

**Section C-Description/Specifications/Work Statement**

**Statement of Objectives**

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## **Background**

### ***Detainee Telephone System (DTS) History***

Each year, the Department of Homeland Security (DHS) United States Immigration and Customs Enforcement (ICE), undertakes immigration enforcement actions involving hundreds of thousands of foreign nationals. These actions include the arrest, detention, and removal from the United States of foreign nationals who are in violation of the Immigration and Nationality Act (INA). These violations include: losing legal status by failing to abide by the terms and conditions of entry, or by engaging in crimes such as terrorist activity, violent crimes, document fraud, and drug smuggling. Responsibility for the enforcement of immigration laws within the interior United States rests with the United States Immigration and Customs Enforcement (ICE). Detainees are held at Service Processing Centers (SPCs), Contract Detention Facilities (CDFs), ( "Primary Detention Facilities") and State/local government facilities through Inter-Governmental Service Agreement facilities (IGSAs) ("Secondary Detention Facilities") located throughout the US and US Territories.

### ***Current Detainee Telephone System contract with PCS***

Public Communications Services (PCS) currently provides detention telephone services under Contract No. COW-4-C-0122. These services are known as Detainee Telephone Services-IV (DTS-IV). DTS-IV is in the last option year, and ICE Office of Acquisitions Management is now soliciting new proposals. The current contract does not require any revenue sharing with ICE. PCS currently provides all calling service in either a collect or pre-paid/debit system at Primary Detention Facilities only. Calls are either local, long-distance, or international. PCS also provides a pro-bono system that allows detainees at all sites free calls to specifically authorized numbers. PCS utilizes a series of speed dial numbers associated with the corresponding approved numbers (e.g. consulates, pro-bono attorneys, the immigration court etc.). Currently, there are no calls being recorded or monitored, although that option is available.

### ***Overview of the Current DTS***

ICE National Detention Standards (NDS) guarantee all detainees free telephone access to ICE identified entities. These ICE identified entities include foreign Embassies, Consulates, Immigration Courts and approved pro bono and community based free immigration legal services providers. PCS provides this free telephone access at all ICE identified "over 72 hour" IGSA facilities and at Primary Detention Facilities. PCS accomplishes this contractual requirement by hosting a "pro-bono network" which allows all ICE detainees access to identified entities. PCS hosts this pro-bono platform at no cost to ICE or to the detainees. In return, PCS receives all debit card and collect calling revenue from ICE primary locations. This is the only revenue PCS receives. Currently, all ICE Primary Detention Facilities allow detainees controlled access to the PCS operated telephone system to make outgoing debit-card, collect and free pro-bono calls. Only free pro-bono calls are provided at ICE Secondary Detention Facilities. None of these sites allows for incoming calls. The DTS supports all current requirements of the ICE Detention Standards – Telephone Access (National Detention Standards of September 2000 or as Amended). The DTS offeror will work closely with the Contracting Officer, the Contracting Officer's Technical Representative (COTR) and ICE/DRO Agency Technical Representatives (ATR) acting as support staff.

### ***DTS Contractor Guidelines***

This contract will provide DTS servicing for approximately 30,000 total detainees housed at 15 Primary Facilities, and 206 Secondary Detention Facilities. The offeror should anticipate continued growth in the number of detainees held and in the total number of Primary and Secondary Detention Facilities during the contract period. It will be the offeror's responsibility to ensure compliance with all Federal, State and local Regulatory requirements (e.g. FCC regulations, State PUC requirements).

If there are no laws, regulations, or guidelines, the offeror will follow generally accepted telecommunication practices in service industry and practices within the inmate calling service industry. For unusual actions that are not covered by any of the above, the offeror will consult with the Contracting Officer.

Teaming arrangements and joint ventures are allowed but must be fully explained. Care should be taken to prevent disqualification as a small business. Subcontractor roles and responsibilities must also be described in sufficient detail so that it is clear who will do what.

### ***Statement of Objectives***

#### ***Vision***

The purpose of this solicitation is to obtain offers which will support DHS/ICE/DRO operations and compliance with NIS NDS –Telephone Access. This effort is envisioned to provide DHS/ICE with repeatable, defined, accurate, timely, and well managed detention telephone services and processes that will ensure quality service and products that meet these Standards. This DTS will be implemented and sustained across all DHS/ICE Primary and Secondary Detention Facilities identified as “over 72-hour facilities”.

#### ***Scope***

The scope of this solicitation requires that ICE receives a full range of DTS calling services that will significantly support the Detention Telephone Access Standard and meet DHS/ICE field operational goals. This includes the installation of a “state of the art” telephone system at all Primary Detention Facilities; the delivery of a complete centralized pro-bono system serving all Primary and Secondary Detention Facilities designated as an “over 72-hour facility”; rapid and accurate initial transition from the existing telephone system provider and the set up of a pro-bono network; the ability to rapidly add and delete facilities; accurate reporting and accounting of call volume, debit card sales, collect calling, refunds, complaints; etc.; data collection and trend analysis with action plans for resolution of identified problems; the efficient management of all pro bono activities including accurate tracking of about 2500 speed dial numbers; timely maintenance of the primary telephone and pro-bono systems; and, an overall robust quality plan that ensures compliance with the offeror's proposal.

#### ***ICE's Objectives***

ICE, Office of Acquisitions Management, is currently seeking proposals to provide complete detainee telephone services at Primary Detention Facilities and access to a pro bono telephone network for all sites designated as an “over 72-hour facility”, whether identified as a Primary or Secondary Detention Facility which are located throughout the United States and its territories. Complete telephone services at the Primary Detention Facilities are defined as all normal inmate telephone services including the requirement to provide physical assets and privacy screens. Current ICE Telephone Detention Standards require at least one(1) phone for every 25 inmates. Additionally, all detainees held in an “over 72-hour facility” must be provided free telephone access to Consulates, pro bono legal advice, the DHS Office of Inspector General Hotline, Immigration Courts, and other ICE identified Non-Governmental

Organizations (NGO). This free access is required at all Primary and about 250 Secondary Detention Facilities (those identified as an "over 72-hours sites"). Provisions must be made to ensure this free telephone access is available to detainees during normal operating hours defined as approximately 7 am to 9 pm daily or as local facility policies may apply. The current National Detention Standards for Telephone Access are provided as **ATTACHMENT A** at Section J.

This contract will be a zero cost (\$0) Firm Fixed Price Contract and is a set-aside for small businesses under NAICS 517911, Telecommunications Resellers (1,500 employees). Revenue generated from Detainee debit card and collect calling at Primary Facilities will be the sole source of revenue to the offerors. **No revenue sharing with ICE is required.** No call volume is guaranteed. However, **ATTACHMENT B** at Section J lists the current operating locations, the number of phones required at the Primary Detention Facilities, and other statistical information. Recent telephone call volume is detailed below.

There are currently 15 Primary Detention Facilities with a total detainee population of approximately 10,000 while another 20,000 detainees are located at ICE Secondary Detention Facilities. There are approximately 1300 total inmate telephones currently installed at these Primary locations. The detainees' average length of stay is 37 days; however, some detainees are held much longer. There were approximately twelve million (12,000,000) local debit and collect calling minutes; twenty-four million (24,000,000) long distance debit and collect calling minutes; and two million (2,000,000) international debit and collect calling minutes for the most recent twelve month period from these Primary Detention Facilities. Calls are usually limited to 20 minutes, and the hours of access and time limits are determined by the Primary Detention Facilities but are normally 7am to 9pm daily. Primary Detention Facilities will have full detention telephone services as well as access to the pro-bono network described below.

There are currently 206 Secondary Detention Facilities (over 72-hour) which allow detainees to make free pro bono calls only. No equipment is required to be provided at these sites. The list of active Secondary Detention Facilities changes monthly by about 5 facilities (both additions and deletions) with the overall trend tracking upwards. Pro bono calls are accomplished by the Detainee dialing an access number to a centralized platform. There are many different inmate telephone service providers currently providing telephone services at Secondary Facilities. The offeror, working with the various ICE Agency Technical Representative's (ATR's), the COTR and the Contracting Officer, will assure that all Facilities have adequate and easy to understand written and verbal instructions, in the languages appropriate for each site, which will enable a connection to all authorized pro-bono speed dial numbers as well as debit card and collect calling. *The offeror must be aware that Per Call Compensation, or other access charges, imposed by the detainee calling system provider at Secondary Detention Facilities, if any, will be paid by the offeror and will not be charged to ICE or the detainees.* After connecting to the centralized pro bono system, detainees are only allowed to dial a speed dial number that correlates to the authorized destination number approved by ICE. There are currently about 2,500 approved pro-bono numbers but the trend is to add new numbers to this list. Consulate numbers frequently change. ICE personnel responsible for each Facility will notify the vendor with an approved local pro-bono list. ICE approved speed dial telephone numbers range from 200 to about 1,000 at each facility. These pro bono numbers are subject to frequent changes by the authorized agencies and ICE frequently changes the approved list by site. *The accurate management of this process while assuring the success of detainees to connect to any authorized pro bono number is an important part of this Solicitation.* ICE has appointed forty-two (42) regionally located ATR's to support ICE compliance issues, including this requirement. A complete list of ATR Duties is included as **ATTACHMENT D** at Section J. All pro-bono numbers are domestic within the United States calling area. Recent statistics indicate approximately 30,000 to 35,000 pro-bono calls are completed per month with the trend tracking upwards. Time limit per pro-bono call is normally 20 minutes but may vary by site. There are minimal pro-bono calls after business hours and on weekends

but the system must still be available to call the OIG Hotline. **ATTACHMENT C** at Section J provides further information of the call volume statistics.

### ***Technical and Management Considerations***

This section outlines information that will help you prepare a response for this proposal. It is intended to help you understand ICE's objectives when taken in conjunction with the other information you have been provided and/or available to you in various DHS/ICE reports. This section contains information that applies to how ICE can best comply with the guidelines of the National Detention Standards, and deliver a DTS service to best meet the needs of ICE operations.

### ***Contracting/Service Activities***

**Statement of Work/Performance Plan.** The offeror shall provide a Statement of Work (SOW) to explain in detail how they plan to carry out all required tasks as described in this document. This SOW shall include enough details to allow the Government to verify that the offeror has a complete understanding of the SOO and will include the proposed performance approach. The SOW should address at a minimum:

- Detainee Telephone System, including hardware, and all security features
- Debit calling system (with prices described in the pricing volume)
- Collect calling system (with prices described in the pricing volume)
- Multiple languages; English and Spanish are always required
- Call flow process for pro bono centralized system
- Training program; initial and recurring training on software, etc.
- Web based reporting and management tools
- Processes to add/delete pro bono numbers; accuracy audits
- Processes to add/delete Secondary Detention Facilities including transition times
- Call Detail reports
- Any Biometric or other measures of security calling
- Investigative reports/tools and trend analysis tools
- Redundancy and emergency back up policy to assure pro bono calls can always connect from all designated sites
- Rebate and refund plan including time-line and defaults
- Monitoring/Recording including onsite and remote access
- Customer Service Plan that includes the following:
  - \* The assurance of minimal down time and outline the plans for routine and emergency service
  - \* The assurance that all authorized calls are connected and what plans to follow up complaints from Detainees or staff
  - \* The accurate financial accounting of debit/pre-paid services, and process for refunds
  - \* The use of web based reporting and monitoring tools for ICE headquarters and field staff

**Schedule Plan.** The offeror shall provide a detailed schedule outlining the transition plan for all Primary and Secondary Facilities listed in **ATTACHMENT B** at Section J. Include information to show that the offeror understands the requirement completely. This schedule will be in accordance with the

successful and orderly transition of the Secondary Facilities. As ICE cannot allow for any period without telephone connectivity, offerors should detail how Primary Detention Facilities will transfer over as additional Secondary Detention Facilities are brought online.

**Management /Staffing Approach.** The offeror shall provide a description of its management approach sufficient to demonstrate a clear understanding and ability to provide the services required in the SOO.

- a. Staffing – The offeror shall provide a proposed staffing plan. The offeror shall identify key personnel and provide resumes. For key personnel a resume limited to three (3) pages shall be provided. Resumes will not count against the 40-page technical proposal page limit.
- b. The offeror's management plan shall include a description of how the offeror plans to manage the coordination of all the SOO requirements including deliverables.

**Corporate Experience/Past Performance** - The offeror shall provide information sufficient to demonstrate its experience in projects of similar size, scope, complexity and results, particularly related to providing detention telephone services required in this SOO.

The offeror shall provide a contract summary and Past Performance Questionnaire (see Section L) of two (2) contracts of similar size, scope, and complexity to the requirements in the SOO. Contract summaries should not exceed two (2) pages each and will not count against the 40-page technical proposal limit. Offerors should provide the following information in the contract summaries submitted:

- a. Contract Name/Number
- b. Project Description
- c. Period of Performance
- d. Value
- e. Points of Contact to include the Contracting Officer and COTR

Two (2) past performance questionnaire responses are requested. In order to facilitate efficiency in receipt of Past Performance Questionnaires, offerors are requested to ensure the following guidance is conveyed to their clients when submitting questionnaires. Offerors are requested to include the offeror's company name and request tracking number HSCETE-0-R-0001 in the header of the questionnaire prior to delivery of the document to its clients. Clients are to be instructed to return the Past Performance Questionnaire electronically via email to the Contracting Officer at [randolph.sawyer@dhs.gov](mailto:randolph.sawyer@dhs.gov). Furthermore, the subject line of the email shall read as follows: "Request Tracking Number HSCETE-08-R-00001 and offeror's name". Past Performance Questionnaires must be received no later than proposal due date. **For more information on this factor, see Sections L - Proposal Requirements/Instructions to offerors of the RFP.**

**Quality Assurance Surveillance Plan (QASP)** – Offerors will include a QASP in their proposal which will consist of Performance Objectives, SOW reference paragraph, and Performance Threshold. The QASP cannot exceed 20 pages and will not count towards the 40 page technical volume limit. At a minimum, the offerors will provide their internal grading scale of minimal performance levels. A sample of suggested Performance Objectives should include, at a minimum:

- Ability to connect to the Pro-bono system
- Add/delete Primary and Secondary Detention Facilities
- Add/delete pro-bono numbers and related speed dial process

- Information and frequency/type of offered training for ATR's; and, training offered at Primary Detention Facilities covering associated telephone software
- Call connection percentages
- Telcordia (Bellcore) Standards met and how verified
- On time reporting
- Refund policy and procedures: timeliness, accuracy, and audit
- Maintenance, both scheduled and non-scheduled
- Complete and timely Call Detail reports
- Trend analysis and corrective action plans

### ***Other Related Information***

- I. The Contractor shall submit a proposed implementation plan on how Contractor proposes to complete the initial installation of the Facilities. This implementation plan shall include a proposed time-line for completing physical installation at Primary Detention Facilities and the Primary and Secondary Detention Facilities pro-bono speed dial system. For each installation, the Contractor shall submit an implementation plan that shall include an installation schedule. This implementation plan will become a part of the Contract and must be followed.
- II. Contractor agrees to obtain DHS/ICE written permission from the Contracting Officer before proceeding with any work that requires cutting into or through girders, beams, concrete or tile floors, partitions or ceilings, or any work that may impair fireproofing or moisture proofing or potentially cause any structural damage. DHS/ICE does not anticipate that such work will be required for the initial installation or maintenance of the system.
  - A. Contractor agrees to assume responsibility for all installation of equipment in accordance with the specifications contained in the manufacturer's installation instructions.
  - B. Use of existing or in-place conduit, raceways, cable ways, cable, inside wiring, telephone set mountings, switches, terminal boxes, enclosures, and terminals within the Facilities are at the risk of the Contractor. No exposed wiring will be permitted. Ownership of any wiring or conduit placed under this contract by the successful Contractor becomes DHS/ICE property upon termination and/or expiration of the contract.
  - C. Contractor agrees that if any cabling work is required as part of any installation, all new cables shall be used and marked clearly and legibly at both ends, and must meet all applicable EIA/TIA wiring standards for commercial buildings.
  - D. Contractor shall install additional telephones and monitoring and recording equipment as needed at no cost to DHS/ICE. This includes expansion to the existing Facilities and any newly constructed Facilities. This shall be done throughout the contract period and all subsequent renewal terms.
  - E. Contractor shall provide and install adequate surge and lightning protection equipment on all lines used for the system.
  - F. The Contractor shall accomplish installation of all telephones and related equipment during normal business hours at each Facility or as directed by the Facility's Warden.
  - G. The Contractor shall clean up and remove all debris and packaging material resulting from work performed.



- H. The Contractor shall restore to original condition any DHS/ICE property damaged during maintenance or installation by any personnel associated with the Contractor, including repairs to walls, ceilings, etc.
- I. Contractor agrees to install, repair and maintain all Contractor provided equipment and lines at no cost to DHS/ICE. All costs of Contractor provided equipment, installation, maintenance and repair as well as all costs or losses due to vandalism shall be the total responsibility of the Contractor.

Upon completion of initial installation and during ongoing installations, the Contractor shall provide DHS/ICE with a list of telephone numbers, serial numbers, and the location of each unit

**Section D – Packaging and Marking****D.1 Packaging and Marking**

All information and/or correspondence submitted to the CO or the COTR shall be clearly marked indicating the contract number.

**D.2 Report Cover Sheet**

Each report submitted by the Contractor shall have a cover sheet containing the following information:

1. Title of Report
2. Report Number and Type
3. Period Covered by the Report
4. Contract Number
5. Name and Address of the Contractor
6. Name of the COTR

**Section E – Inspection and Acceptance****E.1 FAR 52.252-2- Clauses Incorporated by Reference (Feb 1998)**

This contract incorporates one or more clauses by reference with the same force and effect as if it were given in full text. Upon request, the Contracting Officer shall make its full text available. The full text of the clauses is also available electronically on the internet at the following website: [www.arnet.gov/far/](http://www.arnet.gov/far/)

<b>Clause No.</b>	<b>Title</b>	<b>Date</b>
52.246-2	Inspection of Supplies – Fixed Price	Aug 1996
52.246-4	Inspection of Services – Fixed Price	Aug 1996
52.246-11	Higher Level Contract Quality Requirements	Feb 1999
52.246-16	Responsibility for Supplies	Apr 1984

**Section F – Deliveries or Performance**

**F.1 Term of Contract**

The initial term of this contract shall be for a 24-month base period with three (3) one-year option periods. The entire potential contract term shall not exceed 60 months (five years) in duration.

**F.2 Period of Performance**

The estimated period of performance of this contract is as follows:

Base Period – April 12, 2008 through April 11, 2009  
Option Year 1 – April 12, 2010 through April 11, 2011  
Option Year 2 – April 12, 2011 through April 11, 2012  
Option Year 3 – April 12, 2012 through April 11, 2013

**F.3 Place of Performance**

Work shall be performed at the various sites listed in Attachment B, Facilities from the Authorized List, dated November 15, 2007, at attachment J.

**SECTION G — Contract Administration Data**

**G.1 Contracting Officer:** Randolph Sawyer  
Department of Homeland Security  
Immigration and Customs Enforcement  
Office of Acquisition Management  
Information Technology Division  
425 I Street, NW, Suite 2107  
Washington, DC 20536  
Telephone: 202-353-3772

The Contracting Officer is the only individual authorized to approve any changes to this contract.

**G.2 Contracting Officer's Technical Representative (COTR)/Technical Representative:**

John Milian  
Department of Homeland Security  
801 I Street, NW, Suite 980  
Washington, DC 20536  
Telephone: 202-732-7293 or 202-369-8563

The COTR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion, as necessary, with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COTR is not an Administrative Contracting Officer and does not have authority to direct the accomplishment of effort which is beyond the scope of the statement of work in the contract.

When, in the opinion of the contractor, the COTR requests effort outside the existing scope of the contract, the contractor shall promptly notify the Contracting Officer in writing. No action shall be taken by the contractor under such direction until the Contracting Officer has issued a modification to the contract, or until the issue has been otherwise resolved.

**G.2 Payment Terms**

It is anticipated that the offeror will be reimbursed for performing the work from the collect call charges and debit or pre-paid card charges and profits. The Government shall not be responsible for any costs or payments incurred by the offeror.

**G.3 Notification of Post Award Conference**

Within 10 days of the contract award, a Post Award Conference will be held by the Contracting Officer at a designated location to be determined. Attendees from the Government will include the Contracting Officer, the Contract Administrator, the COTR, and any supporting staff considered necessary for effective contract performance. A representative(s) of the Contractor familiar with and responsible for both technical and contractual requirements will be required. The Contractor will be notified, by phone, regarding the exact time and location of the meeting

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## **Section H – Special Contract Requirements**

### **H.1 Contract Type**

This is a firm fixed price contract.

### **H.2 Advertising Award**

Advertisements and/or press releases of this contract award shall not be made by the Contractor or representative without the written approval of the contracting officer.

### **H.3 Supervision of Contractor's Employees**

Personnel assigned to renders services under this contract shall at all times be employees of the Contractor and under the direction and control of the Contractor. Notwithstanding any other provisions of this contract, the Contractor shall be responsible for the supervision of its employees in the performance of the services required hereunder. During all times on Government premises, the Contractor's personnel shall comply with rules and regulations governing conduct of personnel and operation of the facility.

### **H.4 Audits**

The Contractor is also notified that activities, functions, and reports either directly or indirectly in support of this contract are subject to both scheduled and unscheduled audits by both officials of the DHS and representatives of the General Accountability Office.

### **H.5 Security- DHS Security Procedures (Contractor Personnel Security Requirements for Sensitive Duties)**

The successful offeror will be required to handle sensitive, but unclassified information. All contractor employees will be subjected to all DHS required security requirements including, but not limited to: passing an appropriate Security Background Investigation; Personal Identity Verification (PIV) processing, fingerprint check, and credit check.

### **H.6 Hold Harmless and Indemnification Agreement**

The Contractor shall save and hold harmless and indemnify the Government against any and all liability, claims, and costs of whatever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with, or in any way under the terms of this contract, resulting in whole or in part from the negligent act or omission of the Contractor.

The Government shall not be liable for any injury to the Contractor's personnel or damage to the Contractor's property unless such injury or damage is due to negligence on the part of the Government and is recoverable under the Federal Torts Claims Act 28 U.S.C § 2671-2680, or pursuant to other Federal Statutory authority.

### **H.7 Section 508 Requirements**

- a. All Electronic and Information Technology (E&IT) services provided, all E&IT products purchased, developed or customized through this contract, and all reports and deliverables provided in electronic media shall be accessible to people with disabilities in accordance with the relevant accessibility standards (see below) referenced in Section 508 of the Rehabilitation Act 29 U.S.C. 794d, as amended by the Workforce Investment Act of 1998 August 7, 1998, P.L. 105-220.
- 1194. Software Applications and Operating Systems
    - 1194.22 Web-based Intranet and Internet Information and Applications
    - 1194.23 Telecommunications Products
    - 1194.24 Video and Multimedia Products
    - 1194.25 Self-Contained, Closed Products
    - 1194.26 Desktop and Portable Computers
    - 1194.31 Functional Performance Criteria
    - 1194.41 Information, Documentation, and Support
- b. If any such E&IT product or service proposed is not fully compliant with all of the standards, the contractor shall specify each standard that is not met; provide a detailed description as to how the E&IT product does not comply with the identified standard(s); and shall indicate the degree of compliance. Use of Voluntary Product Accessibility Templates (or VPATs, see [www.itic.org](http://www.itic.org)) and [www.buyaccessible.gov](http://www.buyaccessible.gov) is encouraged.
- c. Offerors shall demonstrate compliance with Section 508 requirements prior to award. Submission of the list identified in paragraph (a) above is a prerequisite imposed by 36 CFR 1194 for making or entering into any contract with the Federal Government.
- d. Proposals that fail to include the required Section 508-compliance information shall be deemed ineligible for award.

#### **H.8 NOTICE OF INCORPORATION OF SECTIONS K, L, AND M**

The following sections of the solicitation will not be distributed with the contract; however, they are incorporated in and form a part of the resultant contract as though furnished in full text therewith:

<b><u>SECTION</u></b>	<b><u>TITLE</u></b>
K	Representations, Certifications and Other Statements of offerors (Bidders)
L	Instructions, Conditions, and Notices to offerors (Bidders)
M	Evaluation Factors for Award

**Section I – Contract Clauses****I.1 FAR 52.252-2 Clauses Incorporated by Reference (Feb 1998)**

This contract incorporates one or more clauses by reference with the same force and effect as if it were given in full text. Upon request, the Contracting Officer shall make its full text available. The full text of the clauses is also available electronically on the internet at the following website: [www.arnet.gov/far/](http://www.arnet.gov/far/)

FAR Clause	Title	Date
52.202-1	Definitions	Jul 2004
52.203-3	Gratuities	Apr 1984
52.203-5	Covenant Against Contingent Fees	Apr 1984
52.203-6	Restrictions on Subcontractor Sales to the Government	Sept 2006
52.203-7	Anti Kickback Procedures	Jul 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	Jan 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	Jan 1997
52.203-12	Limitation on Payments to influence Certain Federal Transactions	Sept 2005
<b>52.204-1</b>	<b>Approval of Contract</b>	<b>Dec 1989</b>
52.204-2	Security Requirements	Aug 1996
52.204-4	Printed or Copied Double-sided on Recycled Paper	Aug 2000
52.204-7	Central Contractor Registration	Jul 2006
52.204-9	Personal Identity Verification of Contractor Personnel	Nov 2006
52.209-6	Protecting the Government's Interests when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	Sept 2006
52.215-2	Audit and Records – Negotiation	Jun 1999
52.215-8	Order of Precedence – Uniform Contract Format	Oct 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	Oct 1997



52.215-11	Price Reduction for Defective Cost or Pricing Data- 52.215-Modification	Oct 1997
52.215-12	Subcontractor Cost or Pricing Data	Oct 1997
52.215-13	Subcontractor Cost or Pricing Data- Modification	Oct 1997
52.215-17	Waiver of Facilities Capital Cost of Money	Oct 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	Jul 2005
52.215-19	Notification of Ownership Changes	Oct 1997
52.217-8	Option to Extend Services	Nov 1999
52.217-9	Option to Extend the Term of the Contract	Mar 2000
52.219-6	Notice of Total Small Business Set-Aside	Jun 2003
52.219-8	Utilization of Small Business Concerns	May 2004
52.222-1	Notice to the Government of Labor Disputes	Feb 1997
52.222-3	Convict Labor	Jun 2003
52.222-21	Prohibition of Segregated Facilities	Feb 1999
52.222-22	Previous Contracts and Compliance Reports	Feb 1999
52.222-26	Equal Opportunity	Mar 2007
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	Sept 2006
52.222-36	Affirmative Action for Workers with Disabilities	June 1998
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	Sept 2006
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees (Full text)	Dec 2004
52.222-50	Combating Trafficking in Persons	Apr 2006
52.223-5	Pollution Prevention and Right-to-Know Information	Aug 2003
52.223-6	Drug-Free Workplace	May 2001

52.223-10	Waste Reduction Program	Aug 2000
52.223-14	Toxic Chemical Release Reporting	Aug 2003
52.224-1	Privacy Act Notification	Apr 1984
52.224-2	Privacy Act	Apr 1984
52.225-13	Restrictions on Certain Foreign Purchases	Feb 2006
52.229-3	Federal, States, and Local Taxes	Apr 2003
52.233-1	Disputes	Jul 2002
52.233-3	Protest After Award	Aug 2004
52.233-4	Applicable Law for Breach of Contract Claim	Oct 2004
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	Apr 1984
52.237-3	Continuity of Services	Jan 1991
52.239-1	Privacy or Security Safeguards	Aug 1996
52.242-2	Production Progress Reports	Apr 1991
52.242-13	Bankruptcy	Jul 1995
52.243-1	Changes – Fixed Price	Aug 1987
52.243-7	Notification of Changes	APR 1984
52.244-6	Subcontracts for Commercial Items	Sept 2006
52.246-20	Warranty of Services	May 2001
52.246-25	Limitation of Liability - Services	Feb 1997
52.249-2	Termination for Convenience of the Government	May 2004
52.249-8	Default (Fixed Price Supply and Service)	Apr 1984
52.249-14	Excusable Delays	Apr 1984
52.253-1	Computer Generated Forms	Jan 1991

## I.2 52.217-9 Option to Extend the Term of the Contract. (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor **within 30 days** provided that the Government gives the Contractor a preliminary written notice of its intent to extend **at least 30 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 **60 months**

**I.3 52.233-2 Service of Protest. (SEP 2006)**

(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 Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from [Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.]

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

Randolph Sawyer  
U.S. Department of Homeland Security  
Immigration and Customs Enforcement (ICE)  
425 I Street, NW, Room 2107  
Washington, DC 20536

**I.4 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](http://www.arnet.gov)

(End of clause)

**I.5 52.252-6 Authorized Deviations in Clauses. (APR 1984)**

As prescribed in 52.107(f), insert the following clause in solicitations and contracts that include any FAR or supplemental clause with an authorized deviation. Whenever any FAR or supplemental clause is used with an authorized deviation, the contracting officer shall identify it by the same number, title, and date assigned to the clause when it is used without deviation, include regulation name for any supplemental clause, except that the contracting officer shall insert "(DEVIATION)" after the date of the clause.

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

**LIST OF ATTACHMENTS**

**Attachment A to SOO --- INS Detention Standard**

**Attachment B to SOO----- Authorized List of Facilities**

**Attachment C to SOO ---- Detainee Call Volume Statistics**

**Attachment D to SOO ---- Agency Technical Representative (ATR) Duties**

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**Attachment A — INS Detention Standard – Telephone Access****I. POLICY**

Facilities holding INS detainees shall permit them to have reasonable and equitable access to telephones.

**II. APPLICABILITY**

The standards provided in this Detention Standard shall apply to the following facilities housing INS detainees:

1. Service Processing Centers (SPCs);
2. Contract Detention Facilities (CDFs); and
3. State or local government facilities used by INS through Intergovernmental Service Agreements (IGSAs) to hold detainees for more than 72 hours; referred to below as "IGSA facilities."

Within the document additional implementing procedures are identified for SPCs and CDFs. Those procedures appear in italics. IGSA facilities may find such procedures useful as guidelines. IGSAs may adopt, adapt or establish alternatives to, the procedures specified for SPCs/CDFs, provided they meet or exceed the objective represented by each standard.

See the separate "Definitions" Standard for the meanings of certain terms used in this document.

**III. STANDARDS AND PROCEDURES****A. Detainee Access to Telephones**

The facility shall provide detainees with reasonable and equitable access to telephones during established facility waking hours, limited only by the restrictions below.

**B. Detainee Notification**

As described in the "General Provisions" standard, the facility shall provide telephone access rules in writing to each detainee upon admittance, and also shall post these rules where detainees may easily see them.

**C. Number of Telephones**

To ensure sufficient access, the facility shall provide at least one telephone for detainee use for every 25 detainees held.

*SPC/CDF telephones will permit outgoing calls only.*

**D. Telephone Maintenance**

The facility shall maintain detainee telephones in proper working order. Appropriate facility staff shall inspect the telephones regularly (*daily in SPCs/CDFs*), promptly report out-of-order telephones to the repair service, and ensure that required repairs are completed quickly.

**E. Direct Calls and Free Calls**

Even if telephone service is generally limited to collect calls, the facility shall permit the detainee to make direct calls:

1. to the local immigration court and the Board of Immigration Appeals;
2. to Federal and State courts where the detainee is or may become involved in a legal proceeding;
3. to consular officials;
4. to legal service providers, in pursuit of legal representation or to engage in consultation concerning his/her expedited removal case;
5. to a government office, to obtain documents relevant to his/her immigration case; and
6. in a personal or family emergency, or when the detainee can otherwise demonstrate a compelling need (to be interpreted liberally).

If the limitations of its existing phone system will initially preclude the facility from meeting these requirements, the Officer in Charge (OIC) must report this to INS. INS will respond by providing some means of access, e.g., cell phones into which facility staff can pre-program authorized numbers (in the above categories) with all other numbers blocked. These phones will be maintained by on-site INS liaison officers or local officials, and must be provided in an environment that meets privacy standards.

Staff will allow detainees to make such calls as soon as possible after the request, factoring in the urgency expressed by the detainee. Generally, access will be granted within eight (facility-established) waking hours of the detainee's request, excluding the hours between lights-out and morning resumption of scheduled activities. The detainee will always be granted access within 24 hours of his/her request.

Incidents of delays extending beyond eight (waking) hours must be documented and reported to the INS.

The facility shall not require indigent detainees to pay for the types of calls listed above if they are local calls, nor for non-local calls if there is a compelling need. The facility shall enable all detainees to make calls to the INS-provided list of free legal service providers and consulates at no charge to the detainee or the receiving party.

If the facility requires detainees to complete a request form to make direct or free calls, it must assist them as needed, especially for illiterate or non-English speaking detainees.

*In SPCs/CDFs, INS has required its telephone service provider to program the telephone system to permit detainees free calls to numbers on the official pro bono legal representation list and to consulates, and to permit detainees to make direct calls by use of debit cards. ICE encourages and will work with IGSA facilities toward adopting similar procedures, and share ICE' knowledge and experience in this area.*

**F. Telephone Usage Restrictions**

The facility shall not restrict the number of calls a detainee places to his/her legal representatives, nor limit the duration of such calls by rule or automatic cut-off, unless necessary

for security purposes or to maintain orderly and fair access to telephones. If time limits are necessary for such calls, they shall be no shorter than 20 minutes, and the detainee shall be allowed to continue the call if desired, at the first available opportunity.

The facility may place reasonable restrictions on the hours, frequency and duration of the other direct and/or free calls listed above, but these must not unduly limit a detainee attempting to obtain legal representation.

The facility may restrict the number and duration of other types of telephone calls for the following reasons only:

1. Availability (i.e., the usage demands of other detainees);
2. Orderly operation of the facility (e.g., scheduled detainee movements, court schedules, meals, counts, etc.); and
3. Emergencies (e.g., escapes, escape attempts, disturbances, fires, power outages, etc.).

Telephone privileges may be suspended entirely during an emergency, but only with the authorization of the OIC or his/her designee, and only for the briefest period necessary under the circumstances.

The OIC will establish and oversee local institutional rules for the equitable allocation of telephone time. When required by detainee telephone-usage demands, such measures may include, but are not limited to, reasonable limitations on the duration and the number of calls per detainee, the use of predetermined time-blocks, and advance sign-up procedures.

#### **G. Telephone Privileges in Special Management Unit**

Staff shall permit detainees in the Special Management Unit for disciplinary reasons to make direct and/or free calls as described above, except under compelling security conditions. These conditions shall be documented.

Staff shall permit detainees in the Special Management Unit for other than disciplinary reasons (e.g., protective custody, suicide risk) to have telephone access similar to detainees' in the general population, but in a manner consistent with the special security and safety requirements of detainees in these units.

#### **H. Inter-Facility Telephone Calls**

Upon a detainee's request, the facility shall make special arrangements permitting the detainee to speak by telephone with an immediate family member detained in another facility. (Immediate family members include the detainee's spouse, mother, father, stepparents, foster parents, brothers and sisters, and natural or adopted children.) Reasonable limitations may be placed on the frequency and duration of such calls.

The facility shall liberally grant requests for inter-facility family calls to discuss legal matters. For such calls, the detainee's conversation shall be afforded privacy to the extent possible, while maintaining adequate security.

**I. Incoming Calls**

The facility shall take and deliver telephone messages to detainees as promptly as possible. When facility staff receives an emergency telephone call for a detainee, the caller's name and telephone number will be obtained and given to the detainee as soon as possible. The detainee shall be permitted to return the emergency call as soon as reasonably possible within the constraints of security and safety. The facility shall enable indigent detainees to make a free return emergency call.

*In SPCs/CDFs, messages shall be delivered to detainees no less than three times a day.*

**J. Privacy for Telephone Calls on Legal Matters**

The facility shall ensure privacy for detainees' telephone calls regarding legal matters. For this purpose, the facility shall provide a reasonable number of telephones on which detainees can make such calls without being overheard by officers, other staff or other detainees. Facility staff shall not electronically monitor detainee telephone calls on their legal matters, absent a court order.

The facility shall inform detainees to contact an officer if they have difficulty making a confidential call relating to a legal proceeding. If notified of such a difficulty, the officer shall take measures to ensure that the call can be made confidentially.

Privacy may be provided in a number of ways, including:

1. telephones with privacy panels (side partitions) that extend at least 18 inches to prevent conversations from being overheard;
2. placing telephones where conversations may not be readily overheard by other detainees or facility staff; or
3. allowing detainees to use an office telephone to make confidential calls regarding their legal proceedings.

**K. Monitoring of Detainee Telephone Calls**

The facility shall have a written policy on the monitoring of detainee telephone calls. If telephone calls are monitored, the facility shall notify detainees in the detainee handbook or equivalent provided upon admission. It shall also place a notice at each monitored telephone stating:

1. that detainee calls are subject to monitoring; and
2. the procedure for obtaining an unmonitored call to a court, legal representative, or for the purposes of obtaining legal representation.


A detainee's call to a court, a legal representative, or for the purposes of obtaining legal representation will not be aurally monitored absent a court order. The OIC retains the discretion to have other calls monitored for security purposes.

**IV. AMERICAN CORRECTIONAL ASSOCIATION STANDARDS REFERENCED:**

American Correctional Association 3rd Edition, Standards for Adult Detention Facilities: 3-ALDF-5D-09, 3D-21, 3D-22, 3D-23

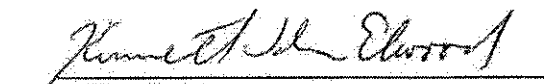


**APPROVAL OF STANDARD:**

  
\_\_\_\_\_  
**Michael D. Cronin**  
**Acting Executive Associate Commissioner**  
**Office of Programs**

SEP 20 2000

\_\_\_\_\_  
**Date**

  
\_\_\_\_\_  
**Michael A. Pearson**  
**Executive Associate Commissioner**  
**Office of Field Operations**

SEP 20 2000

\_\_\_\_\_  
**Date**

## Attachment B — Facilities from the Authorized List

Thursday, November 15, 2007

Field Office	Facility Name	State	Length of Stay	*Facilities	Type Agreement
ATL	ALAMANCE CO. JAIL	NC	Over 72	S	IGSA
ATL	ATLANTA CITY DET. CTR. - ATL	GA	Over 72	S	IGSA
ATL	CHARLESTON CO. DET. CTR. - ATL	SC	Over 72	S	IGSA
ATL	CHATHAM CO. DET. CTR. - ATL	GA	Over 72	S	IGSA
ATL	COLQUITT CO. JAIL - ATL	GA	Over 72	S	IGSA
ATL	FORSYTH CO. JAIL - ATL	GA	Over 72	S	IGSA
ATL	GASTON CO. JAIL	NC	Under 72		IGSA
ATL	HALL CO. DET. CTR. - ATL	GA	Under 72		IGSA
ATL	HARRIS CO. JAIL - ATL	GA	Over 72	S	IGSA
ATL	JOHNSTON CO. DET. CTR. - ATL	NC	Under 72		IGSA
ATL	MECKLENBURG CO. JAIL (CEN FAC.) - ATL	NC	Over 72	S	IGSA
ATL	MECKLENBURG CO. JAIL- NORTH- ATL	NC	Over 72	S	IGSA
ATL	STEWART DET. CTR.	GA	Over 72	S	IGSA
ATL	YORK CO. DET. CTR.	SC	Over 72	S	IGSA
BAL	CARROLL CO. DET. CTR. - BAL	MD	Over 72	S	IGSA
BAL	DORCHESTER DET. CTR. - BAL	MD	Over 72	S	IGSA
BAL	HOWARD CO. DET. CTR. - BAL	MD	Over 72	S	IGSA
BAL	ST. MARY'S CO. DET. CTR. - BAL	MD	Over 72	S	IGSA
BAL	WICOMICO CO. DET. CTR. - BAL	MD	Over 72	S	IGSA
BAL	WORCESTER CO. DET. CTR. - BAL	MD	Over 72	S	IGSA
BOS	AROOSTOOK CO. JAIL - BOS	ME	Under 72		IGSA
BOS	BRISTOL CO. JAIL - BOS	MA	Over 72	S	IGSA
BOS	CUMBERLAND CO. JAIL - BOS	ME	Over 72	S	IGSA
BOS	DONALD WYATT DET. CTR. - BOS	RI	Over 72	S	IGSA
BOS	FRANKLIN CO. JAIL - (St. Albans)- BOS	VT	Over 72	S	IGSA
BOS	FRANKLIN CO. JAIL (MAINE) - BOS	ME	Under 72		IGSA
BOS	FRANKLIN COUNTY JAIL- BOS	MA	Over 72	S	IGSA
BOS	HARTFORD COMMUNITY CORR. CTR.	CT	Over 72	S	IGSA
BOS	LAFAYETTE STATE JAIL	CT	Under 72		IGSA
BOS	OSBORN CORR. INSTITUTION- BOS	CT	Over 72	S	IGSA
BOS	PENOBSCOT CO. JAIL - BOS	ME	Under 72		IGSA
BOS	PISCATAQUIS CO. JAIL - BOS	ME	Under 72		IGSA
BOS	PLYMOUTH CO. HOUSE OF CORR. - BOS	MA	Over 72	S	IGSA
BOS	ROCKINGHAM CO. JAIL - BOS	NH	Over 72	S	IGSA
BOS	SUFFOLK CO. - BOS	MA	Over 72	S	IGSA
BOS	VERMONT DEPT. OF CORR./NORTHERN STATE - BOS	VT	Over 72	S	IGSA
BOS	VERMONT DEPT. OF CORR. (DALE WMN FAC.) - BOS	VT	Over 72	S	IGSA

Field Office	Facility Name	State	Length of Stay	*Facilities	Type Agreement
BOS	WASHINGTON CO. JAIL - BOS	ME	Under 72		IGSA
BOS	YORK CORR. INSTITUTE- BOS	CT	Over 72	S	IGSA
BUF	ALBANY COUNTY JAIL - BUF	NY	Over 72	S	IGSA
BUF	BUFFALO FED. DET. CTR. (BATAVIA)- BUF	NY	Over 72	P (76)	SPC
BUF	CATTARAUGUS CO. JAIL	NY	Over 72	S	IGSA
BUF	CAYUGA CO. JAIL - BUF	NY	Over 72	S	IGSA
BUF	CHAUTAUQUA CO. JAIL - BUF	NY	Over 72	S	IGSA
BUF	CLINTON COUNTY JAIL - BUF	NY	Over 72	S	IGSA
BUF	COLUMBIA CO. JAIL	NY	Under 72		IGSA
BUF	ERIE CO. HOLDING CTR. - BUF	NY	Over 72	S	IGSA
BUF	FRANKLIN COUNTY JAIL - BUF	NY	Over 72	S	IGSA
BUF	GENESEE CO. JAIL - BUF	NY	Over 72	S	IGSA
BUF	JEFFERSON CO. JAIL - BUF	NY	Under 72		IGSA
BUF	MADISON CO. JAIL - BUF	NY	Over 72	S	IGSA
BUF	MONROE CO. JAIL - BUF	NY	Over 72	S	IGSA
BUF	MONTGOMERY CO JAIL	NY	Under 72		IGSA
BUF	NIAGARA CO. JAIL - BUF	NY	Over 72	S	IGSA
BUF	ONEIDA CO.	NY	Over 72	S	IGSA
BUF	ONONDAGA CO. JAIL - BUF	NY	Over 72	S	IGSA
BUF	ONTARIO CO. JAIL	NY	Over 72	S	IGSA
BUF	ORLEANS CO. JAIL - BUF	NY	Over 72	S	IGSA
BUF	OSWEGO CO. CORR. FAC. - BUF	NY	Under 72		IGSA
BUF	WASHIGNTON CO. JAIL	NY	Under 72		IGSA
BUF	WAYNE CO. JAIL	NY	Over 72	S	IGSA
BUF	WYOMING CO. JAIL - BUF	NY	Over 72	S	IGSA
CHI	BUTLER CO. JAIL - CHI	KS	Over 72	S	IGSA
CHI	CALDWELL CO. DTE. CTR. - CHI	MO	Over 72	S	IGSA
CHI	CHASE CO. JAIL - CHI	KS	Over 72	S	IGSA
CHI	CHRISTIAN CO. JAIL (KAN) - CHI	MO	Over 72	S	IGSA
CHI	DANE CO. JAIL - CHI	WI	Under 72		IGSA
CHI	DEWITT CO. JAIL - CHI	IL	Under 72		IGSA
CHI	DODGE CO. DET. CTR. - CHI	WI	Over 72	S	IGSA
CHI	ELGIN POLICE DEPT. - CHI	IL	Under 72		IGSA
CHI	FINNEY CO. JAIL - CHI	KS	Over 72	S	IGSA
CHI	FLOYD CO. JAIL - CHI	IN	Under 72		IGSA
CHI	GRAYSON CO. DET. CTR (FEMALE FAC.) - CHI	KY	Under 72		IGSA
CHI	GRAYSON CO. DET. CTR (MALE FAC.) - CHI	KY	Under 72		IGSA
CHI	GREENE COUNTY JAIL - CHI	MO	Over 72	S	IGSA
CHI	JEFFERSON CO. LAW ENFORCEMENT CTR. - (KAS)- CHI	KS	Under 72		IGSA
CHI	JENNINGS CITY JAIL - CHI	MO	Under 72		IGSA
CHI	KENOSHA CO. DET. CTR. (KCDC) - CHI	WI	Over 72	S	IGSA

Field Office	Facility Name	State	Length of Stay	*Facilities	Type Agreement
CHI	KENOSHA CO. PRE-TRIAL FAC. - CHI	WI	Over 72	S	IGSA
CHI	LINCOLN CO. DET. CTR. - CHI	IL	Over 72	S	IGSA
CHI	MARION CO. JAIL - CHI	IN	Under 72		IGSA
CHI	MCHENRY CO. JAIL - CHI	IL	Over 72	S	IGSA
CHI	MISSISSIPPI CO. DET. CTR. - CHI	MO	Over 72	S	IGSA
CHI	MONTGOMERY CO. JAIL - CHI	MO	Over 72	S	IGSA
CHI	MORGAN CO. DET. CTR. - CHI	MO	Over 72	S	IGSA
CHI	PLATTE CO. DET. CTR (KAN) - CHI	MO	Over 72	S	IGSA
CHI	RENO CO. JAIL - CHI	KS	Over 72	S	IGSA
CHI	RICE CO. LAW ENFORCEMENT CTR. - CHI	KS	Over 72	S	
CHI	ROCK ISLAND CO. JAIL - CHI	IL	Under 72		IGSA
CHI	SALINE CO. JAIL	KS	Over 72	S	IGSA
CHI	SANGAMON CO. JAIL - CHI	IL	Under 72		IGSA
CHI	SEDGWICK CO. JAIL - CHI	KS	Under 72		IGSA
CHI	SEWARD CO. DET. CTR. (KAN) - CHI	KS	Under 72		IGSA
CHI	SHAWNEE CO. DEPT. OF COR. - (KAN) - CHI	KS	Over 72	S	IGSA
CHI	STONE PARK POLICE DEPT. - CHI	IL	Under 72		IGSA
CHI	TRI-COUNTY DET. CTR. - CHI	IL	Over 72	S	IGSA
DAL	BEDFORD CITY JAIL - DAL	TX	Under 72		IGSA
DAL	EULESS CITY JAIL - DAL	TX	Under 72		IGSA
DAL	GARVIN COUNTY DET. CTR. - DAL	OK	Over 72	S	IGSA
DAL	LUBBOCK CO. JAIL - DAL	TX	Under 72		IGSA
DAL	OKLAHOMA CO. DET. CTR. - DAL	OK	Over 72	S	IGSA
DAL	ROLLING PLAINS REG. DET CTR. - DAL	TX	Over 72	S	IGSA
DEN	DENVER CO. JAIL - DEN	CO	Under 72		IGSA
DEN	DENVER CONTRAGR DETENTION FAC. - DEN	CO	Over 72	P (49)	CDF
DEN	DOUGLAS CO. DET CTR. - DEN	CO	Over 72	S	IGSA
DEN	EL PASO CO. JUSTICE CTR. - DEN	CO	Under 72		IGSA
DEN	GARFIELD CO. DET. CTR. - DEN	CO	Over 72	S	IGSA
DEN	JEFFERSON CO. DET. CTR.	CO	Over 72	S	IGSA
DEN	LARAMIE CO. DET. CTR. - DEN	WY	Under 72		IGSA
DEN	LARIMER CO. DET. CTR. - DEN	CO	Under 72		IGSA
DEN	MESA CO. DET. CTR. - DEN	CO	Under 72		IGSA
DEN	MOFFAT CO. DET. CTR. - DEN	CO	Under 72		IGSA
DEN	MORGAN CO. DET. FAC.	CO	Under 72		IGSA
DEN	NATRONA CO. DET. CTR. - DEN	WY	Under 72		IGSA
DEN	PARK CO. JAIL - DEN	CO	Over 72	S	IGSA
DEN	PATRICK J. SULLIVAN JR. DET. FAC. - DEN	CO	Under 72		IGSA
DEN	PLATTE CO. DET. CTR. - DEN	WY	Under 72		IGSA
DEN	PUEBLO CO. DET. CTR. - DEN	CO	Under 72		IGSA
DEN	SAGUACHE CO	CO	Under 72		IGSA

Field Office	Facility Name	State	Length of Stay	*Facilities	Type Agreement
DEN	SOUTHERN UTE DET. CTR. - DEN	CO	Under 72		IGSA
DET	BEDFORD HEIGHTS CITY JAIL - DET	OH	Over 72	S	IGSA
DET	BOONE CO. DET. CTR - CHI	KY	Under 72		IGSA
DET	BUTLER CO. JAIL	OH	Over 72	S	IGSA
DET	CALHOUN CO. JAIL - DET	MI	Over 72	S	IGSA
DET	CHIPPEWA CO. CORR. FAC.	MI	Over 72	S	IGSA
DET	KENT CO. CORR. FAC. - DET	MI	Over 72	S	IGSA
DET	MACOMB CO. SHER. DEPT. - DET	MI	Over 72	S	IGSA
DET	MAPLE HEIGHTS CITY JAIL - DET	OH	Over 72	S	IGSA
DET	MONROE CO. JAIL (MAIN) - DET	MI	Over 72	S	IGSA
DET	MONROE CO. JAIL (DORMOTORY) - DET	MI	Over 72	S	IGSA
DET	PICKAWAY COUNTY JAIL	OH	Over 72	S	IGSA
DET	SENECA CO. JAIL - DET	OH	Over 72	S	IGSA
DET	OLON CITY JAIL - DET	OH	Over 72	S	IGSA
DET	ST. CLAIR CO. DET. & INTERVENTION CTR. - DET	MI	Over 72	S	IGSA
DET	WAYNE CO. JAIL (WILLIAM DICKERSON FACILITY)	MI	Over 72	S	IGSA
ELP	BREWSTER CO. JAIL - ELP	TX	Under 72		IGSA
ELP	CHAVES CO. ADULT DET. - ELP	NM	Under 72		IGSA
ELP	CRANE CO. SHERIFF DEPT. - ELP	TX	Under 72		IGSA
ELP	CULBERSON CO. JAIL - ELP	TX	Under 72		IGSA
ELP	DONA ANA CO. DET. CTR. - ELP	NM	Under 72		IGSA
ELP	EDDY CO. DET. CTR.	NM	Under 72		IGSA
ELP	EL PASO CO. DET. FAC. - ELP	TX	Under 72		IGSA
ELP	EL PASO CO. SHERIFF'S OFC. JAIL ANNEX DIV. - ELP	TX	Under 72		IGSA
ELP	EL PASO SERVICE PROC. CTR. - ELP	TX	Over 72	P (78)	SPC
ELP	HUDSPETH CO. JAIL - ELP	TX	Under 72		IGSA
ELP	LUNA CO. DET. FAC. - ELP	NM	Under 72		IGSA
ELP	OTERO CO. PRISON FACILITY- ELP	NM	Over 72	S	IGSA
ELP	RANDALL CO. JAIL- ELP	TX	Under 72		IGSA
ELP	REEVES CO. SHERIFF'S DEPT. - ELP	TX	Under 72		IGSA
ELP	REGIONAL CORRECTIONAL FACILITY- ELP	NM	Over 72	S	IGSA
ELP	SAN MIGUEL CO. DET. CTR. - ELP	NM	Under 72		IGSA
ELP	SANDOVAL CO. DET. CTR. - ELP	NM	Under 72		IGSA
ELP	TORRANCE CO. DET. FAC. - ELP	NM	Over 72	S	IGSA
ELP	WARD CO. SHERIFF OFFICE - ELP	TX	Under 72		IGSA
ELP	WEST TEXAS DET. CTR. - ELP	TX	Over 72	S	IGSA
ELP	WINKLER CO. SHERIFF FAC. - ELP	TX	Under 72		IGSA
HOU	HOUSTON CONTRACT DET. FAC - HOU	TX	Over 72	P (66)	CDF
HOU	JEFFERSON COUNTY JAIL - HOU	TX	Over 72	S	IGSA
HOU	POLK COUNTY ADULT DET. FAC.	TX	Over 72	S	IGSA

Field Office	Facility Name	State	Length of Stay	*Facilities	Type Agreement
LOS	ALHAMBRA CITY JAIL - LOS	CA	Under 72		IGSA
LOS	MIRA LOMA DET. CTR. - LOS	CA	Over 72	S	IGSA
LOS	MONTEREY PARK CITY JAIL - LOS	CA	Under 72		IGSA
LOS	PASADENA JAIL - LOS	CA	Under 72		IGSA
LOS	POMONA CITY JAIL - LOS	CA	Under 72		IGSA
LOS	SAN BERNARDINO CEN. DET. CTR. - LOS	CA	Under 72		IGSA
LOS	SAN PEDRO SERV. PROC. CTR. - LOS	CA	Over 72	P (78)	SPC
LOS	SANTA ANA CITY JAIL - LOS	CA	Over 72	S	IGSA
LOS	VENTURA CO. JAIL - LOS	CA	Under 72		IGSA
MIA	AGUADILLA SERV. PROC. CTR. - ATL	PR	Over 72	P	SPC
MIA	BROWARD TRANSITIONAL CTR. - MIA	FL	Over 72	P	CDF
MIA	CITRUS CO. DET. FAC. - MIA	FL	Over 72	S	IGSA
MIA	GLADES CO. DET. CTR	FL	Over 72	S	IGSA
MIA	GOLDEN GROVE DET. CTR. - ATL	PR	Under 72		IGSA
MIA	KROME SERV. PROC. CTR. - MIA	FL	Over 72	P (100)	SPC
MIA	MONROE CO. JAIL - MIA	FL	Over 72	S	IGSA
MIA	NASSAU CO. JAIL - MIA	FL	Under 72		IGSA
MIA	ORANGE CO. JAIL - CENTRAL BOOKING FAC. - MIA	FL	Under 72		IGSA
MIA	ORIENT ROAD JAIL	FL	Under 72		IGSA
MIA	PINELLAS CO. JAIL - MIA	FL	Under 72		IGSA
MIA	SAN JUAN GSA CTR. - ATL	PR	Under 72		IGSA
MIA	WAKULLA CO. SHERIFF'S OFFICE- MIA	FL	Over 72	S	IGSA
NEW	ELIZABETH COR. FAC. - NEW	NJ	Over 72	P (30)	CDF
NEW	HUDSON CO. JAIL - NEW	NJ	Over 72	S	IGSA
NEW	MIDDLESEX CO. JAIL - NEW	NJ	Over 72	S	IGSA
NOL	BENTON CO. DET. CTR. - NOL	AR	Under 72		IGSA
NOL	BLOUNT CO. JAIL - NOL	TN	Over 72	S	IGSA
NOL	CALCASIEU PARISH COR. CTR. - NOL	LA	Over 72	S	IGSA
NOL	CCA SILVERDALE DET. FAC.	TN	Over 72	S	IGSA
NOL	CONCORDIA PARRISH CORR. CTR. - NOL	LA	Under 72		IGSA
NOL	DAVIDSON CO	TN	Over 72	S	IGSA
NOL	ETOWAH CO. JAIL - NOL	AL	Over 72	S	IGSA
NOL	HAMILTON CO. JAIL - NOL	TN	Over 72	S	IGSA
NOL	LASALLE DET. FAC.	LA	Over 72	S	IGSA
NOL	LASALLE PARISH COR. CTR.	LA	Over 72	S	IGSA
NOL	LONOKE CITY JAIL - NOL	AR	Under 72		IGSA
NOL	MONTGOMERY CITY JAIL	AL	Under 72		IGSA
NOL	ORLEANS PARISH PRISON	LA	Over 72	S	IGSA
NOL	PEARL RIVER CO. JUSTICE CTR. - NOL	MS	Under 72		IGSA
NOL	PERRY CO. DET. CTR.	AL	Over 72	S	IGSA

Field Office	Facility Name	State	Length of Stay	*Facilities	Type Agreement
NOL	PINE PRAIRIE COR. CTR. - NOL	LA	Over 72	S	IGSA
NOL	SEBASTIEN CO. DET. CTR. - NOL	AR	Under 72		IGSA
NOL	SOUTH LOUISIANA CORR. CTR.	LA	Over 72	S	IGSA
NOL	TENISAS PARISH DET CTR. - NOL	LA	Over 72	S	IGSA
NOL	W. BATON ROUGE PARISH DET. CTR. - NOL	LA	Under 72		IGSA
NOL	W. TENNESEE DET. FAC. - NOL	TN	Over 72	S	IGSA
NOL	WASHINGTON CO. JAIL - NOL	AR	Under 72		IGSA
NOL	WILLIAMSON CO. JAIL - NOL	TN	Over 72	S	IGSA
NYC	BERGEN CO. JAIL - NYC	NJ	Over 72	S	IGSA
NYC	MONMOUTH CO. JAIL - NYC	NJ	Over 72	S	IGSA
NYC	ORANGE CO	NY	Over 72	S	IGSA
NYC	SUSSEX CO. JAIL (KEOGH) - NEW	NJ	Over 72	S	IGSA
PHI	ALLEGHENY CO. JAIL - PHI	PA	Over 72	S	IGSA
PHI	BEDFORD CO. JAIL - PHI	PA	Over 72	S	IGSA
PHI	BERKS CO. PRISON - PHI	PA	Over 72	S	IGSA
PHI	CAMBRIA CO. PRISON - PHI	PA	Over 72	S	IGSA
PHI	CARBON CO. PRISON - PHI	PA	Over 72	S	IGSA
PHI	CENTRAL REG. JAIL - PHI	WV	Over 72	S	IGSA
PHI	CLARION CO. CORRECTIONS - PHI	PA	Under 72		IGSA
PHI	CLEARFIELD CO. JAIL - PHI	PA	Under 72		IGSA
PHI	CLINTON CO. CORR. FAC. - PHI	PA	Over 72	S	IGSA
PHI	EASTERN REG. JAIL - PHI	WV	Under 72		IGSA
PHI	ERIE CO. PRISON - PHI	PA	Over 72	S	IGSA
PHI	LACKAWANNA CO. PRISON - PHI	PA	Over 72	S	IGSA
PHI	LAWRENCE CO. CORRECTIONS - PHI	PA	Under 72		IGSA
PHI	LEHIGH CO. PRISON	PA	Under 72		IGSA
PHI	MERCER CO. JAIL	PA	Under 72		IGSA
PHI	MONTGOMERY CO. PRISON	PA	Under 72		IGSA
PHI	NORTHERN REG. JAIL - PHI	WV	Under 72		IGSA
PHI	PIKE CO. COR. FAC. - PHI	PA	Over 72	S	IGSA
PHI	SNYDER CO. JAIL - PHI	PA	Over 72	S	IGSA
PHI	SOUTH CENTRAL REGIONAL JAIL- PHI	WV	Over 72	S	IGSA
PHI	WESTMORELAND CO. PRISON - PHI	PA	Under 72		IGSA
PHI	YORK CO. PRISON - PHI	PA	Over 72	S	IGSA
PHO	APACHE CO. JAIL - PHO	AZ	Under 72		IGSA
PHO	CENTRAL ARIZONA DET. CTR. - PHO	AZ	Over 72	S	IGSA
PHO	COCHISE CO. JAIL - PHO	AZ	Under 72		IGSA
PHO	COCONINO CO. DET. FAC.	AZ	Under 72		IGSA
PHO	ELOY DET. CTR.	AZ	Over 72	S	IGSA
PHO	FLORENCE (FCC)	AZ	Over 72	S	IGSA

Field Office	Facility Name	State	Length of Stay	*Facilities	Type Agreement
PHO	FLORENCE SERV. PROC. CTR. - PHO	AZ	Over 72	P (48)	SPC
PHO	GRAHAM CO. JAIL - PHO	AZ	Under 72		IGSA
PHO	LA PAZ CO. DET. FAC. - PHO	AZ	Over 72	S	IGSA
PHO	MARICOPA CO. 4TH AVE. JAIL - PHO	AZ	Under 72		IGSA
PHO	MARICOPA DURANGO - PHO	AZ	Under 72		IGSA
PHO	MARICOPA ESTRELLA - PHO	AZ	Under 72		IGSA
PHO	MARICOPA LOWER BUCKEYE JAIL - PHO	AZ	Under 72		IGSA
PHO	NAVAJO COUNTY DET. FAC. - PHO	AZ	Under 72		IGSA
PHO	SANTA CRUZ CO. JAIL - PHO	AZ	Under 72		IGSA
PHO	YAVAPAI CO. DET. CTR. - PHO	AZ	Under 72		IGSA
PHO	YAVAPAI COUNTY JAIL - PHO	AZ	Under 72		IGSA
SEA	ANCHORAGE JAIL COMPLEX (EAST) - SEA	AK	Over 72	S	IGSA
SEA	BENTON CO. JAIL - SEA	WA	Under 72		IGSA
SEA	CHELAN CO. REG. JUSTICE CTR. - SEA	WA	Under 72		IGSA
SEA	COLUMBIA COUNTY JAIL - SEA	OR	Over 72	S	IGSA
SEA	FAIRBANKS CORR. CTR. - SEA	AK	Under 72		IGSA
SEA	GRANT CO. JAIL (POO) - SEA	OR	Over 72	S	IGSA
SEA	HIGHLAND MOUNTAIN CORR. CTR.	AK	Over 72	S	IGSA
SEA	JACKSON CO. ADULT JAIL - SEA	OR	Under 72		IGSA
SEA	JOSEPHINE CO. ADULT JAIL - SEA	OR	Over 72	S	IGSA
SEA	KLAMATH COUNTY JAIL (POO) - SEA	OR	Under 72		IGSA
SEA	KODIAK CITY JAIL - SEA	AK	Under 72		IGSA
SEA	LANE CO. JAIL (POO) - SEA	OR	Under 72		IGSA
SEA	LEMON CREEK COR. CTR. - SEA	AK	Under 72		IGSA
SEA	MAT-SU PRE - TRIAL FAC. - SEA	AK	Under 72		IGSA
SEA	NORTHERN OREGON COR. FAC. (POO) - SEA	OR	Over 72	S	IGSA
SEA	NORTHWEST DET. CTR. - SEA	WA	Over 72	P (51)	GDF
SEA	OKANOGAN CO. CORR. - SEA	WA	Under 72		IGSA
SEA	SUNNYSIDE POLICE DEPT. JAIL - SEA	WA	Under 72		IGSA
SEA	UMATILLA COUNTY JAIL - SEA	WA	Over 72	S	IGSA
SEA	UNALASKA CITY JAIL - SEA	AK	Under 72		IGSA
SEA	YAKIMA CO. DEPT. OF CORR. - SEA	WA	Under 72		IGSA
SFR	DEPARTMENT OF CORRECTIONS - SFR	GU	Over 72	S	IGSA
SFR	KERN CO. SHERIFF'S OFC.	CA	Over 72	S	IGSA
SFR	SACRAMENTO CO. JAIL - SFR	CA	Over 72	S	IGSA
SFR	SANTA CLARA MAIN JAIL - SFR	CA	Over 72	S	IGSA
SFR	YUBA CO. JAIL - SFR	CA	Over 72	S	IGSA
SLC	ADA CO. JAIL	ID	Over 72	S	IGSA
SLC	BANNOCK CO. JAIL - DEN	ID	Over 72	S	IGSA
SLC	BINGHAM CO. JAIL - DEN	ID	Under 72		IGSA



Field Office	Facility Name	State	Length of Stay	*Facilities	Type Agreement
SLC	BROADWATER CO. SHERR. OFC.	MT	Under 72		IGSA
SLC	CASCADE CO. REG. DET. CTR.	MT	Over 72	S	IGSA
SLC	DALE G. HAILE DET. CTR. - DEN	ID	Over 72	S	IGSA
SLC	HILL CO. DET. FAC. - DEN	MT	Over 72	S	IGSA
SLC	JEFFERSON CO. JAIL - (HEL) - DEN	MT	Under 72		IGSA
SLC	LEWIS & CLARK CO. DET. FAC.	MT	Under 72		IGSA
SLC	MADISON CO. JAIL - DEN	ID	Under 72		IGSA
SLC	MINI- CASSIA CRIM.JUS. CTR- DEN.	ID	Over 72	S	IGSA
SLC	MISSOULA CO. DET. FAC. - DEN	MT	Over 72	S	IGSA
SLC	N. LAS VEGAS DET. CTR. - LOS	NV	Over 72	S	IGSA
SLC	SALT LAKE CO. ADULT DET. FAC.	UT	Under 72		IGSA
SLC	SUMMIT CO. JAIL - SFR	UT	Over 72	S	IGSA
SLC	TETON CO. JAIL - DEN	ID	Under 72		IGSA
SLC	TOOELE CO. DET. CTR. - SFR	UT	Under 72		IGSA
SLC	TOOLE CO. SHERIFFS OFFICE- DEN	MT	Under 72		IGSA
SLC	TWIN FALLS CRIMINAL JUSTICE FAC.- DEN	ID	Over 72	S	IGSA
SLC	UTAH CO. JAIL - SFR	UT	Over 72	S	IGSA
SLC	WASHOE CO. JAIL - SFR	NV	Under 72		IGSA
SLC	WEBER CO. JAIL FAC. - SFR	UT	Over 72	S	IGSA
SLC	YELLOWSTONE CO. DET. FAC (HEL) - DEN	MT	Over 72	S	IGSA
SNA	BEXAR CO.	TX	Over 72	S	IGSA
SNA	BROOKS CO. DET. CTR - SNA	TX	Under 72		IGSA
SNA	COMAL CO. DET. CTR. - SNA	TX	Under 72		IGSA
SNA	FRIO CO. JAIL - SNA	TX	Over 72	S	IGSA
SNA	KARNES CO. CORR. CTR.-SNA	TX	Over 72	S	IGSA
SNA	KINNEY CO. DET. CTR.	TX	Over 72	S	IGSA
SNA	LA SALLE CO. REGIONAL	TX	Over 72	S	IGSA
SNA	LAREDO. - SNA	TX	Over 72	S	IGSA
SNA	LIMESTONE CO. DET. CTR. - SNA	TX	Over 72	S	IGSA
SNA	MCLENNAN CO. JAIL - SNA	TX	Under 72		IGSA
SNA	PORT ISABEL SER. PROC. CTR. - SNA	TX	Over 72	P (90)	SPC
SNA	SOUTH TEXAS DET. CTR. - SNA	TX	Over 72	P 102)	CDF
SNA	WILLACY CO. PROCESSING CTR.	TX	Over 72	S	IGSA
SNA	WILLACY CO. REG. DET. FACILITY - SNA	TX	Under 72		IGSA
SND	EL CENTRO SER. PROC. CTR. - SND	CA	Over 72	P (144)	SPC
SND	SAN DIEGO COR.FAC. - SND	CA	Over 72	P (226)	CDF
SPM	BOTTINEAU CO. JAIL - SPM	ND	Under 72		IGSA
SPM	CARVER CO. JAIL - SPM	MN	Over 72	S	IGSA
SPM	CASS CO. JAIL - SPM	ND	Over 72	S	IGSA
SPM	DOUGLAS CO. JAIL - SPM	WI	Over 72	S	IGSA

Field Office	Facility Name	State	Length of Stay	*Facilities	Type Agreement
SPM	GRAND FORKS CO. CORR. CTR. - SPM	ND	Over 72	S	IGSA
SPM	HARDIN CO. COR. CTR. - SPM	IA	Over 72	S	IGSA
SPM	LAWRENCE CO. JAIL - SPM	SD	Under 72		IGSA
SPM	LINN CO	IA	Under 72		IGSA
SPM	MEADE CO. JAIL - SPM	SD	Under 72		IGSA
SPM	MINNEHAHA CO. JAIL - SPM	SD	Over 72	S	IGSA
SPM	MOUNTRAIL CO. JAIL - SPM	ND	Under 72		IGSA
SPM	NOBLES CO. JAIL - SPM	MN	Over 72	S	IGSA
SPM	PEMBINA CO. JAIL - SPM	ND	Under 72		IGSA
SPM	PENNINGTON CO. JAIL - SPM	MN	Over 72	S	IGSA
SPM	PHELPS CO. JAIL - SPM	NE	Over 72	S	IGSA
SPM	POLK CO. JAIL - SPM	IA	Over 72	S	IGSA
SPM	POTTAWATTAMIE CO. JAIL - SPM	IA	Over 72	S	IGSA
SPM	RAMSEY ADULT DET. CTR. - SPM	MN	Over 72	S	IGSA
SPM	ROSEAU CO. JAIL - SPM	MN	Under 72		IGSA
SPM	SHERBURNE CO. JAIL - SPM	MN	Over 72	S	IGSA
SPM	TRAILL CO. JAIL - SPM	ND	Under 72		IGSA
SPM	WASHINGTON CO. JAIL - SPM	MN	Over 72	S	IGSA
WAS	ARLINGTON CO ADULT DET. FAC. - WAS	VA	Over 72	S	IGSA
WAS	HAMPTON ROADS REG. JAIL - WAS	VA	Over 72	S	IGSA
WAS	PAMUNKEY REG. JAIL - WAS	VA	Over 72	S	IGSA
WAS	PIEDMONT REG. JAIL - WAS	VA	Over 72	S	IGSA
WAS	PRINCE WILLIAM-MANASSAS REG. ADC	VA	Under 72		IGSA
WAS	RAPPAHANNOCK REG. JAIL - WAS	VA	Over 72	S	IGSA
WAS	RIVERSIDE REG. JAIL - WAS	VA	Over 72	S	IGSA
WAS	ROCKINGHAM REGIONAL JAIL - WAS	VA	Under 72		IGSA

\* Facilities: P = Primary and (number of phones); S = Secondary Facilities

Over 72 hours – 206 facilities

Under 72 hours – 139 facilities

### Attachment C — Detainee Call Volume Statistics

The following call volumes were provided by the current vendor. The current DTS-IV contract is a Zero Cost (\$0) contract to DHS/ICE. These call volume statistics have not been audited. ICE does not guarantee any call volume for either revenue producing calls or pro-bono calls.

<i>Revenue calls For All Primary Facilities</i>				
<b>Average Monthly Collect Calls</b>				
<b>(3 Months: July 07 - September 07)</b>				
<b>Revenue Calls</b>	<b>Number of Calls Collect</b>	<b>Number of Minutes Collect</b>	<b>Number of Calls Pre-Paid/Debit</b>	<b>Number of Minutes Pre-Paid/Debit</b>
Total Calls	43,000	525,000	560,000	3,150,000
*Local		22%		34%
*Long Distance		70%		62%
*International		8%		4%

\*Percentages are based on yearly data accumulated from March 2006 through February 2007. Recent trend is for growth in Debit/PrePaid calls and a reduction in Collect call volume.

<i>Pro bono (free calls) from all facilities</i>				
<b>Average Monthly Calls</b>				
<b>(3 months: July 2007 - September 2007)</b>				
<b>Free Calls</b>	<b>Number of calls at Primary Facilities</b>	<b>Number of Minutes at Primary Facilities</b>	<b>Number of calls at Secondary Facilities</b>	<b>Number of Minutes at Secondary Facilities</b>
Total Calls	80,000	255,000	*33,000	*97,000

\*There are 206 Secondary Facilities, of which 198 have pro bono activity reported. There are 8 facilities that have no activity for various reasons. Offerors should anticipate the call volume and calling minutes to increase as new facilities are brought on-line.

**Attachment D — ATR Duties**

1. Review the contract terms and specifications of the National Detention Standards (September 2000 or as amended).
2. Establish and maintain continuous liaison with the Contracting Officer (CO), Contract Specialist (CS) if assigned, and the Contracting Officer's Technical Representative (COTR).
3. Ensure that the facility shall provide detainees with reasonable and equitable access to telephones during established facility waking hours.
4. Ensure sufficient access to at least one telephone per detainee use for every twenty-five (25) detainees held.
5. Ensure facility maintains detainee telephones in proper working order. The telephones shall be inspected weekly (daily in SPCs/CDFs) and out of order telephones shall be reported to PCS with a notice to the COTR and CO. The CO will then contact the contractor for necessary repairs if PCS fails to perform in a timely manner.
6. Ensure the facility shall permit the detainee to make direct calls:
  - a. To the local immigration court and the Board of Immigration Appeals
  - b. To Federal and State courts where the detainee is or may become involved in a legal proceeding
  - c. To Consular officials
  - d. To a government office, to obtain documents relevant to his/her immigration case and
  - e. In a personal or family emergency, or when the detainee can otherwise demonstrate a compelling need (to be interpreted liberally).
7. Ensure that if the standard telephone service is not available, then ICE/DRO will allow the detainee to use on-site cell phones in an environment that meets privacy standards and which numbers are already pre-programmed.
8. Ensure that detainees are allowed to make calls as soon as possible after their request and no later than 24 hours after their initial request. Usually access will be granted within eight (8) waking hours of the detainee's request, excluding the hours between lights-out and morning resumption of scheduled activities.
9. Ensure that the facility does not require indigent detainees to pay for the types of calls listed above or non-local calls if there is a compelling need.
10. Ensure the facility allows all detainees to make calls to the ICE/DRO provided list of free legal service providers and consulates at no charge to the detainee or the receiving party.
11. Ensure the facility will not restrict the number of calls a detainee places to his/her legal representatives, nor limit the duration of such calls by rule or automatic cut-off, unless necessary for security purposes or to maintain orderly and fair access to telephones. If time limits are necessary for such calls, they shall be no shorter than twenty (20) minutes and the detainee shall be allowed to continue the call if desired, at the first available opportunity.

12. Ensure that the facility may place reasonable restrictions on the hours, frequency and duration of direct and/or free calls for the following reasons only: availability (the usage demands of other detainees), orderly operation of the facility (scheduled detainee movements, court schedules, meals, etc.), emergencies (escapes, escape attempts, disturbances, fires, power outages, etc.).
13. Ensure staff shall permit detainees in the Special Management Unit (for disciplinary reasons, suicide, protective custody) to make direct and/or free calls as described, except under compelling security conditions following special security and safety requirements of the detainees in these units. These conditions shall be documented.
14. Ensure upon detainee's request, the facility shall liberally grant inter-facility family call requests. The facility will make special arrangements permitting the detainee to speak with immediate family (detainee's spouse, mother, father, stepparent, foster parents, brother, sisters, and natural or adopted children). Reasonable limitations may be placed on the frequency and duration of these calls. The detainee's calls shall be afforded privacy to the extent possible while maintaining proper security.
15. Ensure that the facility properly deliver telephone calls regarding legal matters.
16. Ensure that absent a court order, the facility shall not monitor detainee telephone calls.
17. Ensure privacy for all detainee calls be made. Privacy may be attained by the following:
  - a. Telephones with privacy panels (side partitions) that extend at least 18 inches to prevent conversations from being overheard.
  - b. Placing telephones where conversations may not be readily overheard by other detainees or facility staff; or
  - c. Allowing detainees to use an office telephone to make confidential calls regarding their legal proceedings.
18. Ensure that detainees are aware that absent a court order, they are notified that all telephone calls can potentially be monitored.

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

**K.1 CLAUSES INCORPORATED BY REFERENCE**

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

**K.2 CLAUSES INCORPORATED IN FULL TEXT**

**K.2.1 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 paragraphs (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 paragraphs (a)(1) through (a)(3) of this provision \_\_\_\_\_ [*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 paragraphs (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 paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (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.2.2 52.204-3 Taxpayer Identification. (OCT 1998)**

## a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

## (d) Taxpayer Identification Number (TIN).

TIN: \_\_\_\_\_.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

## (e) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other: \_\_\_\_\_

(f) Common parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

Name: \_\_\_\_\_

TIN: \_\_\_\_\_

**K.2.3 52.204-8 Annual Representations and Certifications. (JAN 2006)**

a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **517911**

(2) The small business size standard is **1500 employees**

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

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

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

(i) Paragraph (c) applies.

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

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

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

**K.2.4 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 or are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have or 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 or 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 or has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

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

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

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

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

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

**K.2.5 52.215-6 Place of Performance. (OCT 1997)**

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation,  intends,  does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance Name and Address of Owner  
(Street Address, City, and Operator of the Plant  
State, County, Zip Code) or Facility if Other than  
offeror or Respondent

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**K.2.6 52.219-1 Small Business Program Representations. (MAY 2004) - Alternate I (APR 2002)**

a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **517911**

(2) The small business size standard is **1500 employees**.

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

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

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

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

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

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

(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 for 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.

(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.

(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 caregiver of such veteran.

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

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

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

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

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

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

(1) 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.

#### **K.2.7 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 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.2.8 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.2.9 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.2.10 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.*), or 5169, or 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..

**SECTION L- INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS****L.1 CLAUSES INCORPORATED BY REFERENCE**

52.204-6	Data Universal Numbering System (DUNS) Number	OCT 2003
52.204-7	Central Contractor Registration	JUL 2006
52.215-1	Instructions to Offerors-Competitive Acquisition	JAN 2004
52.237-1	Site Visit	APR 1984

**L.2 CLAUSES INCORPORATED BY FULL TEXT****L.2.1 52.216-1 Type of Contract. (APR 1984)**

The Government contemplates award of a firm fixed price contract resulting from this solicitation.

**L.2.2 52.252-1 Solicitation Provisions Incorporated by Reference. (FEB 1998)**

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

[www.arnet.gov](http://www.arnet.gov)

**L.2.3 52.252-3 Alterations in Solicitation (APR 1984)**

Portions of this solicitation are altered as follows:

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### L.3 PROPOSAL REQUIREMENTS

#### I. GENERAL INSTRUCTIONS

ICE requires that all offerors' proposals provide a Statement of Work; a Quality Assurance Surveillance Plan; and, performance metrics and measures which are based on their proposed solutions and existing commercial practices. ICE is seeking to improve the current connection rate and decrease the current downtime for equipment repairs. ICE is seeking a debit system that includes a refund policy on debit calls, and collect calls. ICE seeks a user friendly system using cutting edge software; web management tools; reports and processes to easily identify negative and positive trends and is looking for methods that are able to track and correct identified problems quickly. Paramount is the ability of all detainees located in all "over 72-hour" facilities (both identified Primary and Secondary Facilities) to access all ICE identified free telephone numbers on a continuing basis. offerors must submit all clarification questions concerning this solicitation in writing to the following contract specialists. Questions may be submitted via E-Mail to:

Randolph Sawyer at Email: [randolph.sawyer@dhs.gov](mailto:randolph.sawyer@dhs.gov)

Clarification questions will be accepted until **15 January at 12:00 pm**. After this date the Government does not guarantee a response. Oral explanations or instructions given by the Government before the award of the contract(s) shall not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment to the solicitation, if that information is necessary in submitting offers or if a lack of it would be prejudicial to any other prospective offerors.

Each offeror must submit an offer/proposal and other written information in strict accordance with these instructions. When evaluating an offeror, the Government will consider how well the offeror complied with both the letter and the spirit of these instructions. The Government will consider any failure on the part of an offeror to comply with both the letter and spirit of these instructions to be an indication of the type of conduct it can expect during contract performance. Therefore, the Government encourages offerors to contact the Contracting Officer by telephone, facsimile transmission, or e-mail in order to request an explanation of any aspect of these instructions. The offeror will be evaluated on the following factors:

Technical Capability  
Past Performance  
Cost and Pricing Information

The Government will consider the technical capability significantly more important than past performance. Past Performance will be considered more important than cost and price information. offerors are required to submit three (3) separate volumes (I, II, III) containing the information detailed below:

#### **Volume I- Technical Capability**

A complete copy of the solicitation with all appropriate sections filled in by the offeror;  
Consent and agreement to the Statement of Objectives (SOO) and all clauses applicable to each section including any clauses with fill-ins completed by the offeror and any other information requested provided;  
Acceptance, via signature, of all amendments. This section should explain the offerors solutions to each