up review report will be amended to reflect the Review Board’s decision, if the Review Board agrees with the contractor’s argument. The follow-up review and facility review will be closed and the Contracting Officer and the contractor will be notified of the closure. The next facility program reviews will be scheduled.

(5) Filing and Retention of Review Report – When a facility review is closed, all reports completed as part of the facility review—including completed and closed follow-up review reports—will be included in the facility review file. An inventory of reports other background information regarding the facility’s performance that were collected from other agencies during the pre-inspection preparation phase will also be kept. The government will retain these support documents and all working documents generated during a facility review in accordance with requirements in the FAR. Only one review file and set of support documents will be retained for each facility. After the retention period has elapsed, the government will archive the working documents in accordance with government regulations.

E.6 INSPECTION BY REGULATORY AGENCIES

Work described within the contract is subject to inspection by other regulatory agencies. The contractor shall respond to all requests for information and inspection or review findings by regulatory agencies.

E.7 PERFORMANCE EVALUATION MEETINGS

The contractor's representatives shall meet with the USMS COR and the CO on a regular basis as determined necessary by the CO. These meetings will provide a management level review and assessment of contractor performance, a discussion and resolution of problems, and, if applicable, a draft of the contractor's proposed invoice. A mutual effort will be made to resolve all problems identified. The contractor is responsible for the preparation of the meeting minutes. The contractor’s representative shall sign the written meeting minutes and OFDT’s or USMS representative.

E.8 INSPECTION AND RECEIVING REPORT

(a) The contractor shall prepare an original invoice plus two copies. (See Section G for invoice preparation.) The Original Invoice shall be furnished to the USMS COR. An additional copy of the invoice, clearly marked as an Information Copy, shall be submitted to the CO to increase efficiency in the certification process.

(b) Upon receipt of a proper invoice, the USMS COR will certify that the services were satisfactorily performed and forward to the CO for coordination.

SECTION F

DELIVERIES OR PERFORMANCE

F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

**I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES
NUMBER DATE TITLE**

52.242-15	AUG 1989	Stop-Work Order
52.242-17	APR 1984	Government Delay of Work

F.2 PERFORMANCE

(a) The contractor must be determined by the USMS and OFDT to be in compliance with contract requirements and capable of assuming full responsibility for performance no later than **May 1, 2012**.

This may occur earlier at the request of the contractor, but only if the OFDT determines the contractor is capable of accepting detainees. The contractor's ability to perform in accordance with the terms of the contract will be assessed by the OFDT prior to issuance of the Notice to Proceed (NTP). The OFDT will perform numerous assessments to ensure contract compliance prior to issuance of the NTP. In order to receive NTP the determination of contractor compliance with contract requirements applicable to issuance of the NTP are at the discretion of the CO. OFDT reserves its rights under the contract should the contractor fail to comply with the requirements necessary for issuance of the NTP.

(b) The anticipated period of performance:

- Base Period: May 1, 2012 to September 30, 2014
- Option 1: October 1, 2014 to September 30, 2016
- Option 2: October 1, 2016 to September 30, 2018
- Option 3: October 1, 2018 to September 30, 2020
- Option 4: October 1, 2020 to September 30, 2022

SECTION G

CONTRACT ADMINISTRATION DATA

G.1 CONTRACTING OFFICER

Deborah M. Johnson
4601 N. Fairfax Drive
Suite 910
Arlington, VA 22203
Fax: 202-353-4611

The Contracting Officer is responsible for directing or negotiating any changes in terms, or amounts cited in the contract. Only the Contracting Officer has the authority to:

- increase or decrease the contract amount;
- direct or negotiate and changes;
- modify or extend the period of performance;
- authorize payment under this contract;
- otherwise modify any terms or conditions of this contract.

G.2 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (JAR 2801.70)

(a) Upon award of the contract, a United States Marshal Service COR will be appointed. Written notification will be provided to the awarded contractor.

(b) The COR is responsible, as applicable, for: receiving all deliverables, inspecting and accepting the supplies or services provided hereunder in accordance with the terms and conditions of this contract; providing direction to the contractor which clarifies the contract effort, fills in details or otherwise serves to accomplish the contractual Scope of Work; evaluating performance; and certifying all invoices/vouchers for acceptance of the supplies or services furnished for payment, technical discussions it is desirable to alter/change contractual obligations or the Scope of Work, the Contracting Officer shall issue such changes.

(c) The COTR does not have the authority to alter the contractor's obligations under the contract, and/or modify any of the expressed terms, conditions, specifications, or cost of the agreement.

G.3 INVOICE PREPARATION AND SUBMISSION

In consideration for the contractor's satisfactory performance of services called for under this contract, monthly payments shall be made to the contractor at the rates identified in Section B. An appropriate invoice to be submitted to the COTR at the address listed above must include:

- Name and address of the Contractor;
- Invoice date and number;
- Contract number, contract line item number;
- Description, quantity, unit of measure, unit price and extended price of the services provided;
- Terms of any discount for prompt payment offered;
- Name and address of official to whom payment is to be sent;
- Name, title, and phone number of person to notify in event of defective invoice; and
- Taxpayer Identification Number; and
- Electronic funds transfer banking information in accordance with FAR 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration.

G.4 BILLING PROCEDURE

(a) The Government will make payments to the Contractor on a monthly basis, promptly after receipt of an appropriate invoice.

(b) The Contractor shall provide a remittance address below:

United States Marshal Service
316 North 26th Street
Room 5018
Billings, Montana 59101

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 CHANGE IN KEY PERSONNEL

Following contract award, any change in key personnel listed in Section C during contract performance, is subject to the review and approval of the CO.

H.2 POST-AWARD PERFORMANCE CONFERENCE

A post-award performance conference may be held prior to issuance of the Notice to Proceed. The purpose of the post-award performance conference is to: discuss and develop a mutual understanding concerning scheduling and administering the work; introduce USMS and OFDT and contractor staff; and resolve as many potential problems as possible before performance. Contractor participation in the post-award performance conference will be required. The Contract Manager, and other contractor personnel as identified by the Contracting Officer, will be required to attend the post-award performance conference.

H.3 INSURANCE REQUIREMENTS

Coverage shall be at least to the following minimum limits. If the contractor has or obtains primary and umbrella excess policies, there shall be no gap between them.

Workers' Compensation Insurance in an amount required by the law of the state in which the institution is located for all employees of the contractor;

General Liability Insurance in an amount not less than two million dollars (\$2,000,000) for each occurrence with an aggregate of at least five million dollars (\$5,000,000). Stand-alone coverage for this project is desired. However, if the commercial general liability format is used, the aggregate limits are to apply per location and per project.

Coverage shall also include medical and professional liability for nurses, doctors, attorneys, counselors, psychologists and/or social workers.

Coverage to include unlimited defense coverage in addition to limits of liability;

Automobile and other vehicle liability insurance in an amount not less than \$2,000,000 per occurrence, insurance is to be provided under a business auto form; Contractor must provide Proof prior to performance date that all required insurance has been obtained. Proof of the renewal will be required on the anniversary date of the policy.

**SECTION I
CONTRACT CLAUSES**

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	DATE	TITLE
52.202-1	JUL 2004	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	SEP 2006	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	SEP 2005	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-2	AUG 1996	SECURITY REQUIREMENTS
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLED-SIDED ON RECYCLED PAPER
52.204-6	OCT 2003	DATA UNIVERSAL NUMBERING SYSTEM
52.204-7	JUL 2006	CENTRAL CONTRACTOR REGISTRATION
52.209-6	SEP 2006	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-2	JUN 1999	AUDIT AND RECORDS--NEGOTIATION
52.215-8	OCT 1997	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT
52.215-10	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
52.215-12	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA
52.215-15	OCT 2004	PENSION ADJUSTMENTS AND ASSET REVERSIONS
52.215-18	JUL 2005	REVERSION OR ADJUSTMENT OF PLANS FOR POST RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS

52.215-21	OCT 1997	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS
52.217-2	OCT 1997	CANCELLATION UNDER MULTIYEAR CONTRACTS
52.219-8	MAY 2004	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-9	SEP 2006	SMALL BUSINESS SUBCONTRACTING PLAN
52.219-16	JAN 1999	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN
52.222-1	FEB 1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-3	JUNE 2003	CONVICT LABOR
52.222-4	JUL 2005	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION
52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
52.222-26	MAR 2007	EQUAL OPPORTUNITY
52.222-35	SEP 2006	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	SEP 2006	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-41	JUL 2005	SERVICE CONTRACT ACT OF 1965, AS AMENDED
52.222-43	NOV 2006	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)
52.222-44	FEB 2002	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT -- PRICE ADJUSTMENT
52.223-3	JAN 1997	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-12	MAY 1995	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS
52.223-14	AUG 2003	TOXIC CHEMICAL RELEASE REPORTING
52.224-1	APR 1984	PRIVACY ACT NOTIFICATION
52.224-2	APR 1984	PRIVACY ACT
52.225-11	NOV 2006	BUY AMERICAN ACT-CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.229-3	APR 2003	FEDERAL, STATE, AND LOCAL TAXES
52.246-4	AUG 1996	INSPECTION OF SERVICES -- FIXED-PRICE
52.232-1	APR 1984	PAYMENTS
52.232-8	FEB 2002	DISCOUNTS FOR PROMPT PAYMENT

52.232-9	APR 1984	LIMITATION ON WITHHOLDING OF PAYMENTS
52.232-11	APR 1984	EXTRAS
52.232-17	JUN 1996	INTEREST
52.232-18	APR 1984	AVAILABILITY OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	OCT 2003	PROMPT PAYMENT
52.232-33	OCT 2003	PAYMENT BY ELECTRONIC FUNDS TRANSFER
		CENTRAL CONTRACTOR REGISTRATION
52.233-1	JUL 2002	DISPUTES Alternate I (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.237-3	JAN 1991	CONTINUITY OF SERVICES
52.237-7	JAN 1997	INDEMNIFICATION AND MEDICAL LIABILITY
		INSURANCE
52.242-13	JUL 1995	BANKRUPTCY
52.243-1	AUG 1987	CHANGES - FIXED-PRICE Alternate I (APR 1984)
52.244-6	MAR 2007	SUBCONTRACTS FOR COMMERCIAL ITEMS
52.246-25	FEB 1997	LIMITATION OF LIABILITY - SERVICES
52.248-1	FEB 2000	VALUE ENGINEERING
52.249-2	MAY 2004	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

I.2 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of the Department of Justice, OFDT and shall not be binding until so approved.

I.3 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall --

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

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

I.4 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 the current performance period.

I.5 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 60 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 20 years.

I.6 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (Apr 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Department of Justice clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

PART IV - REPRESENTATIONS AND INSTRUCTIONS

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

**K.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/FAR

[Insert one or more Internet addresses]

**K.2 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION
(APR 1985)**

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to Subparagraphs (a) (1) through (a)(3) of this provision

Matt DenAdel, Vice President - Pricing

[Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b) (2) (i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.3 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 --

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of this contract;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes expenditure prohibited under this provision or who fails to file or amend the disclosure form to

be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**K.4 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)
(MAY 1999)**

(a) Definition. "Women-owned business concern", as used in this provision, means a concern that 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 its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it is a women-owned business concern.

**K.5 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC
2001)**

(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 paragraph

(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, AND 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 non-responsible.

(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.

K.6 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 561210 [insert NAICS code].

(2) The small business size standard is \$32.5M [insert size standard].

(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, X 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 is * is, * is not a service-disabled veteran-owned small business concern.

(6) [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 –

(i) It * is, * is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It * is, * is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b) (6) (i) of this provision is accurate of the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(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 service-disabled veteran with permanent and severe disability, the spouse or permanent care giver 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) that 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)

Alternate I (Apr 2002). As prescribed in 19.308(a)(2), add the following paragraph (b)(7) to the basic provision:

(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)
- Individual/concern, other than one of the preceding

K.7 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

- (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and
- (A) No material change in disadvantaged ownership and control has occurred since its certification;
- (B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c) (2); and
- (C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or
- (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.
- (2) For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) Of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]
- (c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall--
- (1) Be punished by imposition of a fine, imprisonment, or both;
 - (2) Be subject to administrative remedies, including suspension and debarment; and
 - (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

K.8 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.

K.9 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

- (a) 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) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.10 52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

K.11 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [Check each block that is applicable.]

(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

(ii) The facility does not have 10 or more full-time employees as specified in section 313(b) (1) (A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27 provided an appropriate certification form has been filed with EPA);

(iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094).

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and

Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

(v) The facility is not located in the United States or its outlying areas.

K.12 52.233-2 – SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from OFDT, 1331 Pennsylvania Ave, NW, Washington, DC 20530.

(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)

**PART III
SECTION J**

LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

Attachment	Title	No. of Pages
1	Wage Determination SCA	10
2	Standards of Contractor Employee Conduct	4
3	Contractor Background Investigations	8
4	Contractor Business Qualifications	5
5	Small Business Subcontracting Plan	12
6	RFP Question Submittal Form	*
7	Use of Force	4
8	<u>Inmate Work and Performance Pay Program and BOP Operation's Memorandum 128-90(5251)</u>	1
9	Quality Assurance Plan	4

*See solicitation

05-2081

WD 05-2081 (Rev.-11) was first posted on www.wdol.gov on 06/17/2011

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Diane C. Koplewski Division of
Director Wage Determinations

Wage Determination No.: 2005-2081
Revision No.: 11
Date Of Revision: 06/13/2011

State: Colorado

Area: Colorado Counties of Adams, Arapahoe, Boulder, Broomfield, Clear Creek,
Denver, Douglas, Elbert, Gilpin, Grand, Jackson, Jefferson, Logan, Morgan,
Park, Phillips, Sedgwick, Summit, Washington, Weld, Yuma

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.16
01012 - Accounting Clerk II		16.44
01013 - Accounting Clerk III		18.38
01020 - Administrative Assistant		26.31
01040 - Court Reporter		19.59
01051 - Data Entry Operator I		14.06
01052 - Data Entry Operator II		15.35
01060 - Dispatcher, Motor Vehicle		19.37
01070 - Document Preparation Clerk		14.55
01090 - Duplicating Machine Operator		14.55
01111 - General Clerk I		13.39
01112 - General Clerk II		14.61
01113 - General Clerk III		16.40
01120 - Housing Referral Assistant		21.75
01141 - Messenger Courier		13.02
01191 - Order Clerk I		14.93
01192 - Order Clerk II		16.29
01261 - Personnel Assistant (Employment) I		16.67
01262 - Personnel Assistant (Employment) II		18.65
01263 - Personnel Assistant (Employment) III		20.79
01270 - Production Control Clerk		22.33
01280 - Receptionist		14.27
01290 - Rental Clerk		15.53
01300 - Scheduler, Maintenance		17.15
01311 - Secretary I		17.15
01312 - Secretary II		19.19
01313 - Secretary III		21.75
01320 - Service Order Dispatcher		14.37
01410 - Supply Technician		26.31
01420 - Survey Worker		17.77
01531 - Travel Clerk I		13.55
01532 - Travel Clerk II		14.20
01533 - Travel Clerk III		15.19
01611 - Word Processor I		14.15
01612 - Word Processor II		15.88
01613 - Word Processor III		17.77
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		26.19
05010 - Automotive Electrician		20.43
05040 - Automotive Glass Installer		19.36
05070 - Automotive Worker		19.36

05-2081

05110	- Mobile Equipment Servicer	17.61
05130	- Motor Equipment Metal Mechanic	20.82
05160	- Motor Equipment Metal Worker	19.36
05190	- Motor Vehicle Mechanic	20.82
05220	- Motor Vehicle Mechanic Helper	16.41
05250	- Motor Vehicle Upholstery Worker	19.36
05280	- Motor Vehicle wrecker	19.36
05310	- Painter, Automotive	19.69
05340	- Radiator Repair Specialist	19.36
05370	- Tire Repairer	14.98
05400	- Transmission Repair Specialist	20.82
07000	- Food Preparation And Service Occupations	
07010	- Baker	14.52
07041	- Cook I	13.06
07042	- Cook II	15.10
07070	- Dishwasher	9.69
07130	- Food Service Worker	10.90
07210	- Meat Cutter	15.13
07260	- Waiter/waitress	10.65
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	19.06
09040	- Furniture Handler	15.90
09080	- Furniture Refinisher	19.06
09090	- Furniture Refinisher Helper	15.90
09110	- Furniture Repairer, Minor	18.10
09130	- Upholsterer	19.06
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	11.08
11060	- Elevator Operator	11.08
11090	- Gardener	18.19
11122	- Housekeeping Aide	12.46
11150	- Janitor	12.01
11210	- Laborer, Grounds Maintenance	14.67
11240	- Maid or Houseman	9.16
11260	- Pruner	13.16
11270	- Tractor Operator	17.30
11330	- Trail Maintenance worker	14.67
11360	- Window Cleaner	13.37
12000	- Health Occupations	
12010	- Ambulance Driver	18.18
12011	- Breath Alcohol Technician	20.66
12012	- Certified Occupational Therapist Assistant	19.48
12015	- Certified Physical Therapist Assistant	18.75
12020	- Dental Assistant	18.55
12025	- Dental Hygienist	36.80
12030	- EKG Technician	24.05
12035	- Electroneurodiagnostic Technologist	24.05
12040	- Emergency Medical Technician	18.18
12071	- Licensed Practical Nurse I	18.46
12072	- Licensed Practical Nurse II	20.66
12073	- Licensed Practical Nurse III	23.03
12100	- Medical Assistant	15.94
12130	- Medical Laboratory Technician	17.47
12160	- Medical Record Clerk	16.12
12190	- Medical Record Technician	18.04
12195	- Medical Transcriptionist	18.73
12210	- Nuclear Medicine Technologist	36.64
12221	- Nursing Assistant I	11.78
12222	- Nursing Assistant II	13.25
12223	- Nursing Assistant III	14.46
12224	- Nursing Assistant IV	16.23
12235	- Optical Dispenser	20.66
12236	- Optical Technician	18.46

12250 - Pharmacy Technician	15.81
12280 - Phlebotomist	16.23
12305 - Radiologic Technologist	26.85
12311 - Registered Nurse I	29.98
12312 - Registered Nurse II	36.67
12313 - Registered Nurse II, Specialist	36.67
12314 - Registered Nurse III	43.96
12315 - Registered Nurse III, Anesthetist	43.96
12316 - Registered Nurse IV	53.17
12317 - Scheduler (Drug and Alcohol Testing)	27.05
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.46
13012 - Exhibits Specialist II	22.87
13013 - Exhibits Specialist III	27.97
13041 - Illustrator I	20.05
13042 - Illustrator II	23.10
13043 - Illustrator III	28.26
13047 - Librarian	28.29
13050 - Library Aide/Clerk	15.88
13054 - Library Information Technology Systems Administrator	25.55
13058 - Library Technician	17.64
13061 - Media Specialist I	18.43
13062 - Media Specialist II	20.62
13063 - Media Specialist III	22.99
13071 - Photographer I	16.85
13072 - Photographer II	18.85
13073 - Photographer III	23.36
13074 - Photographer IV	28.57
13075 - Photographer V	34.56
13110 - Video Teleconference Technician	18.26
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.81
14042 - Computer Operator II	19.93
14043 - Computer Operator III	22.21
14044 - Computer Operator IV	24.69
14045 - Computer Operator V	28.56
14071 - Computer Programmer I	24.31
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	17.81
14160 - Personal Computer Support Technician	24.69
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	35.58
15020 - Aircrew Training Devices Instructor (Rated)	43.06
15030 - Air Crew Training Devices Instructor (Pilot)	49.15
15050 - Computer Based Training Specialist / Instructor	35.58
15060 - Educational Technologist	31.17
15070 - Flight Instructor (Pilot)	49.15
15080 - Graphic Artist	21.93
15090 - Technical Instructor	21.99
15095 - Technical Instructor/Course Developer	26.89
15110 - Test Proctor	17.74
15120 - Tutor	17.74
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.84
16030 - Counter Attendant	9.84
16040 - Dry Cleaner	12.71
16070 - Finisher, Flatwork, Machine	9.84

05-2081

16090 - Presser, Hand	9.84
16110 - Presser, Machine, Drycleaning	9.84
16130 - Presser, Machine, Shirts	9.84
16160 - Presser, Machine, Wearing Apparel, Laundry	9.84
16190 - Sewing Machine Operator	13.57
16220 - Tailor	14.48
16250 - washer, Machine	10.93
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.32
19040 - Tool And Die Maker	21.57
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.96
21030 - Material Coordinator	22.33
21040 - Material Expediter	22.33
21050 - Material Handling Laborer	17.36
21071 - Order Filler	13.44
21080 - Production Line Worker (Food Processing)	14.96
21110 - Shipping Packer	15.20
21130 - Shipping/Receiving Clerk	15.20
21140 - Store Worker I	11.90
21150 - Stock Clerk	15.99
21210 - Tools And Parts Attendant	16.28
21410 - Warehouse Specialist	14.96
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural welder	27.73
23021 - Aircraft Mechanic I	27.10
23022 - Aircraft Mechanic II	28.53
23023 - Aircraft Mechanic III	29.70
23040 - Aircraft Mechanic Helper	19.22
23050 - Aircraft, Painter	25.80
23060 - Aircraft Servicer	22.49
23080 - Aircraft Worker	24.13
23110 - Appliance Mechanic	22.34
23120 - Bicycle Repairer	14.98
23125 - Cable Splicer	30.57
23130 - Carpenter, Maintenance	19.40
23140 - Carpet Layer	18.72
23160 - Electrician, Maintenance	24.90
23181 - Electronics Technician Maintenance I	22.14
23182 - Electronics Technician Maintenance II	23.65
23183 - Electronics Technician Maintenance III	25.12
23260 - Fabric Worker	20.52
23290 - Fire Alarm System Mechanic	21.09
23310 - Fire Extinguisher Repairer	18.97
23311 - Fuel Distribution System Mechanic	23.46
23312 - Fuel Distribution System Operator	18.97
23370 - General Maintenance Worker	19.16
23380 - Ground Support Equipment Mechanic	27.10
23381 - Ground Support Equipment Servicer	22.49
23382 - Ground Support Equipment Worker	24.13
23391 - Gunsmith I	17.13
23392 - Gunsmith II	19.81
23393 - Gunsmith III	22.48
23410 - Heating, Ventilation And Air-Conditioning Mechanic	22.73
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	23.92
23430 - Heavy Equipment Mechanic	22.05
23440 - Heavy Equipment Operator	20.98
23460 - Instrument Mechanic	28.48
23465 - Laboratory/Shelter Mechanic	21.17
23470 - Laborer	13.87
23510 - Locksmith	20.97

05-2081

23530	- Machinery Maintenance Mechanic	23.43
23550	- Machinist, Maintenance	19.33
23580	- Maintenance Trades Helper	15.26
23591	- Metrology Technician I	28.48
23592	- Metrology Technician II	29.91
23593	- Metrology Technician III	31.16
23640	- Millwright	22.48
23710	- Office Appliance Repairer	21.44
23760	- Painter, Maintenance	17.84
23790	- Pipefitter, Maintenance	24.59
23810	- Plumber, Maintenance	21.93
23820	- Pneudraulic Systems Mechanic	22.48
23850	- Rigger	22.48
23870	- Scale Mechanic	19.81
23890	- Sheet-Metal Worker, Maintenance	19.85
23910	- Small Engine Mechanic	17.92
23931	- Telecommunications Mechanic I	27.08
23932	- Telecommunications Mechanic II	28.50
23950	- Telephone Lineman	23.34
23960	- Welder, Combination, Maintenance	19.79
23965	- Well Driller	20.88
23970	- Woodcraft Worker	22.48
23980	- Woodworker	17.13
24000	- Personal Needs Occupations	
24570	- Child Care Attendant	10.69
24580	- Child Care Center Clerk	14.17
24610	- Chore Aide	10.52
24620	- Family Readiness And Support Services Coordinator	15.93
24630	- Homemaker	16.29
25000	- Plant And System Operations Occupations	
25010	- Boiler Tender	24.70
25040	- Sewage Plant Operator	22.79
25070	- Stationary Engineer	24.70
25190	- Ventilation Equipment Tender	17.33
25210	- Water Treatment Plant Operator	22.79
27000	- Protective Service Occupations	
27004	- Alarm Monitor	20.94
27007	- Baggage Inspector	13.19
27008	- Corrections Officer	23.36
27010	- Court Security Officer	27.27
27030	- Detection Dog Handler	21.32
27040	- Detention Officer	24.05
27070	- Firefighter	29.32
27101	- Guard I	13.19
27102	- Guard II	21.32
27131	- Police Officer I	29.14
27132	- Police Officer II	32.39
28000	- Recreation Occupations	
28041	- Carnival Equipment Operator	13.08
28042	- Carnival Equipment Repairer	14.10
28043	- Carnival Equipment Worker	10.23
28210	- Gate Attendant/Gate Tender	15.14
28310	- Lifeguard	11.73
28350	- Park Attendant (Aide)	16.75
28510	- Recreation Aide/Health Facility Attendant	12.36
28515	- Recreation Specialist	16.28
28630	- Sports Official	13.49
28690	- Swimming Pool Operator	17.05
29000	- Stevedoring/Longshoremen Occupational Services	
29010	- Blocker And Bracer	23.50
29020	- Hatch Tender	23.50
29030	- Line Handler	23.50

29041 - Stevedore I	21.91
29042 - Stevedore II	25.48
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	38.39
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.47
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.16
30021 - Archeological Technician I	19.40
30022 - Archeological Technician II	21.70
30023 - Archeological Technician III	26.89
30030 - Cartographic Technician	26.41
30040 - Civil Engineering Technician	24.61
30061 - Drafter/CAD Operator I	18.45
30062 - Drafter/CAD Operator II	20.65
30063 - Drafter/CAD Operator III	23.84
30064 - Drafter/CAD Operator IV	31.50
30081 - Engineering Technician I	18.44
30082 - Engineering Technician II	20.69
30083 - Engineering Technician III	23.15
30084 - Engineering Technician IV	28.69
30085 - Engineering Technician V	35.09
30086 - Engineering Technician VI	42.45
30090 - Environmental Technician	24.08
30210 - Laboratory Technician	21.37
30240 - Mathematical Technician	26.62
30361 - Paralegal/Legal Assistant I	19.46
30362 - Paralegal/Legal Assistant II	24.11
30363 - Paralegal/Legal Assistant III	29.49
30364 - Paralegal/Legal Assistant IV	35.68
30390 - Photo-Optics Technician	26.62
30461 - Technical Writer I	26.26
30462 - Technical Writer II	32.12
30463 - Technical Writer III	38.86
30491 - Unexploded Ordnance (UXO) Technician I	24.40
30492 - Unexploded Ordnance (UXO) Technician II	29.52
30493 - Unexploded Ordnance (UXO) Technician III	35.38
30494 - Unexploded (UXO) Safety Escort	24.40
30495 - Unexploded (UXO) Sweep Personnel	24.40
30620 - Weather Observer, Combined Upper Air Or (see 2)	23.84
Surface Programs	
30621 - Weather Observer, Senior (see 2)	26.41
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.89
31030 - Bus Driver	15.89
31043 - Driver Courier	14.49
31260 - Parking and Lot Attendant	9.13
31290 - Shuttle Bus Driver	15.55
31310 - Taxi Driver	12.89
31361 - Truckdriver, Light	15.55
31362 - Truckdriver, Medium	19.65
31363 - Truckdriver, Heavy	20.37
31364 - Truckdriver, Tractor-Trailer	20.37
99000 - Miscellaneous Occupations	
99030 - Cashier	10.78
99050 - Desk Clerk	10.42
99095 - Embalmer	23.94
99251 - Laboratory Animal Caretaker I	10.92
99252 - Laboratory Animal Caretaker II	11.74
99310 - Mortician	24.19
99410 - Pest Controller	20.41
99510 - Photofinishing worker	12.03
99710 - Recycling Laborer	18.59
99711 - Recycling Specialist	22.42
99730 - Refuse Collector	16.70

05-2081

99810 - Sales Clerk	12.60
99820 - School Crossing Guard	12.64
99830 - Survey Party Chief	22.70
99831 - Surveying Aide	12.60
99832 - Surveying Technician	20.64
99840 - Vending Machine Attendant	14.38
99841 - Vending Machine Repairer	17.05
99842 - Vending Machine Repairer Helper	14.38

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.59 per hour or \$143.60 per week or \$622.27 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer

05-2081

programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A link to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDDL) web site at <http://wdol.gov/>.

05-2081

Attachment 2

STANDARDS OF CONTRACTOR EMPLOYEE CONDUCT AND RESPONSIBILITY

Elements of the contractor's standards of employee conduct shall include, but are not limited to, the following:

1. Personal Conduct

The use of illegal drugs or narcotics or the abuse of any drug or narcotic is strictly prohibited at any time. Use of alcohol while on duty or immediately prior to reporting to duty, or being under the influence of alcohol while on duty, is prohibited.

Employees shall conduct themselves in a professional manner at all times when dealing with inmates and others. Prohibited conduct includes:

- (1) The use of brutality, physical violence, intimidation, verbal abuse, group punishment or capricious disciplinary actions against an inmate, or any force used beyond that which is reasonably necessary to subdue an inmate. Further, employees may never strike a restrained inmate.
- (2) Showing partiality toward or becoming emotionally, physically, sexually, or financially involved with any inmate or former inmate.
- (3) Displaying favoritism or preferential treatment to one inmate, or group of inmates, over another. Further, employees are prohibited from allowing any inmate or group of inmates to have control or authority over other inmates.
- (4) Offering or giving any article, favor, or service to an inmate or former inmate, or an inmate's family member or to any person known to be associated with an inmate or former inmate, which is not authorized in the performance of the employees duties. Neither shall an employee accept any gift, personal service or favor from an inmate or former inmate, or from an inmate's family member or associate.
- (5) Entering into any business relationship with inmates, former inmates, or their families.
- (6) Having other than incidental outside contact with an inmate, former inmate, or an inmate's family member or associate.
- (7) Use of obscene or verbally abusive language when communicating with inmates or others. Employees will not be demeaning to inmates, former inmates, their families or friends, or others.

Employees are prohibited from engaging in criminal conduct. Employees are further prohibited, while on Government property, to participate in games for money or other personal property, the operation of gambling devices, conducting a lottery or pool, or selling or purchasing numbers tickets. Illegal activities on the part of any contract employee, in addition to being unlawful, reflect on the integrity of the Bureau and betray the trust and confidence placed in it by the public. It is expected that contract employees shall obey not only the letter of the law, but also the spirit of the law while engaged in personal or official activities. Should an employee be charged with, arrested for, or convicted of any felony or misdemeanor, that employee must immediately

inform and provide a written report to the Facility Director. Traffic violations resulting in fines under \$150 shall be exempt from the reporting requirement.

Employees are prohibited from engaging in sexual harassment in violation of the Civil Rights Act of 1964, as amended.

2. **Responsiveness**

- a. Employees shall be required to remain fully alert and attentive during duty hours.
- b. All Employees shall respond immediately and effectively to all emergency situations.

3. **Confidentiality**

Employees will have access to official information with varying degrees of sensitivity. To protect this information, official information may be disclosed or released only as required in the performance of an employee's duties or upon specific authorization from the CO.

Employees shall not deny authorized persons access to official information, personnel or institution records.

4. **Facility Identification**

Employees shall not use their prison credentials, identification cards or badges to coerce, intimidate, or deceive others to obtain any privilege not otherwise authorized in the performance of their duties.

5. **Introduction of Contraband**

Employees are prohibited from the introduction of contraband into or onto Federal property without the expressed consent of the CO. Contraband shall include any object used to threaten the order, discipline or security of the institution, or life, health or safety of an individual. (Examples of contraband are: weapons, explosive devices, firearms, alcohol, drugs, photographic equipment, computer software, recording devices etc.)

All employees may be subject to drug/alcohol testing, or searches of their person or personal belongings, upon a finding by the CO and Facility Director that reasonable suspicion exists an employee is in possession of contraband, which if introduced, could endanger the safety of staff or inmates, or the security of the institution. Searches may also be conducted when the CO and Facility Director have reasonable suspicion an employee is removing contraband or Federal property from the institution.

6. **Sanctions for Misconduct**

A schedule of penalties for violations of the standards of conduct shall be developed. The schedule may provide a range of penalties to account for varying circumstances surrounding instances of misconduct. Penalties may include reprimand, suspension, demotion, or removal. The schedule may also provide a range of penalties for repetitive and subsequent violations by the same employee. The CO may direct the contractor to remove any employee from the contract

for failure to comply with the standards of employee conduct.

If an office of Inspector General (OIG), or local investigation reveals a violation of a standard of conduct, the Facility Director, shall ensure the sanction imposed is consistent with the schedule of penalties.

7. **Reporting Misconduct**

Employees shall report all violations, or apparent violations, of the standards of conduct immediately to the Facility Director or designee. Employees shall not be prohibited from referring matters directly to the OIG. The Facility Director or designee shall immediately report all allegations and appearances of misconduct or impropriety to the CO.

8. **Investigations of Misconduct**

The OIG is responsible for investigating violations of laws and regulations committed by Department of Justice employees and its contractors for appropriate criminal prosecution, civil litigation and administrative action. The OIG is responsible for ensuring allegations and appearances of misconduct and impropriety, including criminal matters, are referred immediately to OIG.

The contractor is prohibited from conducting internal investigations of employee misconduct or apparent misconduct, without the expressed authority from the OIG, or the CO. The OFDT employee liaison on issues related to employee misconduct shall have access to records pertaining to allegations and instances of employee misconduct. The liaison may conduct investigations of misconduct and review the contractor's enforcement of the standards of conduct.

The contractor and all employees shall fully cooperate in any internal or external investigations. The OFDT shall have access to all personnel, operational and corporate records for the purpose of conducting investigations, inspections and audits.

The contractor will not conduct preliminary investigations without approval from the CO. Any preliminary investigation is limited to gathering statements from victims and witnesses and collecting relevant documents. All information and documents gathered during a preliminary investigation shall be provided to the CO.

With the approval of the CO, a confidential medical examination of any inmate(s) who allege physical abuse shall be conducted.

If the contractor is authorized by the CO to conduct a local investigation, a report shall be prepared and submitted no later than 45 days after the investigation is authorized. The report shall contain findings of fact, conclusions based on evidence documents and affidavits. The contractor shall provide periodic updates to the CO concerning all on-going local investigations.

Polygraph examinations, body wires, electronic listening devices and/or consensual telephone monitoring during any local investigation shall be approved by OIG.

The contractor shall maintain and preserve all documents compiled during an internal investigation. No investigative records shall be destroyed without the expressed permission of the CO.

9. Employee Training

Employees and volunteers shall be provided a copy of the standards of conduct and the contractor shall maintain documentation verifying receipt.

A procedure through which employees and volunteers receive training regarding the standards of conduct, as part of their institutional familiarization and annual training, shall be established which defines the minimum number of hours received each year. To deter misconduct, employees shall be provided advice regarding the standards of conduct.

Attachment 3
CONTRACTOR BACKGROUND INVESTIGATION

Part I

Scope and Coverage of a Limited Background Investigation (LBI)

The limited background investigation is the required background investigation for moderate risk positions at the noncritical sensitive level. It includes the National Agency Check, credit check, personal subject interview, and coverage of at least the most recent 3 years of activity including employment, self employment, unemployment, references, education, residence, and law enforcement agencies. military service is covered up to the last 15 years through the NAC and the highest education degree claimed is confirmed by inquiry regardless of time frame.

- Investigations do not extend back before a subject's 18th birthday except to ensure a minimum of 2 years coverage.
- Sources are developed through information provided by the subject and other sources.
- The background investigation report is not a verbatim transcript of interviews with the subject, sources, or employers. It is a factual report of information compiled by the investigator with discrepancies from information provided by the subject duly noted. Issues and derogatory information are also noted,

Items are scheduled for coverage by various methods which may be shown as follows:

- P Personal Coverage (includes record searches) (an investigator actually interviews subject or reviews documents)
- R Record search only
- I Inquiry (mail or electronic)
- T Telephone
- L Linkage (electronic-terminal or tape)

Basic coverage period for this type of case is 3 years, and it includes the following:

The **National Agency Check** consists of a check of OPM's Security Investigation Index SII which is an index of investigations conducted by OPM and other Federal Investigative agencies, a check of FBI fingerprint files, a check of FBI investigative files, and a check of the Department of Defense Investigative Index of civilian and military personnel. It is checked by Inquiry, Linkage, and Record. If the LBI is not initiated through USIS, (under contract with OPM) the NAC will be procured by the DOJ.

Credit Check is covered by Linkage, and the period covered is 3 years. All credit checks all be used for employment purposes only, in accordance with 15 U.S.C..

Personal Subject Interview is scheduled at current job location, and is a one-on-one interview.

Education is covered by Personal coverage and Record for the most recent year of basic coverage period and is covered by Inquiry for years 2 to 3 (and highest degree)

Residence is covered by Personal coverage and Record search only, for the most recent year as of the scheduling date of the basic coverage period.

Employment, including self-employment and unemployment, is covered by Personal coverage and Record search only for the 3 year basic coverage period as of the scheduling date.

Law Enforcement is covered by Record search only for locations within the basic coverage period, and is scheduled Inquiry or Record search for related issue information shown on the case papers.

Stateside Military Service (over 6 months) is covered by Personal coverage and Record search for the most recent year of the basic coverage period (15 years of coverage are provided in the NAC).

Court Records are obtained for bankruptcies and financial delinquencies over \$1,000 or if dollar amount unknown, within the basic coverage period.

Extra Coverage is required when additional information is needed to help the agency determine a person's qualifications, suitability, and security for a particular position.

Extra coverage is requested for law enforcement positions, which allows the investigator to ask the following questions:

- How does the person react/would react in an emergency situation?
- Does the person have the ability to operate under stress
- How is this person's stability, judgement, discretion, and physical health?
- How is this person's financial responsibility/ability to live within their means?

Expanded law enforcement searches (include County and State criminal records where available).

Part II

Scope and Coverage of a Periodic Reinvestigation

The Periodic Reinvestigation is a reinvestigation that is conducted every five years. It includes the National Agency Check, personal subject interview, residence, and selected record searches.

Scheduled items are scheduled for coverage by various methods as follows:

- | | |
|----------|--|
| P | Personal Coverage (includes record searches) |
| R | Record search only |
| I | Inquiry (mail or electronic) |
| T | Telephone |

L Linkage (electronic-terminal or tape)

Basic coverage period for this type of case is 5 years, and it includes the following:

The **National Agency Check** consists of a check of OPM's Security Investigation Index (SI) which is an index of investigations conducted by OPM and other Federal Investigative agencies, a check of FBI fingerprint files, a check of FBI investigative files, and a check of the Department of Defense Investigative Index of civilian and military personnel. It is checked by Inquiry, Linkage, and Record. If the PRIR is not initiated through USIS, (under contract with OPM) the NAC will be procured by the DOJ.

Credit Check is covered by Linkage, and the period covered is 7 years. All credit checks will be used for employment purposes only, in accordance with the Fair Credit Reporting Act.

Personal Subject Interview is scheduled at current job location.

Education is not scheduled.

Residence is covered by Personal coverage and Record search only, for the most recent 3 years of the basic coverage period.

Employment is not scheduled

Law Enforcement is covered by Record search only for locations within the basic coverage period, and is scheduled Inquiry or Record search for related issue information shown on the case papers.

Stateside Military Service is not scheduled.

Part III

Adjudication Standards for Resolving LBI and Periodic Reinvestigation

- A. **INTRODUCTION:** The review of background investigations and the resolution of derogatory information is an essential part of the process for determining whether an individual is eligible for government contract employment with the Department of Justice (DOJ). These functions should be conducted, whenever possible, by designated personnel outside of the employee's supervisory chain. The supervisor's knowledge of derogatory information may affect the supervisor's objectivity regarding performance appraisal, promotions, etc., of the employee. Any reference to "government employment" within this document includes persons working under contract at the District of Columbia Requirement.
- B. **PURPOSE:** The purpose of this document is to assist those individuals who initially review background investigations for employment and for those individuals who conduct Subject Interviews for the purpose of resolving and documenting derogatory information. Derogatory information appears in a background investigation in a number of ways. Some information is derogatory information on its face and is both easily recognized and identified. There is other

information that, standing alone is somewhat innocuous. When this information is reviewed in the context of other information, it may also require resolution.

- C. PRINCIPALS: All derogatory information must be favorably resolved by the contractor before the DOJ will consider granting final approval for employees to work with Federal offenders under this contract. The resolution will require the adjudicator to identify the information, explain why it is considered insignificant, or provide documented resolution. It is not sufficient to resolve derogatory information by merely indicating that the employee exhibits acceptable job performance.

Adjudication of background investigations or reinvestigations that reveal activity or conduct that may render an employee susceptible to coercion, will be subject to the following guidelines:

- (1) If the background investigation or reinvestigation demonstrates the employee is open regarding his or her conduct, no personal interview or other action is warranted.
- (2) If the background investigation or reinvestigation indicates, or raises an unresolved question as to whether the employee is concealing any conduct that reasonably would subject the employee to coercion, the contractor will arrange for an interview with the employee to discuss:

(a) the issue of concealed conduct that was raised during the background investigation or reinvestigation, and whether or not the employee is in fact concealing any conduct that reasonably would subject the employee to coercion. If the discussion demonstrates that the person is not concealing any such conduct, no further action is warranted.

(b) If the employee may be concealing conduct that reasonably would subject the employee to coercion, the interviewer will continue to discuss:

- 1) the contractors' concern regarding the potential for coercion, pressure, manipulation, or blackmail;
- 2) the contractor's Employee Standards of Conduct requirement that the employee immediately submit a written report of any attempt at coercion or blackmail to the CEO.

The interviewer should prepare a memorandum documenting the discussion and the employee's acknowledgment of the reporting requirements for the employee's personnel file. The employee is not required to sign any documentation.

Resolution of derogatory information should afford the employee an opportunity to comment on the derogatory information or a chance to offer his/her "side of the story." Resolution of derogatory information is a critical part of the adjudication process for several reasons. Information which appears derogatory can be refuted or mitigated in some instances by the subject of the background investigation. Similarly, the subject may be able to present circumstances which clarify the derogatory information.

- E Executive Order (E.O.) 10450, entitled "Security Requirements For Government Employment," establishes as the criteria for government employment that individuals must be "reliable, trustworthy, of good conduct and character and of complete and unswerving loyalty to the

United States." Derogatory information is any information that, in the opinion of a reasonably objective person, tends to indicate that an employee may not be possessed of one or more of these qualities.

D. DEROGATORY INFORMATION: Listed below are general areas of concern for adjudicators:

(1) Loyalty. Any information which indicates the employee is not loyal should be identified as derogatory. Several examples which should bring into question an individual's loyalty are:

- advocating force or violence to overthrow the government of the United States;
- establishing contact with a secessionist, anarchist or with any representative of a foreign government whose interests may be contrary to the interests of the United States;
- membership in organizations which systematically commit criminal acts against the United States Government.

(2) Close Relatives and Associates. In reviewing a background investigation, attention should be given to evidence the subject of the investigation has close relatives or associates residing outside of the United States or who are citizens of a foreign country, especially hostile countries. Any information which tends to show the employee may be subjected to coercion or pressure should be identified as derogatory information and resolved, including frequent and/or prolonged foreign travel.

In resolving information regarding close relatives or associates, it is important to understand the nature of the relationship and the frequency of contact between the employee and the relatives or associates. Therefore, the following information should be obtained from all employees where evidence of foreign relatives or associates is identified in the background investigation case papers or the actual background investigation:

- name and address of the foreign citizen (i.e., aunt, uncle, cousin, close friend, etc.);
- relationship between employee and foreign citizen (i.e., aunt, uncle, cousin, close friend, etc.);
- the frequency of contact- past, present and future--with the foreign citizen,
- the form of such contact (personal visits, letters, cards or telephone calls).

(a) Relatives or associates in prison. Although employment cannot be denied based on what others have done, one must be aware of possible conflicts. Each situation is handled on a case by case basis. Therefore, the following information should be obtained from all employees where evidence of relatives or associates in prison is identified in the background investigation case papers or the actual background investigation:

- Name and address of prisoner
- Relationship
- Frequency of contact
- Form of contact

(3) Undesirable Character Traits: Any trait(s) which may show the employee to be unreliable, untrustworthy or open to compromise is significant in the adjudication of the case. This

information may be given by an open or confidential source, be derived from an arrest record or be indicated by the falsification of employment applications or personal history statements. All such information must be viewed in relation to the rest of the file.

Isolated incidents in a person's background are viewed less significantly than a continuing or emerging pattern of behavior.

The adjudicator should try to obtain a complete picture for employment purposes. Undesirable character traits could also place an individual in a compromising situation where coercion or pressure might be used to blackmail an employee. The following examples are provided:

- (a) Sexual Conduct: Sexual conduct and behavior become important to the adjudication of a background investigation when there is evidence the employee could be coerced or blackmailed due to sexual conduct. Should it be determined an employee could be subjected to coercion because of sexual conduct, this information must be addressed and resolved. If sexual conduct becomes germane, homosexual and heterosexual conduct will be treated the same. Resolution is obtained through procedures used to determine if a person is susceptible to coercion (c(1) and c(2)).
- (b) Alcoholism: Any information which tends to show the employee uses alcohol to excess, or any information that shows alcohol use affecting job performance should be identified as derogatory information. Look for pattern of behavior vs. an isolated incident.
- (4) Mental Disorders-Treatment: Medical treatment for a mental condition, as distinguished from marriage counseling and social services counseling for family problems, must be clarified to determine whether the employee's job performance may be adversely affected. The purpose of identifying this kind of information is to remove any reasonable doubt regarding the current seriousness of a problem. Temporary depression related to the death of a loved one or the failure of a marriage is to be expected, whereas long term depression would cause considerably greater concern.

Medical treatment for a mental/emotional disorder must be accompanied by a recommendation from a competent medical authority the employee is capable to perform the duties of a sensitive position.

- (5) Financial Responsibility. Indebtedness becomes a legitimate concern when an employee begins to fall behind on credit card payments, alimony, child support, rent, car loans, etc. Nonpayment of a just debt after 90 days is considered delinquent and requires resolution. It is important to determine if the employee considers the debt just.

Some debts are clearly not the responsibility of an employee and may be the result of careless record keeping by credit reporting agencies.

Refusal to admit to a just debt is not enough to resolve an unfavorable credit record. A derogatory credit report must be resolved by the employee and appropriate documentation provided. Any disputes between the employee and the credit agency must be resolved by the employee and documentation submitted.

Similarly, the repossession of an automobile for nonpayment, and eviction from rental housing for non-payment, should be explained by the employee and documentation provided to show that any remaining indebtedness following the eviction or repossession has been resolved.

(a) Debts to be Resolved:

- When employee past due debts total \$400 or more; and,
- Debts are 90 days or more past due.

(6) Dishonesty: Individuals entering service under this contract must be "...trustworthy... and of good conduct and character..." This requires that employees are honest when filling out all employment documents.

Discrepancies on these forms may be an indication the employee has falsified one of the forms to either conceal past behavior, or to exaggerate or misrepresent qualifications or suitability. In either case, all discrepancies must be resolved.

(7) Arrests: An arrest, regardless of the offense or when it was committed, is derogatory information. The nature and severity of the offense and when it was committed will have a bearing on the adjudication. Generally, the more recent the offense the greater impact it will have on the adjudication. An arrest that resulted in a conviction and fine/imprisonment must be accompanied by sufficient evidence the employee has been rehabilitated.

(8) Drug Usage: Evidence of illegal use of prescription or nonprescription drugs by an employee requires resolution. In resolving drug related derogatory information, the offense must be viewed against the age of the employee and when the offense occurred. In addition, information should be obtained and consideration given regarding what drug(s) were used, how often, and any treatment the employee received for drug usage.

(9) Confidential Source Information: Background investigations will sometimes contain information provided by sources who request confidentiality under the Privacy Act. It is not permissible, in most cases, to include this information in the resolution of derogatory information because of the risk of identifying the source. Only information that is otherwise substantiated elsewhere in the investigation or pre-employment documents and from an unprotected source can be used.

(10) Classified Information: Similarly, National Security Information classified at the "Confidential," "Secret," and "Top Secret" levels sometimes appears in background investigations. When such information is identified, it shall be handled appropriately by the contractor.

E. PROCEDURES TO RESOLVE DEROGATORY INFORMATION: Once derogatory information has been identified, either during the pre-employment process or in the review of the background investigation, it must be resolved. Resolution usually is presented in the form of

written documentation obtained through an interview with the employee or written questions given to the employee.

Derogatory information revealed in the pre-employment screening process that falls within the Guidelines of Acceptability or for which a waiver was obtained does not have to be formally readdressed in adjudicating the investigation. The adjudicator should make note that the information was considered during the pre-employment screening and is within the Guidelines or a waiver was obtained. Copies of waivers should be submitted with the investigation.

ATTACHMENT 4 CONTRACTOR BUSINESS QUALIFICATIONS

Policy:

Federal Acquisition Regulation (FAR), subpart 9.103 prescribes “contracts shall be awarded to, responsible prospective contractors only.”

The policy of the Office of Federal Detention Trustee (OFDT) in acquiring supplies or services is to require prospective contractors engaged in conducting business with this office to affirmatively demonstrate their responsibility.

Applicability:

This requirement applies to all proposed contracts with any prospective contractor that is located:

- (1) In the United States, its possessions, or Puerto Rico; or
- (2) Elsewhere, unless application of the subpart would be inconsistent with the laws or customers where the contractor is located.

The attached questionnaire shall be completed by prospective contractors. The questionnaire is one tool the OFDT will use to determine contractor responsibility.

Definitions:

- (a) “Principals” are those individuals in a firm who possess legal responsibility for its management. They may be 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).
- (b) “Parent Company” is the firm, company, corporation, association, or conglomerate which is the major stockholder or highest tier owner of the firm completing the questionnaire; (ie, Firm A is owned by Firm B which is, in turn, a subsidiary of Corporation C. The “parent company” is Corporation C).
- (c) “Joint Venture” is a collaborative undertaking by two or more firms or individuals for which the participants are both jointly and individually responsible.
- (d) “Consultant” as used in this questionnaire, is a highly specialized individual or firm having significant input and responsibility for certain aspects of a project and possessing unusual or unique capabilities for assuring success of the finished work.
- (e) “Specialists and Individual Consultants” as used in this questionnaire, refer to individuals who have major project responsibility, or will provide unusual or unique capabilities for the services under consideration.

CONTRACTOR QUALIFICATION QUESTIONNAIRE

1. Organization Name:

The GEO Group, Inc.
 One Park Place, Suite 700
 621 NW 53rd Street
 Boca Raton, FL 33487

2. Under what other or former names has your organization operated?

Wackenhut Services, Inc. (prior to 1988)
 Wackenhut Corrections Corporation (corporate name changed to The GEO Group, Inc. in 2003.)
 Correctional Services Corporation (CSC) – acquired by GEO in November 2005, formerly known as Esmor Corporation.
 Cornell Companies – acquired by GEO in August 2010, formerly known as Abraxas.
 BI, Inc. – acquired by GEO in February 2011.

3. If your organization is a corporation, provide the following:

(i) Date of Incorporation: April 5, 1988

(ii) State of Incorporation: Florida

(iii) Identify President (CEO), Vice President, Treasurer and Secretary (include Date of Birth, Place of Birth, Social Security Number, Race and Gender):

Name	Position	Date of Birth	Place of Birth	Social Security No.	Race	Gender
George C. Zoley	Chairman, CEO & Founder	(b)(6), (b)(7)(C)				
Brian R. Evans	Senior Vice President, CFO					
John M. Hurley	Senior Vice President, Operations; President U.S. Corrections					
John J. Bulfin	Senior Vice President, General Counsel & Corporate Secretary					
Jorge A. Dominicis	Senior Vice President, Residential Treatment Services; President, GEO Care, Inc.					

The data or information is considered confidential or privileged and not subject to mandatory disclosure under the FOIA.

4. If your organization is a partnership, provide the following:

- (i) Date of organization: _____ N/A _____
- (ii) Type of partnership (if applicable): _____ N/A _____
- (iii) Name(s) of general partner(s) (include Date of Birth, Place of Birth, Social Security Number, Race and Gender): _____ N/A _____

5. If your organization is individually owned, provide the following:

- (i) Date of organization: _____ N/A _____
- (ii) Name of owner (include Date of Birth, Place of Birth, Social Security Number, Race and Gender): _____ N/A _____
- (iii) If the form of your organization is other than that listed above, describe it and the name of the principals (include Date of Birth, Place of Birth, Social Security Number, Race and Gender): _____ N/A _____

6. LICENSING. (Attach additional pages as necessary.)

- a. List jurisdiction and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.
- b. List jurisdictions in which your organization’s or trade name is filed.

Please see Licensing Information attached to the end of this section.

7. FINANCIAL DATA. (Attach additional pages as necessary.)

- a. Trade References: D&B #612706465

Company	Location	Contact	Phone No.
Bob Barker, Inc.	Fuquay-Varina, NC	Peggy Cotton	(b)(6), (b)(7)(C)
Everglades Trading Office Supply	Belle Glade, FL	Kathy Cross	
PHH	Sparks, MD	Fax Only	

- b. Bank References.

Please see Bank References attached to the end of this section.

8. PROOF OF FINANCING

- a. Attach a financial statement, preferably audited, including your organization’s latest balance sheet, cash flow statement, and income statement providing at a minimum the following items:

- Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses);
- Net fixed Assets;
 - Other Assets;
 - Current liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);
 - Other liabilities (e.g., capital, capital stock, authorized and outstanding shares per values, earned surplus and retained earnings).

Please see FY 2011 10-K attached to the end of this section.

- b. Name and address of firm preparing attached financial statement and date:

GEO prepares its own financial statements and they are dated as indicated. Grant Thornton LLP provides auditing services for us. Grant Thornton LLP is located at 1301 International Parkway, Suite 300, Fort Lauderdale, FL 33323.

- c. Is the attached financial statement for the identical organization named on page one? If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsiary).

Yes, the attached audited financial statements are for the identical organization named on page one.

9. SIGNATURE

18 U.S.C. 1001, False Statements Act provides:

Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representation, or makes or uses any false, fictitious or fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned not more than five years, or both.

Dated this 10th day of April, 2012

Name of Organization: The GEO Group, Inc.

By: [Signature]
John J. Bulfin
Title: Senior Vice President
General Counsel

STATE OF FLORIDA
COUNTY OF PALM BEACH

John J. Bulfin, Senior Vice President, General Counsel of The GEO Group, Inc., being duly sworn deposes and says that the information herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this 10th day of APRIL, 2012.

[Signature]
Judy Donato
Notary Public, State of Florida

My Commission Expires: 9-9-12



Attachment 7
**POLICY STATEMENT
USE OF DEADLY FORCE**

- I. **Permissible Uses.** An officer may use deadly force only when necessary, that is, when the officer has a reasonable belief that the subject of such force poses an imminent danger of death or serious physical injury to the officer or to another person.
- II. **Fleeing felons.** Deadly force may be used to prevent the escape of a fleeing subject if there is probable cause to believe: (1) the subject has committed a felony involving the infliction or threatened infliction of serious physical injury or death, and (2) the escape of the subject would pose an imminent danger of death or serious physical injury to the officer or to another person.
- III. **Escaping prisoner.** When a prisoner escapes or attempts to escape, deadly force may be used against the prisoner only when the prisoner poses an imminent danger of death or serious physical injury to an officer or to another person.
- IV. **Prison Unrest.** Deadly force may be used to maintain or restore control of a prison or correctional institution when the officer reasonably believes that the intended subject of the deadly force is participating in a disturbance in a manner that poses an imminent danger of death or serious physical injury to other inmates, prison staff, or other persons. The use of deadly force would be unreasonable and thus not permitted to quell a disturbance when force other than deadly force reasonably appears sufficient.
- V. **Non-Deadly Force.** If other force than deadly force reasonably appears to be sufficient to accomplish an arrest or otherwise accomplish the law enforcement purpose, deadly force is not necessary.
- VI. **Verbal Warning.** If feasible and if to do so would not increase the danger to the officer or others, a verbal warning to submit to the authority of the officer shall be given prior to the use of deadly force.
- VII. **Warning shots.** Warning shots are not permitted outside of the prison context. In the prison context, warning shots may be fired within or in the immediate environs of a secure facility if there is no apparent danger to innocent persons: (A) If reasonably necessary to deter or prevent the subject from escaping from a secure facility; or (B) if reasonably necessary to deter or prevent the subject's use of deadly force or force likely to cause grievous bodily harm.
- VIII. **Vehicles.**
 - A. Weapons may not be fired solely to disable moving vehicles.
 - B. Weapons may be fired at the driver or other occupant of a moving motor vehicle only when:
 1. The officer has a reasonable belief that the subject poses an imminent danger of death or serious physical injury to the officer or another; and
 2. The public safety benefits of using such force outweigh the risks to the safety of the officer or other persons.

- IX. Vicious Animals. Deadly force may be directed against dogs or other vicious animals when necessary in self-defense or defense of others.
- X. Rights of Third Parties. Nothing in this policy and the attached commentary is intended to create or does create an enforceable legal right or private right of action.

Commentary Regarding the Use of Deadly Force

I. Introduction

The commentary addresses the use of deadly force in custodial and non-custodial situations. The policy and this commentary provide practical guidance to officers who must make grave decisions regarding the use of deadly force under the most trying of circumstances.

This policy is the product of discussion among the various law enforcement agencies whose personnel are called upon to make decisions regarding the use of deadly force, of review of the current policies governing the use of force, and of advice of legal counsel from various Department components, including those charged with law enforcement, defense of civil actions filed against the government, enforcement of civil rights, and provision of constitutional advice.

II. Definitions

Deadly force is the use of force that is likely to cause death or serious physical injury. When an officer uses such force, it may only be done consistent with this policy. Force that is not likely to cause death or serious physical injury, but unexpectedly results in such harm or death, is not governed by this policy.

Escape for the purposes of this policy encompasses the concept of immediacy of an attempt to leave custody. A person in custody is escaping from a facility or vehicle when he or she is attempting to escape and is still within the facility's immediate environs.

Probable cause, reason to believe or a reasonable belief, for purposes of this policy, means facts and circumstances, including the reasonable inference drawn there from, known to the officer at the time of the use of deadly force, that would cause a reasonable officer to conclude that the point at issue is probably true. The reasonableness of a belief or decision must be viewed from the perspective of the officer on the scene, who may often be forced to make split-second decisions in circumstances that are tense, unpredictable, and rapidly-evolving. Reasonableness is not to be viewed from the calm vantage point of hindsight.

III. Principals on the Use of Deadly Force

The Department of Justice recognizes and respects the integrity and paramount value of all human life. Consistent with the primary value, but beyond the scope of the principle articulated here, is the Department's full commitment to take all reasonable steps to prevent the need to use deadly force. Yet even the best prevention policies are on occasion insufficient, as when a serious prison disturbance occurs. With respect to those situations and in keeping with the value of protection of all human life, the touchstone of the Department's policy regarding the use of deadly force is necessity. Use of deadly force must be objective and reasonable under all circumstances known to the officer at the time, including the

nature and severity of a prison disturbance, whether officers at the facility carry firearms, and the use or threat of use of force upon the officers and others.

The necessity to use deadly force arises when all other available means of preventing imminent threat of death or serious physical injury to officers or other persons have failed or would be likely to fail. Thus, employing deadly force is permissible when there is no safe alternative to using such force, and without it, the officer or others would face imminent and grave danger. An officer is not required unreasonably to place his or her life, that of another officer, a prisoner or suspect, or the public in danger of death or serious physical injury before using deadly force.

Determining whether deadly force is reasonably necessary may involve instantaneous decisions that encompass many factors, such as the likelihood that the subject will use deadly force on the officer or others of such force is not used by the officer; the officer's knowledge that the subject will likely acquiesce in arrest or recapture if the officer uses lesser force or no force at all; the capabilities of the subject; the subject's access to cover and weapons, the presence of other persons who may be at risk if force is or is not used; and the nature of the underlying crime or threat posed.

No force, deadly or non-deadly, may be used wantonly, maliciously or sadistically by prison officers against prisoners. Force may never be used solely for the purpose of causing harm. During a mutiny, rebellion, riot or disturbance in a jail facility, deadly force may be used against any prisoner who poses an imminent danger of death or serious physical injury to an officer, a prisoner, or another person. The reasonableness of an officer's determination to use deadly force may turn on the officer's vantage point or assignment. Deadly force may be used when a single prisoner presents an imminent danger of death or serious physical injury to another person.

As used in this policy, "imminent" has a broader meaning than "immediate" or "instantaneous." The concept of "imminent" should be understood to be elastic, that is, involving a period of time dependent on the circumstances, rather than the fixed point of time implicit in the concept of "immediate" or "instantaneous." Thus, a subject may pose an imminent danger even if he or she is not at that very moment pointing a weapon at the officer, if for example, he or she has a weapon within reach or is running for cover carrying a weapon or running to a place where the officer has reason to believe a weapon is available.

IV. Lesser Means

Intermediate force. If force lesser than deadly force could reasonably be expected to accomplish the same end, such as the arrest of a dangerous fleeing subject, without unreasonably increasing the danger to the officer or to others, then it must be used. Deadly force is not permissible in such circumstances, although the reasonableness of the officer's understanding at the time deadly force was used shall be the benchmark for assessing violations of this policy.

Verbal Warning. Before using deadly force, if feasible, officers will audibly command the subject to submit to their authority. Implicit in this requirement is the concept that officers will give the subject an opportunity to submit to such command unless danger is increased thereby. However, if giving such a command would itself pose a risk of death or serious bodily harm to the officer or others, it need not be given.

Warning shots. Within or from the immediate environs of a secure facility, warning shots may be fired as an intermediate measure at the discretion of the officer if verbal warnings are to no avail. If the

officer determines that the firing of a warning shot is necessary to deterring or preventing an escape or preventing loss of life or infliction of serious physical injury, the officer may fire warning shots if he or she can do so safely, that is, there is not apparent danger of injury to an innocent person.

Attempts to shoot to wound or to injure are unrealistic and, because of high miss rates and poor stopping effectiveness, can prove dangerous for the officer and others. Therefore, shooting merely to disable is strongly discouraged.

Motor vehicles and their occupants. Experience has demonstrated that the use of firearms to disable moving vehicles is either unsuccessful or results in an uncontrolled risk to the safety of the officers or others. Shooting to disable a moving motor vehicle is forbidden.

An officer who has reason to believe that a driver or occupant poses an imminent danger of death or serious physical injury to the officer or others may fire at the driver or an occupant only when such shots are necessary to avoid death or serious physical injury to the officer or another, and only if the public safety benefits of using such force reasonably appear to outweigh any risks to the officer or the public, such as from a crash, ricocheting bullets, or return fire from the subject or another person in the vehicle.

Except in rare circumstances, the danger permitting the officer to use deadly force must be by means other than the vehicle.

V. Miscellaneous

Deadly force may be directed against dogs or other vicious animals when necessary in self-defense or defense of others.

Nothing in this policy and the attached commentary is intended to create or does create an enforceable legal right or private right of action.

Attachment 9

QUALITY ASSURANCE PLAN (QAP)

INTRODUCTION: To facilitate the surveillance of the Contractor's Quality Control Program/Inspection System by the Government, the Contracting Officer's Technical Representative (COTR) will verify contractor compliance with designated performance requirements by establishing a QAP. The COTR is the primary Quality Assurance Representative. The COTR will be responsible for the review functions, the handling of nonconformance and the ultimate point of acceptance.

The contract requirements are divided into various disciplines, each of which has a number of Performance-Based Detention Standards. Successful performance of a functional area is essential for successful performance of the related discipline. Each discipline comprises a specific percentage of the overall contract requirement. Adjustments in contract price will be based on these percentages applied to the overall monthly invoice.

The Government reserves the right to develop and implement new inspection techniques and instructions at any time during contract performance without notice to the contractor.

The contractor shall be paid on a monthly basis, as such services provided for each billing cycle must be determined based on performance to be Acceptable: The level of performance in the aggregate meets the performance standard; deficiencies are minor and no outstanding elements of performance are present within the review guideline; Unacceptable: The level of performance in the aggregate fails to meet the performance guidelines; deficiencies are pervasive. The aforementioned ratings will be applied in relations to the applicable payment schedule and delivery of services.

PERFORMANCE RATINGS: The following is a list of ratings that will be assigned:

Excellent: The program conforms to the Performance-Based Detention Standards in an exceptional manner and conformance is maintained with exceptional internal controls. Policies and procedures for achieving the program standards are documented and adequate for the mission of the facility; the policies and procedures are communicated to staff; the policies and procedures are fully implemented; and the desired outcome is achieved. Level of performance in the aggregate exceeds the minimum performance standard by substantial margin; deficiencies are nonexistent or extremely minor.

Good: The program conforms to the Performance-Based Detention Standards in an acceptable manner. Internal controls limit procedural deficiencies. The facility more than accomplishes the requirements of program standards. Level of performance in the aggregate meets the performance standard; deficiencies are minor and offset by outstanding elements of performance within the review guideline.

Acceptable: The program is meeting the requirements of the Performance-Based Detention Standards. There are no breakdowns that would keep the program from continuing to accomplish the mission of the facility. Level of performance in the aggregate meets the performance standards; deficiencies are minor and there are no outstanding elements of performance present within the review guideline.

Deficient: The program is unable to meet the requirements of one or more of the Performance-Based Detention Standards. Internal controls are weak, resulting in serious deficiencies in one or more areas. The level of performance in the aggregate fails to meet the performance standards; deficiencies are pervasive.

At-Risk: Operation of the program is impaired to the point that the facility is unable to accomplish its mission. The program is unable to meet the requirements of the Performance-Based Detention Standards and is unlikely to meet those requirements in the foreseeable future without substantial corrective action. The level of performance in the aggregate fails to meet the performance standards; deficiencies require immediate corrective actions.

The PRS and the Performance-Based Detention Standards are based on ACA standards, the Performance Work Statement (PWS), professional guidelines referenced by the PWS, applicable Government policy and any other appropriate measures within the contracted services.

The PRS and Performance-Based Detention Standards identify:

- Each contract requirement, the Performance-Based Detention Standards, and quality level essential for successful performance of each contract requirement;
- Summarize the Performance-Based Detention Standards; and
- Specify the maximum percentage of total deduction in contract price attributable to each contract requirement.

Detention Facility, Brownsville, TX area Performance Requirement Summary

(1) Administration and Management		
<i>Objective</i> - Addresses policy development and monitoring; internal quality control; maintenance of detainee records, funds, and property; admission and orientation procedures; detainee release; and accommodations for the disabled.		
Deduction: 10%		
<i>(See Performance-Based Detention Standards)</i>		
Performance-Based Detention Standards	Policy Development and Monitoring Internal Inspections and/or Reviews Detainee Records Admission and Orientation Personal Property and Monies Detainee Release Accommodations for the Disabled	SECTION (A.1) (A.2) (K.1) (A.3) (A.4) (A.5) (K.2) (A.6)(K.3) (A.7)
(2) Health Care		
<i>Objective</i> - Addresses the policies and procedures for administering quality health care by licensed personnel; maintaining accurate health information data; timely health screening, treatment, program intervention and follow-up of all cases; access to routine, acute chronic, and emergency health services, response to medical, mental and dental health needs of detainees; suicide prevention; infectious disease; hunger strikes; and detainee death.		
Deduction: 20%		
<i>(See Performance-Based Detention Standards)</i>		
Performance-Based Detention Standards	Intake Health Screening Medical, Dental, and Mental Health Appraisals Access to Routine, Acute Chronic, and Emergency Health Services Experimental Research Response to Medical, Mental, and Dental Health Needs Suicide Prevention Detainee Hunger Strikes Detainee Death Informed Consent/Involuntary Treatment Infectious Disease	SECTION (B.1) (B.2) (K.4) (B.3) (K.5) (B.4) (B.5) (B.6) (B.7) (B.8) (B.9) (B.10)

(3) Security and Control

Objective - Addresses the issuance of policies and procedures to staff; appropriate use of force; maintenance of daily incident logs; emergency readiness; and detainee accountability and discipline.

Deduction: 20%		<i>(See Performance-Based Detention Standards)</i>	SECTION
Performance-Based Detention Standards	Post Orders		(C.1) (K.6)
	Permanent Logs		(C.2)
	Security Features		(C.3) (K.7)
	Security Inspections and/or reviews		(C.4) (K.8)
	Control of Contraband		(C.5)
	Detainee Searches		(C.6)
	Detainee Accountability and Supervision		(C.7)
	Use of Force		(C.8)
	Non-routine Use of Restraints		(C.9)
	Tool & Equipment Control		(C.10)
	Weapons Control		(C.11)
	Detainee Discipline		(C.12)
	Supervision for Special Housing		(C.13)
	Contingency/Emergency Plan		(C.14)(K.9)

(4) Food Service

Objective - Address basic sanitation procedures and the adequacy of meals provided to detainees.

Deduction: 15%		<i>(See Performance-Based Detention Standards)</i>	SECTION
Performance-Based Detention Standards	Sanitation Requirements		(D.1)(K.10)
	Ensure Meals are Varied		(D.2)(K.11)
	Special Diets		(D.3)

(5) Staff and Detainee Communication

Objective - Address opportunities for detainees to communicate with staff; detainee grievance procedures; and the provision of diversity training for staff.

Deduction: 5%		<i>(See Performance-Based Detention Standards)</i>	SECTION
Performance-Based Detention Standards	Staff-Detainee Communication		(E.1) (K.12)
	Diversity Training		(E.2)
	Detainee Grievances		(E.3) (K.13)

(6) Safety and Sanitation

Objective - Addresses the adequacy of fire safety programs; the control of dangerous materials and/or hazards; air quality, noise levels, and sanitation of the facility; and the cleanliness of clothing and bedding.

Deduction: 10%		<i>(See Performance-Based Detention Standards)</i>	SECTION
Performance-Based Detention Standards	Fire Safety		(F.1)
	Non-Hazardous Furnishings		(F.2)
	Control of Dangerous Materials		(F.3)
	Environmental Control		(F.4)

	Clothing and Bedding	(F.5) (K.14)
	Personal Hygiene/ Well-being	(F.6)
	Physical Facility and Equipment	(F.7) (K.15)
(7) Services and Programs		
<i>Objective</i> - Addresses detainee classification; religious practices; work assignments; availability of exercise opportunities; access to legal materials and legal representation; access to a telephone; visitation privileges; and the handling of detainee mail and correspondence.		
Deduction: 15%		<i>(See Performance-Based Detention Standards)</i> SECTION
Performance-Based Detention Standards	Classification, Review, and Housing	(G.1) (K.16)
	Religious Practices	(G.2) (K.17)
	Volunteer Work Assignments	(G.3)
	Work Assignments and Security	(G.4)
	Exercise and Out-of-Cell Opportunities	(G.5)
	Legal Materials	(G.6)
	Legal Representation	(G.7) (K.18)
	Telephone Access	(G.8)
	Visitation Privileges	(G.9)
	Detainee Mail and Correspondence	(G.10)(K.19)
(8) Workforce Integrity		
<i>Objective</i> - Address the adequacy of the facility's hiring process and background check procedures, and the adequacy of procedures to respond to allegations of staff misconduct.		
Deduction: 2.5%		<i>(See Performance-Based Detention Standards)</i> SECTION
Performance-Based Detention Standards	Staff Background and Reference Checks	(H.1)
	Staff Training, Licensing, and Credentialing	(H.2)
	Staff Misconduct	(H.3)
(9) Detainee Discrimination		
<i>Objective</i> - Address the adequacy of policies and procedures designed to prevent discrimination against detainees based on gender, race, religion, national origin, or disability.		
Deduction: 2.5%		<i>(See Performance-Based Detention Standards)</i> SECTION
Performance-Based Detention Standards	Discrimination Prevention	(I.1)