

SF-1

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(b)(7)(E)

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FROM (Department or Government Establishment)

Dept. of Justice

BUREAU/OFFICE

U.S. Marshals Service

PUBLICATION TITLE

Pub. 946/946A Promoting Access to Voting Posters (English/Spanish)

QUALITY LEVEL

III

DATE PREPARED

11/7/22

QUANTITY (Units of Finished Product)

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FINISHED PRODUCT

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1

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Assistant Chief/Publications Specialist

Title

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REQUISITION NO. (b)(7)(E)	BILLING ADDRESS CODE (BAC) 4410-04
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United States Marshals Service

(Servicio de Alguaciles Federales de los EE. UU.)



Justice • Integrity • Service

Mientras esté bajo la custodia de los United States Marshals Service (USMS), usted tiene el derecho de solicitar información y materiales sobre cómo registrarse para votar y como votar mientras esta bajo custodia. El personal de la cárcel lo ayudará a obtener los materiales para votar por correo cuando usted solicite la ayuda con este proceso de manera oportuna. Su derecho a solicitar información, materiales y asistencia no le da el derecho a votar en una jurisdicción en particular. Su derecho legal a votar está sujeto a las leyes que aplican en esa jurisdicción. Los USMS no apoyan o están en contra de ningún candidato o partido político y el personal de la cárcel no puede presionarlo a que vote a favor o en contra de ningún candidato o partido político, y no puede impedir o evitar su derecho legal de votar.

USMS Pub. 946A
Est. 12/21



United States Marshals Service



Justice • Integrity • Service

At any time while in federal custody with the United States Marshals Service (USMS), you have the right to request information and materials on registering to vote, and how to vote while in custody. Staff from the jail should help you with getting voting materials and voting by mail when you request help with this process in a timely manner. Your right to request information, materials, and assistance does not entitle you to vote in a particular jurisdiction. Your lawful right to vote is subject to applicable laws of that jurisdiction. The USMS does not support or oppose any candidate or political party, and jail staff cannot pressure you to vote for or against any candidate or political party, and cannot prevent or stop your lawful right to vote.

**USMS Pub. 946
Est. 12/21**

SF-1 PRINTING AND BINDING REQUISITION to the Public Printer of the United States

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BUREAU/OFFICE **U.S. Marshals Service**

PUBLICATION TITLE **Pub. 946/946A Promoting Access to Voting Posters (English/Spanish)**
QUALITY LEVEL **3**
DATE PREPARED **1/18/2022**

QUANTITY (Units of Finished Product) **1,200 (600 of each poster)**
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COVER PAPER (JCP number [If Known] and Grade, Color, Finish and Basis Weight) **80 lb. Litho (Gloss) Coated Cover**
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PAD/SETS (Position) (Sheets in Pad) (Sets in Pad) (Sheets in Set) (Chipboard Required) CARBON INTERLEAVE PUNCH/DRILL (No. of Holes) (Inches Center to Center) (Position) STAMP TITLE (Bindery) Cover Spine Foil (Color) _____ Ink (Color) _____

COLLATE (Explain) _____ TAB DIVIDERS (Height of Tab) _____ Width of Cut (1/5 etc.) _____ (Position) _____

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I certify that this work is authorized by law and necessary to the conduct of the business of the above-mentioned Government establishment.
(b)(6); (b)(7)(C); (b)(7)(F) Publications Specialist
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FROM (Department or Government Establishment) Dept. of Justice	PUBLICATION TITLE Pub. 946/946A Promoting Access to Voting Posters (English/Spanish)
REQUISITION NO. (b)(7)(E)	BILLING ADDRESS CODE (BAC) 4410-04
ADDITIONAL INFORMATION	

Poster prints CMYK, one sided, full bleed required. Trim to finished size of 36 x 24".

600 copies of Pub. 946, Promoting Access to Voting (English)
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27 CONUS U.S. locations and 1 U.S. territory (Guam) will receive 1-13 copies of each poster; 1 location (Landover, MD 20785) will receive 400+ copies of each poster.

Pack suitable so as to not damage the corners of the posters. English and Spanish versions may be packaged together EXCEPT FOR the bulk shipment going to Landover, MD which should have the English and Spanish versions packaged separately.

**U.S. Department of Justice
United States Marshals Service
Prisoner Operations Division**

**Office of Detention Services
Intergovernmental Agreement**

1. Agreement Number	2. Effective Date	3. Facility Code(s)	4. DUNS Number
5. Issuing Federal Agency United States Marshals Service Prisoner Operations Division Office of Detention Services CG-3, (b)(6); (b)(7)(C) Washington, DC 20530-0001		6. Local Government Tax ID#:	
7. Appropriation Data (b)(7)(E)	8. Local Contact Person: E-mail: Telephone:		
9. Services	10. Estimated Number of Federal Beds	11. Per Diem Rate	12. Period of Performance
This agreement is for the housing, safekeeping, subsistence, and care of Federal prisoners, in accordance with content set forth herein.	Male: Female: Juvenile: Total:		Perpetual
13. Guard/Transportation Hourly Rate	14. Optional Guard/Transportation Services		
Guard/Transportation Hourly Rate: \$ Mileage shall be reimbursed by the Federal Government at the current General Services Administration (GSA) Federal Travel Regulation Mileage Rate.	<input type="checkbox"/> Medical <input type="checkbox"/> U.S. Courthouse <input type="checkbox"/> JPATS <input type="checkbox"/> Encompassed _____ <input type="checkbox"/> Video Teleconferencing (VTC) Hearings <input type="checkbox"/> Other _____		
15. Department of Labor Wage Determination			
<input type="checkbox"/> Wages Incorporated _____			
16. Local Government Certification <i>To the best of my knowledge and belief, information submitted in support of this agreement is true and correct. This document has been duly authorized by the governing authorities of their applying Department or Agency State or County Government and therefore agree to comply with all provisions set forth herein this document.</i>		17. Signature of Person Authorized to Sign (Local) _____ Signature _____ Print Name _____ Title Date	
18. Federal Prisoner Type Authorized <input type="checkbox"/> Adult Male <input type="checkbox"/> Adult Female <input type="checkbox"/> Juvenile Male <input type="checkbox"/> Juvenile Female <input type="checkbox"/> Transgender	19. Other Authorized Agency User <input type="checkbox"/> BOP <input type="checkbox"/> ICE <input type="checkbox"/> Other _____	20. Signature of Person Authorized to Sign (Federal) _____ Signature _____ Print Name _____ Title Date	

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1. Authority

Pursuant to the authority, 106th Congress Public Law 553, Section 119 of the "Department of Justice Appropriations Act, 2001", this Intergovernmental Agreement (hereinafter referred to as "agreement") is entered into between the United States Marshals Service (USMS) (hereinafter referred to as the "Federal Government") and **[Fill-in, enter county jail name]** (hereinafter referred to as "Local Government"), who hereby agree as described in this document.

2. Purpose

The Federal Government and the Local Government establish this agreement allowing the USMS or other authorized agency user as noted in block #19, page one (1) of this agreement to house individuals detained on federal charges or federal court orders (hereinafter referred to as "Federal prisoners") with the Local Government at the **[Fill-in, enter county jail name and full address]** (hereinafter referred to as "the Facility") designated in block #6 on page one (1) of this agreement.

3. Administration (October 2021)

The Local Government shall provide for the secure custody, safekeeping, housing, subsistence, and care of Federal prisoners in accordance with all state, local, and federal laws, standards, regulations, policies, and court orders applicable to the operation of the Facility. Federal prisoners shall be housed in a manner consistent with the Federal Performance Based Detention Standards (FPBDS) subset utilized by the USMS Detention Facility Review Program. These standards are set forth in Form USM-218 (provided as an attachment to this agreement). Facilities shall follow the current standards summarized in Form USM-218 and any other standards required by an authorized agency whose prisoners are housed by the Local Government pursuant to this agreement. Full text of the FPBDS can be found at: <http://www.usmarshals.gov/prisoner/detention-standards.htm> as an additional reference source for best practices.

[Fill-in, enter county jail name] shall comply with Congressional mandates, federal laws, Executive Orders and all existing **[Fill-in, enter county jail name]** policies. **[Fill-in, enter county jail name]** shall provide a means for verification of any state inspections, accreditation, and, if applicable, any alternative correctional facility accreditations such as an accreditation from the American Correctional Association accreditation.

The USMS ensures the secure custody, care, and safekeeping of USMS prisoners. Accordingly, all housing or work assignments, and recreation or other activities for USMS prisoners are permitted only within secure areas of the building or within the secure external recreational/exercise areas. All work assignments for unsentenced Federal prisoners must be voluntary.

The Local Government shall conduct initial and periodic background and reference checks of applicants, employees, contractors, and volunteers. All allegations of staff misconduct shall be investigated and reported to law enforcement as appropriate. Staff misconduct involving or affecting USMS prisoners shall be reported to the local district United States Marshal (USM), Chief, or their designee and to the USMS Prisoner Operations Division (POD) at (b)(7)(E) @usdoj.gov.

At all times, the Federal Government shall have access to the Facility and to the Federal prisoners, and to all records pertaining to this agreement, including financial records, for a retention period of three (3) years from the date of request by the Federal Government.

The Local Government shall maintain written policies and procedures that describe all facets of facility operations, maintenance, and administration. The Local Government shall maintain written contingency and emergency plans for situations including but not limited to riots, hunger strikes, disturbances, escapes, hostage situations, and mass prisoner relocation.

The Local Government shall maintain records of annual fire safety inspections. The Local Government shall maintain dangerous materials in accordance with government regulations.

The Local Government shall maintain an objective review, classification, and housing process. Federal prisoners shall be clearly identified as USMS prisoners in the classification system.

The Local Government shall ensure Federal prisoners under the age of 18 receive an age-appropriate diet, exercise, and education.

The Local Government shall ensure Federal prisoners under the age of 18 or charged as a juvenile shall be separated by sight and sound and out of regular contact with adult prisoners, except in emergency situations or approval from the court.

The Local Government shall keep the Facility clean and in good repair. Food service equipment shall meet established health and safety codes. The Local Government shall provide a minimum of three (3) meals per day that are varied and nutritionally adequate. The Local Government shall provide safe and clean space and items for proper prisoner hygiene.

The Local Government will provide clean and serviceable bedding and clothing. Clothing and shoes shall be properly sized and temperature and weather appropriate. The Local government shall provide appropriate attire upon release.

The Local Government shall properly inventory, store, and return prisoner property upon release.

The Local Government shall provide adequate accommodations for prisoners with disabilities once accepted by the Local Government.

The Local Government shall prohibit discrimination on the basis of disability, race, gender, sexual orientation, religion, and national origin in the provision of services, programs, and activities.

The Local Government shall provide prisoners with reasonable opportunities to participate in religious practices, exercise, and access to mail, telephones, personal legal materials and legal reference materials or confidential counsel.

The Local Government shall maintain a grievance program with at least one level of appeal. The grievance procedures shall be made available to prisoners.

(End of Provision)

4. Place of Performance (May 2021)

The principal place of performance for this agreement shall be:

[Fill-in full name and address of the facility]

(End of Provision)

5. Agreements Specialist (November 2021)

The Contracting Officer (KO) may designate in writing one or more government employees, by name and position title, to act for the KO under this agreement. Each designee shall be identified as an Agreements Specialist. Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee(s) shall not change the terms or conditions of the agreement, unless the Agreements Specialist is a warranted KO, and this authority is delegated in the designation.

The Agreements Specialist is:

Name: ***[Fill-in]***

Title: ***[Fill-in]***

Contact Information: ***[Fill-in]***

(End of Provision)

6. Termination (May 2021)

The agreement can be terminated by either party for any reason. The requesting party, requester, seeking to terminate this agreement may do so by providing a written notice

to the receiving party, requestee, at least thirty (30) calendar days in advance of the proposed termination date. An exception is made when an emergency situation requires the immediate relocation of Federal prisoners.

In order for the Local Government to initiate a termination of this agreement, the Local Government must:

- a. As noted in this section, paragraph one above, the Local Government shall provide the Federal Government via the KO or designee a written notification by email at least thirty (30) calendar days in advance of the potential termination date unless an emergency situation requires the immediate relocation of Federal prisoners.
- b. The Local Government shall provide adequate time, if applicable, for the Federal Government to transport and relocate Federal prisoners. Based on the number of Federal prisoners at the facility, a thirty (30) day notice may not be adequate to vacate the premises; thus, the Local Government shall agree to provide the Federal Government a reasonable time frame to exit the facility.
- c. The Local Government shall work with the Federal Government to locate alternative housing solutions for the Federal prisoners.
- d. The Local Government may not request rate or per-diem increases once the Local Government has provided a termination notice to the Federal Government and the Federal Government has acknowledged the receipt of before mentioned notice.

Where the Local Government has received a cooperative agreement through the POD's Cooperative Agreement Program, the cooperative agreement **[Fill-in, Agreement Number xxx]** termination and other applicable provisions shall:

- a. be incorporated into this agreement;
- b. survive after the expiration of the cooperative agreement, **[Fill-in, Agreement Number xxx]**; and
- c. supersede the termination provisions of this agreement.

(End of Provision)

7. Assignment and Outsourcing of Jail Operations (May 2021)

The overall management and operation of the Facility housing Federal prisoners shall not be contracted out without the prior written notification of the Federal Government.

(End of Provision)

8. Medical Services (May 2021)

The Local Government shall maintain written procedures that describe actions taken in the event of a prisoner's death, assault, or medical emergency to include notification to the USMS.

The Local Government shall provide a medical and mental health screening upon admission to the Facility. The Local Government shall inform prisoners how to access health services.

The Local Government shall notify the local USMS district office of any infectious disease outbreak.

The Local Government shall provide Federal prisoners with the same level and range of care **inside** the Facility as that provided to state and local prisoners. The Local Government is financially responsible for all medical care provided **inside** the Facility to Federal prisoners. This includes the cost of all medical, dental, and mental health care as well as the cost of medical supplies, over-the-counter medications and any prescription medications routinely stocked by the Facility. The Facility is encouraged to purchase non-OTC medications for USMS prisoners through the USMS' National Managed Care Contract (NMCC) Discount Pharmacy Program. When possible, generic medications should be prescribed. The cost of all of the above-referenced medical care is covered by the Federal per-diem rate. The Federal Government will pay for the cost of specialized medical services not routinely provided within the Facility, such as dialysis.

The Federal Government is financially responsible for all medical care provided **outside** the Facility to Federal prisoners. The Federal Government must be billed directly by outside medical care providers pursuant to arrangements made by the Local Government for outside medical care. The Local Government shall utilize outside medical care providers that are covered by the USMS' NMCC Preferred Provider Network to the maximum extent practicable. The Local Government can obtain information about NMCC covered providers from the local USMS District Office. The Federal Government will be billed directly by the medical care provider **not** the Local Government. To ensure that Medicare rates are properly applied, medical claims for Federal prisoners must be on Centers for Medicare and Medicaid Services (CMS) Forms so that they can be re-priced to Medicare rates in accordance with the provisions of [Title 18 U.S.C. Section 4006](#). The USMS will not reimburse the detention facility for medical payments made on behalf of USMS prisoners in the absence of a specific arrangement approved in writing by the USMS.

All **outside** medical care provided to Federal prisoners must be pre-approved by the Federal Government except in a medical emergency. In the event of an emergency, the Local Government shall proceed immediately with necessary medical treatment. The Local Government shall notify the Federal Government immediately regarding the nature of the Federal prisoner's illness or injury as well as the types of treatment provided.

The Facility shall have in place an adequate infectious disease control program which includes testing of all Federal prisoners for Tuberculosis (TB) in accordance with *National Commission on Correctional Health Care (NCCHC) Standards for Health Services in Jails*. TB testing shall occur with 14 days of intake (unless current TB tests results are available), be promptly documented in the Federal prisoner's medical record and the results forwarded to the local USMS District within thirty (30) days of intake. Special requests for expedited TB testing and clearance (to include time sensitive moves) shall be accomplished through advance coordination by the Federal Government and Local Government.

The Local Government shall immediately notify the Federal Government to include the local district office of any cases of suspected or active TB or any other highly communicable diseases such as but not limited to Coronavirus Disease (COVID), severe acute respiratory syndrome (SARS), Avian Flu, Methicillin-Resistant Staphylococcus Aureus (MRSA), Chicken Pox, etc., which might affect scheduled transports or productions.

When a federal prisoner is being transferred or released from the Facility, they will be provided with a minimum of seven (7) days of prescription medications and any medications already dispensed to the prisoner. Medical records and Form USM-553, *Prisoner in Transit Medical Summary* must travel with the Federal prisoner. If the records are maintained at a medical contractor's facility, it is the Local Government's responsibility to obtain them before a federal prisoner is transferred.

Federal prisoners may be charged a medical co-payment by the Local Government in accordance with the provisions of [Title 18 U.S.C. Section 4013\(d\)](#). The Federal Government is not responsible for medical co-payments and shall not be billed if the federal prisoner is indigent and cannot make the co-payment. Indigent Federal prisoners shall not be denied medical evaluation and treatment for failure to provide a co-payment.

(End of Provision)

9. Affordable Care Act (ACA) (May 2021)

Upon release of a Federal prisoner, the Local Government shall provide information regarding the Affordable Care Act (ACA). The ACA website is located at: <http://www.hhs.gov/healthcare/about-the-aca/index.html>.

(End of Provision)

10. Receiving and Discharging of Federal Prisoners (May 2021)

The Local Government agrees to accept Federal prisoners only upon presentation by a

(b)(7)(E)

The Local Government shall not relocate a Federal prisoner from one facility under its control to another facility not described in this agreement without permission of the Federal Government. Additional facilities within the same agreement shall be identified in a modification.

The Local Government agrees to release Federal prisoners only to LEOs of the authorized Federal Government agency initially committing the Federal prisoner (b)(7)(E)

(b)(7)(E) or to a Those Federal prisoners who are remanded to custody by the USMS may only be released to the USMS or an individual specified by the USMS in the Judicial District.

USMS Federal prisoners sought for a state or local court proceeding must be acquired through a Writ of Habeas Corpus or the Interstate Agreement on Detainers and then only with the concurrence of the jurisdictional United States Marshal (USM).

(End of Provision)

11. Prisoner Work Program (November 2021)

Federal prisoner labor shall be used in accordance with the Federal prisoner work plan developed by the Local Government and approved by the USMS. The Federal prisoner work plan must be voluntary, and may include work or program assignments for industrial, maintenance, custodial, service, or other jobs. Federal prisoners may not be required to work. Federal prisoners may volunteer to work within the secure confines of the facility if they sign a waiver of their right not to work. A Federal prisoner with suicidal tendencies, attempted escapes or escape history, violent history, gang affiliations or with retainers for pending charges with other local, state, or federal agencies will not be considered for the volunteer program. Federal prisoners are not permitted to act as trustees and may not work in positions that permit unsupervised contact with segregated prisoners or Federal prisoners of the opposite sex.

The Federal prisoners are restricted from operating equipment that may expose the Federal prisoners to grave bodily harm or any work assignment requiring security risk items and controlled tools which could be used to facilitate an escape or used as a weapon that could endanger staff, citizens, or other inmates. Federal prisoners will not have access to prisoner or employee records. The Local Government will ensure that prisoners who volunteer to work are prohibited Keep on Person medications while at the worksite.

Federal prisoners must obtain required medical clearances before working in the food service areas. The Federal prisoner work program shall not conflict with any other requirements of the agreement and must comply with all applicable laws and regulations. Federal prisoners shall not be used to perform the responsibilities or duties of an employee of the Local Government. Appropriate safety/protective clothing and equipment shall be

provided to Federal prisoner workers as appropriate. Federal prisoners shall not be assigned work that is considered hazardous or dangerous. This includes, but is not limited to, areas or assignments requiring great heights, extreme temperatures, use of toxic substances and unusual physical demands. Federal prisoner workers can be paid the identical rates of pay as other facility prisoners.

Federal prisoners shall be required to participate in normal housekeeping duties which help ensure the cleanliness of their housing area. Increases and reductions in privileges may be used as incentives to ensure that Federal prisoners keep their living areas clean.

(End of Provision)

12. Guard/Transportation Services to/from Medical Facility (May 2021)

When Medical Facility in block #14 on page one (1) of this agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide transportation and guard services for Federal prisoners housed at the Facility to and from a medical facility for outpatient care, and transportation and stationary guard services for Federal prisoners admitted to a medical facility.

These services shall be performed by (b)(7)(E) qualified LEOs or Correctional Officers (CO) according to the criteria specified by the County Entity running the facility. In all cases, these are part of a fulltime LEO or CO that have met the minimum training requirements.

The Local Government agrees to provide additional personnel if requested by the USMS to enhance specific requirements for security, prisoner monitoring, and contraband control. Federal prisoners are not permitted to use the telephone, internet or WIFI enabled devices, or to receive outside food, drinks, or deliveries (including flowers) without consent from the USMS. The Local Government shall restrain Federal prisoners by (b)(7)(E) (b)(7)(E) when medically possible. Pregnant or postpartum prisoners should not be restrained. Postpartum is the twelve-week period following childbirth, miscarriage, or abortion. See First Step Act provision for more information.

The reimbursable hourly rate, if agreed upon, will be shown in block #13 on page one (1) of this agreement.

Mileage shall be reimbursed in accordance with the current GSA mileage rate.

(End of Provision)

13. Guard/Transportation Services to/from U.S. Courthouse (May 2021)

When U.S. Courthouse in block #14 on page one (1) of this agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide transportation and guard services for Federal prisoners housed at its facility to and from the U.S. Courthouse. These services shall be performed by (b)(7)(E) and qualified LEOs or COs.

The Local Government agrees to provide additional personnel if requested by the USMS to enhance specific requirements for security, prisoner monitoring, and contraband control.

Upon arrival at the courthouse, the Local Government's transportation guard will turn Federal prisoners over to the USMS only upon (b)(7)(E) (b)(7)(E)

The Local Government will not transport Federal prisoners to any U.S. Courthouse without a specific request from the USMS who will provide the prisoner's name, the U.S. Courthouse, and the date the prisoner is to be transported.

Each prisoner will be fully restrained in (b)(7)(E) during transportation unless otherwise authorized by the USMS. Deviations from full restraints must be documented and reported monthly to the local district USM, Chief, or their designee and to the USMS POD at (b)(7)(E) @usdoj.gov.

The reimbursable hourly rate, if agreed upon, will be shown in block #13 on page one (1) of this agreement.

Mileage shall be reimbursed in accordance with the current GSA mileage rate.

(End of Provision)

14. Guard/Transportation Services to Justice Prisoner & Alien Transportation System (JPATS) or Other (May 2021)

When JPATS, Other or both in block #14 on page one (1) of this agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide transportation and escort guard services for Federal prisoners housed at its facility to and from the JPATS or other locations designated by the Federal Government.

These services shall be performed by (b)(7)(E) qualified LEOs or COs. The Local Government agrees to provide additional personnel if requested by the USMS to enhance specific requirements for security, prisoner monitoring, and contraband control.

The Local Government shall not transport Federal prisoners to the airlift or any other location without a specific request from the USMS who will provide the prisoner's name, location (district), and the date the prisoner is to be transported.

The Local Government shall turn Federal prisoners over to the USMS or an officer specified by the USMS only upon presentation of proper credentials.

Each prisoner will be fully restrained in (b)(7)(E) during transportation unless otherwise authorized by the USMS. Deviations from full restraints must be documented and reported monthly to the local district USM, Chief, or their designee and to the USMS POD at (b)(7)(E)@usdoj.gov.

The reimbursable hourly rate, if agreed upon, will be shown in block #13 on page one (1) of this agreement.

Mileage shall be reimbursed in accordance with the current GSA mileage rate.

(End of Provision)

15. Video Teleconference Hearings within the Facility (October 2021)

If available, the facility shall furnish, as applicable to this agreement, all things necessary for, or incident to, providing Video Teleconference (VTC) hearings within the facility. When VTC equipment is not available at the facility, the Federal Government, in coordination with the Courts, may assist with providing VTC equipment and ancillary items to the facility.

(End of Provision)

16. Optional Guard Services to Video Teleconference Hearings within Facility (May 2021)

When Video Conferencing (VTC) Hearings in block #14 on page one (1) of this agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide escort guard services for Federal prisoners housed at its facility to monitor, on a case-by-case basis, court hearings conducted via VTC within its facility per instruction of the Federal Judiciary.

The reimbursable hourly rate, if agreed upon, will be shown in block #13 on page one (1) of this agreement.

(End of Provision)

17. Special Notifications (May 2021)

The Local Government shall notify the Federal Government of any activity by a Federal prisoner, which would likely result in litigation or alleged criminal activity.

The Local Government shall immediately notify the Federal Government of an escape of a Federal prisoner. The Local Government shall use all reasonable means to apprehend the escaped Federal prisoner and all reasonable costs in connection therewith shall be borne by the Local Government. The Federal Government shall have primary responsibility and authority to direct the pursuit and capture of such escaped Federal prisoners. Additionally, the Local Government shall notify the Federal Government as soon as possible when a Federal prisoner is involved in an attempted escape or conspiracy to escape from the Facility.

In the event of a medical emergency, death, or assault on or by a Federal prisoner, the Local Government shall immediately notify the Federal Government.

(End of Provision)

18. Body Worn Camera Information Requests (November 2021)

If the Local Government adopts a Body Worn Camera (BWC) use policy that mandates use of BWC for transport or other activities covered under the IGA, the agency shall, upon request by USMS, provide USMS with the audio/video footage and any metadata captured by the BWC pertaining to USMS prisoner incidents. The audio/video footage and any metadata may be requested by the USMS Body Worn Camera Program and the USMS Office of General Counsel. The agency agrees that no BWC footage depicting a USMS prisoner will be released without advance written notification to the USMS.

(End of Provision)

19. Restrictive Housing and Suicide Prevention (May 2021)

For the purposes of this agreement, "restrictive housing" means any type of detention that involves all of the following elements:

- a. Removal from the general population, whether voluntary or involuntary;
- b. Placement in a locked room or cell, whether alone or with another prisoner; and
- c. Inability to leave the room or cell for the vast majority of the day, typically 22 hours or more.

For the purposes of this agreement, "vulnerable population" refers to prisoners who are more likely to be victimized in confinement settings, including but not limited to:

juveniles; young adults (age 18-24 at time of admission through conviction); prisoners with (b)(7)(E)

(b)(7)(E)

The Local Government shall have written policies, procedures, and practices requiring that all prisoners in restrictive housing are personally observed by a CO (b)(7)(E)

(b)(7)(E)

Prisoners who are violent or mentally ill or who demonstrate unusual or bizarre behavior shall receive (b)(7)(E) (b)(7)(E) observation; suicidal prisoners shall be under (b)(7)(E) observation.

The Local Government shall immediately notify the appropriate Chief Deputy U.S. Marshal (CDUSM), or designee, and POD at (b)(7)(E) @usdoj.gov when a member of a vulnerable population is placed in restrictive housing or their restrictive housing status changes.

The Local Government shall also provide reports to the USMS on a monthly basis listing all USMS prisoners who were detained in restrictive housing, and the reasons for their assignment to restrictive housing. When no USMS prisoners have been placed in restrictive housing during the reporting month, the Local Government shall notify USMS that there are no USMS prisoners to report. The report or a notification of no USMS prisoners in restrictive housing shall be submitted to the CDUSM or his or her designee and POD at (b)(7)(E) @usdoj.gov, no later than the tenth day of each month in a standard format established by the USMS.

The Local Government shall have a comprehensive suicide-prevention program in place incorporating all aspects of identification, assessment, evaluation, treatment, preventive intervention, and annual training of all medical, mental health, and correctional staff.

Additional prisoner suicide prevention resources can be found at: https://www.usmarshals.gov/prisoner/suicide_prevention.htm and <https://nicic.gov/>.

(End of Provision)

20. Prison Rape Elimination Act (PREA) (November 2021)

The Facility must post Prison Rape Elimination Act (PREA) brochure/bulletins in each housing unit of the Facility. The Facility must abide by all relevant PREA regulations at: (<https://www.prearesourcecenter.org/about/prison-rape-elimination-act-prea>).

All sexual harassment and sexual assaults of or by a USMS prisoner must be reported to the district CDUSM or designee and the POD at: (b)(7)(E) @usdoj.gov.

In accordance with PREA, the Facility must arrange for a PREA audit every three (3) years. The Facility must maintain PREA compliance or be actively working towards compliance.

Additional resources can be found at: <https://www.prearesourcecenter.org/>.

Templates for PREA posters and brochures can be found at:
<https://www.prearesourcecenter.org/library/search?keys=poster&cat=All>

(End of Provision)

21. PREA Prisoner Incident Reporting (November 2021)

PREA posters shall contain information on how to report a sexual assault by using one of the following methods:

- Speaking with a staff member;
- Writing a letter reporting the alleged sexual misconduct to the person in charge or the USMS. To ensure confidentiality, use special (Legal) mail procedures;
- Filing an Emergency Prisoner Grievance - If you decide your complaint is too sensitive to file with the Officer in Charge, you can file your Grievance directly with the CDUSM. You can get the forms from your housing unit officer, or a Facility supervisor;
- Writing to the Office of Inspector General (OIG), which investigates allegations of staff misconduct. The address is: Office of Inspector General, U.S. Department of Justice, 950 Pennsylvania Ave. Room 4706, Washington, DC. 20530; or
- Calling, **at no expense to the victim**, the OIG. The phone number is 1-800-869-4499.

All allegations of sexual abuse reported to Facility staff must be reported and will be investigated. Information concerning the identity of a prisoner victim reporting a sexual assault, and the facts of the report itself, shall be limited to those who have the need to know in order to make decisions concerning the prisoner-victim's welfare and for law enforcement investigative purposes.

(End of Provision)

22. Federal Acquisition Regulation (FAR) Agreement Provisions (May 2021)

This agreement incorporates the following agreement provisions by reference, with the same force and effect as if it was given in full text. Upon request, the full text will be made available. The full text of this provision may be accessed electronically at: <http://www.acquisition.gov>.

Agreement Provisions:

FAR 52.222-41 Service Contract Labor Standards. (Aug 2018)

FAR 52.222-42 Statement of Equivalent Rates for Federal Hires (May 2014)

FAR 52.222-43 Fair Labor Standards Act and the Service Contract Labor Standards – Price Adjustment (Multiyear and Option Contracts) (August 2018)

The current Local Government per-diem rates shall be the prevailing wages unless notified by the Federal Government.

If the Department of Labor Wage Determination in block #15 on page one (1) of this Agreement is checked, the Local Government agrees, in accordance with FAR 52.222.43 (f), that it must notify the Federal Government of any increase or decrease in applicable wages and fringe benefits claimed under this clause within thirty (30) days after receiving a new wage determination.

(End of Provision)

23. Guaranteed Minimum Bed Space (September 2021)

This IGA [*does or does not, the Specialist will select one*] contain a guaranteed minimum for bed space. The Local Government agrees to provide a minimum of [Fill-in] beds available to the USMS at any given time during the period from [*Fill-in, xx/xx/xxxx*] to [*Fill-in, xx/xx/xxxx*]. During this period USMS agrees to pay [Fill-in].

(End of Provision)

24. Economic Rate Adjustments (October 2021)

The Federal Government will use various price analysis techniques and procedures to ensure the rates established by this agreement is considered a fair and reasonable price. Examples of such techniques include, but are not limited to, the following:

- a. Comparison of the requested rate with the Independent Government Estimate for detention services, otherwise known as the Core Rate;
- b. Comparison with rates at other state or local facilities of similar size and economic conditions;
- c. Comparison of previously proposed prices and previous Federal Government and commercial contract prices with current proposed prices for the same or similar items; and
- d. Evaluation of the provided jail operating expense information.

The firm-fixed price per-diem rate for services is stipulated in block #11 on page one (1) of this agreement and shall not be subject to adjustment on the basis of [**Fill-in, insert county jail name**] actual cost experience in providing the service. The per-diem rate shall be fixed for a period from the effective date of this agreement forward for **thirty-six (36) consecutive months**. The per-diem rate covers the support of one Federal prisoner per "Federal prisoner day", which shall include the day of arrival, but not the day of departure.

The per-diem rate and the guard/transportation hourly rate will remain unchanged during the renewal period(s) unless the Local Government requests an economic rate adjustment. To request a per-diem economic rate adjustment, the Local Government will need to access USMS' Capture system via the Law Enforcement Enterprise Portal (LEEP) at <https://portal.cjis.gov/wps/myportal/LEEPNG>. The Local Government may contact the Agreements Specialist for more information.

An economic rate adjustment to either rate can be requested by the Local Government after **thirty-six (36) months of continuous performance**. Request for economic rate adjustments prior to the ending of the thirty-six (36) month period preceding the most recent rate adjustment shall only be considered if there are extreme circumstances that warrants a review of an out of cycle economic rate adjustment. Granting an out of cycle economic rate adjustment is not guaranteed.

To request an out of cycle per-diem economic rate adjustment, the Local Government will need to follow the same instructions as requesting an economic rate adjustment during the renewal period.

For the request to be considered, the Local Government must demonstrate that its costs have substantially increased during the current thirty-six (36) month period. The Local Government shall provide the Agreements Specialist documentation to include cost and pricing data to justify the facility's out of cycle economic rate adjustment request. The request and its supporting documentation are the sole responsibility of the Local Government to provide a complete request package to the Agreements Specialist. Incomplete or missing data may delay the request being processed or causing the request to be denied altogether.

Two (2) or more out of cycle economic rate adjustment requests within the same thirty-six (36) month period with an aggregate proposed increase of 25% or more are not permissible under this agreement.

(End of Provision)

25. Billing and Financial Provisions (May 2021)

The Local Government shall prepare and submit for certification and payment, original and separate invoices each month to each Federal Government component responsible for Federal prisoners housed at the Facility.

Address(es) for the component(s) is/are:

United States Marshals Service
District: **[Fill-in]**
Address: **[Fill-in]**
Contact Information: **[Fill-in]**

To constitute a proper monthly invoice, the name and address of the Facility, the name of each Federal prisoner, their specific dates of confinement, the total days to be paid, the appropriate per diem rate as approved in the agreement, and the total amount billed (total days multiplied by the per-diem rate per day) shall be listed, along with the name, title, complete address, and telephone number of the Local Government official responsible for invoice preparation. Additional services provided, such as transportation and guard services, shall be listed separately and itemized.

Nothing contained herein shall be construed to obligate the Federal Government to any expenditure or obligation of funds in excess of, or in advance of, appropriations in accordance with the [31 U.S.C Section 1341](#) – Limitations on expending and obligating amounts.

(End of Provision)

26. Payment Procedures (May 2021)

The Federal Government will make payments to the Local Government at the address listed in block #6 on page one (1) of this agreement. The payments will be made promptly after the district office has received and certified the invoice is correct.

(End of Provision)

27. Hold Harmless (May 2021)

It is understood and agreed that the Local Government shall fully defend, indemnify, and hold harmless the United States of America, its officers, employees, agents, and servants, individually and officially, for any and all liability caused by any act of any member of the Local Government or anyone else arising out of the use, operation, or handling of any property (to include any vehicle, equipment, and supplies) furnished to the Local

Government in which legal ownership is retained by the United States of America, and to pay all claims, damages, judgments, legal costs, adjuster fees, and attorney fees related thereto. The Local Government will be solely responsible for all maintenance, storage, and other expenses related to the care and responsibility for all property furnished to the Local Government.

(End of Provision)

28. Disputes (May 2021)

Disputes, questions, or concerns pertaining to this Agreement will be resolved between appropriate officials of each party. Both the parties agree that they will use their best efforts to resolve the dispute in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the parties.

(End of Provision)

29. Review of Services (November 2021)

Review standards for prisoners may differ among authorized agency users. The Local Government agrees to allow periodic unannounced reviews by Federal Government , to include approved Federal contractors, in accordance with the standards required by any or all of the Federal authorized agency users whose prisoners may be housed pursuant to this Agreement. A summary of inspection findings will be shared with the facility administrator in order to promote improvements to facility operations, conditions of confinement, and levels of services. If the Federal Government identifies significant finding(s) during the review, the Local Government will provide the Federal Government with a corrective action plan to address the issue(s).

(End of Provision)

30. IGA Amendments (May 2021)

For all amendments except for full or partial terminations, either party may initiate a request for amendment to this agreement in writing. All amendments negotiated will be effective only upon written approval of both parties.

(End of Provision)

31. Litigation (May 2021)

The Federal Government shall be notified, in writing, of all litigation pertaining to this agreement and provided copies of any pleadings filed or said litigation within five (5) business days of the filing.

The Local Government shall cooperate with the Federal Government legal staff and the United States Attorney regarding any requests pertaining to Federal Government or Local Government litigation.

(End of Provision)

32. The First Step Act (May 2021)

This agreement refers the Local Government facility operations and administrations to the following sections of the First Step Act:

- a. Section 613 of [Public Law 115-391 the FIRST STEP Act of 2018](#) and [18 USC 5043](#) with respect to any USMS juveniles in custody.
- b. Section 301 of [Public Law 115-391 the FIRST STEP Act of 2018](#) and that pursuant to USMS policy that these requirements have been adopted for all pregnant and postpartum USMS prisoners, regardless of case status. The postpartum period is twelve weeks after childbirth, miscarriage, or abortion.

(End of Provision)

33. Ensuring Access to Voter Registration for Eligible Individuals in Federal Custody (February 2022)

The facility, to the extent practicable and appropriate, will provide federal prisoners educational materials related to voter registration and voting and, upon request by the federal prisoner, facilitate voting by mail by prisoners who are eligible to vote under the laws of the applicable jurisdiction. The facility will work with state and local election officials and, in appropriate circumstances, may also work with other reliable sources of voter information to assist federal prisoners with voter registration, voting by mail, and notification of upcoming elections. This clause does not endorse or advocate in support of or in opposition to any candidate or political party.

(End of Provision)

(End of Agreement)



U.S. Department of Justice

United States Marshals Service

Prisoner Operations Division

Washington, DC 20530-0001

December 27, 2021

MEMORANDUM TO: United States Marshals
Chief Deputy United States Marshals
Assistant Chief Deputy United States Marshals
Supervisory Deputy United States Marshals

FROM: John P. Sheehan
Assistant Director



SUBJECT: Executive Order on Ensuring Access to Voter Registration for
Eligible Individuals in Federal Custody

On March 7, 2021, President Biden endorsed Executive Order 14019, *Promoting Access to Voting*. The intent of the Executive Order is to ensure federal agencies are leveraging their power, directing their programming, and adopting positions to promote and support civic engagement. The Executive Order specifically directs federal agencies to establish procedures, consistent with applicable law, to facilitate “the right to vote for eligible individuals.”

As part of the Executive Order, the United States Marshals Service (USMS) was directed to include language in intergovernmental agreements (IGA) and contracts that requires jails, consistent with applicable law, to provide voting-related educational materials, voter registration forms, and assistance with voting by mail. To comply with Executive Order, the USMS is implementing the following measures:

- All IGAs, and the remaining private detention contracts, will be modified to include provisions requiring the detention facilities to provide federal prisoners housed in their facilities with voting information and access to voting to the extent practical. The following language will be included in all future agreements and incorporated, by modification, into existing agreements and contracts:

The facility, to the extent practicable and appropriate, will provide federal prisoners educational materials related to voter registration and voting and, upon request by the federal prisoner, facilitate voting by mail. The facility will work with state and local election officials and any other individuals or organizations recognized as reliable sources of voter information to assist federal prisoners with voter registration, voting by mail, and notification of upcoming elections. This clause does not endorse or advocate in support of or in opposition to any candidate or political party.

Subject: Executive Order on Ensuring Access to Voter Registration for Eligible Individuals in Federal Custody

- Beginning with the fiscal year 2022 cycle, annual Detention Facility Reviews will include provisions requiring an assessment of the extent to which the detention facilities provide federal prisoners with access to voting-related educational materials, voter registration forms, and absentee/mail-in ballots.

- (b)(7)(E) has added an informed voting rights form and question to the prisoner intake process. The bilingual voting rights form, in English and Spanish, is to be reviewed at the conclusion of the intake, on the “Sign Documents” screen, by the prisoner and reads as follows:

At any time while in federal custody with the United States Marshals Service (USMS), you have the right to request information and materials on registering to vote, and how to vote while in custody. Staff from the jail should help you with getting voting materials and voting by mail when you request help with this process in a timely manner. Your right to request information, materials, and assistance does not entitle you to vote in a particular jurisdiction. Your lawful right to vote is subject to applicable laws of that jurisdiction. The USMS does not support or oppose any candidate or political party, and jail staff cannot pressure you to vote for or against any candidate or political party and cannot prevent or stop your lawful right to vote.

The voting rights form can be printed and provided to the prisoner upon request or per local procedures. The intake officer will be required to acknowledge in (b)(7)(E) that they have provided the “Access to Voting” notification to the prisoner. The question must be answered to advance with the completion of the intake. The “Yes/No” response will be reportable to ensure the data is accessible as part of the inspection and quality assurance process to ensure compliance with the Executive Order. It is important for the prisoner to understand that the notification does not convey any legal right to vote in a particular jurisdiction. Instead, the notification merely advises the prisoner they have the right to request voting-related information and assistance from the detention facility pursuant to their legal eligibility and applicable state laws.

- The Prisoner Operations Division (POD) coordinated with the Management Support Division (MSD) to produce voting posters (USMS Publication 946) in English and Spanish, that include the language contained in (b)(7)(E) as part of the prisoner intake process. These posters are available to order using this [link](#) and selecting the “New Item” option. The initial order will be based on requests received in the immediate 2 weeks following the date of this memorandum. After the 2-week period, MSD will provide the vendor with this order list and the vendor will ship the posters directly to the districts ordering address. After this initial order is placed, districts may order additional posters in the future through the Forms Intranet site.
- The USMS will not be distributing any voting materials to prisoners or facilities.

Subject: Executive Order on Ensuring Access to Voter Registration for Eligible Individuals in Federal Custody

- For pretrial prisoners housed in Federal Bureau of Prisons (BOP) facilities, the BOP will provide them with an Admissions and Orientation (A&O) Handbook that contains information pertaining to voting. The A&O Handbook advises prisoners on 1) which states afford voting rights to incarcerated offenders, 2) treatment of election related mail, 3) state-by-state information regarding restoration of the voting rights, and 4) a notice to pretrial inmates that their voting rights status does not change unless and until conviction.

The provisions of the Executive Order will go into effect on Wednesday, January 5, 2022. At this time, all newly awarded IGAs will include the “Access to Voting” provisions; modifications to existing agreements will commence; and USMS staff will be required to begin making the “Access to Voting” notifications to prisoners.

Because the USMS has agreements in place to house prisoners in more than 2,000 State or local detention facilities, executing the agreement modifications may take several months; meanwhile, new prisoners will begin receiving the notification immediately as part of the intake process. Accordingly, as part of your, or your staff’s routine engagements with the detention facilities housing your prisoners, we ask that you communicate the provisions of the Executive Order and inform them of the impending change to the IGAs. We anticipate that the modifications will be executed well in advance of Election Day 2022.

If there are any questions or concerns regarding this process, please contact Deputy Assistant Director (b) (6); (b) (7) (C) POD, at (b) (6); (b) (7) (C) [@usdoj.gov](mailto: @usdoj.gov).



English:

At any time while in federal custody with the United States Marshals Service (USMS), you have the right to request information and materials on registering to vote, and how to vote while in custody. Staff from the jail should help you with getting voting materials and voting by mail when you request help with this process in a timely manner. Your right to request information, materials, and assistance does not entitle you to vote in a particular jurisdiction. Your lawful right to vote is subject to applicable laws of that jurisdiction. The USMS does not support or oppose any candidate or political party, and jail staff cannot pressure you to vote for or against any candidate or political party, and cannot prevent or stop your lawful right to vote.

Spanish:

Mientras usted esté bajo la custodia de los United States Marshals Service (USMS), usted tiene el derecho de solicitar información y materiales sobre cómo registrarse para votar y como votar mientras esta bajo custodia. El personal de la cárcel lo ayudará a obtener los materiales necesarios para votar por correo si usted lo requiere y solicita la ayuda con este proceso de manera oportuna. Su derecho a solicitar información, materiales y asistencia no le da el derecho a votar en una jurisdicción en particular. Su derecho legal a votar está sujeto a las leyes que aplican en esa jurisdicción. Los USMS no apoyan o están en contra de ningún candidato o partido político y el personal de la cárcel no tiene derecho de presionarlo a que vote a favor o en contra de ningún candidato o partido político, ni debe impedir su derecho legal de votar.

**U. S. Department of Justice
United States Marshals Service**

Modification of Intergovernmental Agreement

1. Agreement No. 30-00-0035	2. Effective Date February 1, 2022	3. Facility Code(s) [REDACTED]	4. Modification No. 1	5. DUNS No. N/A
6. Issuing Federal Agency United States Marshals Service Prisoner Operations Division Intergovernmental Agreements Branch [REDACTED] Washington, DC 20530-0001		7. Local Government POTTAWATTAMIE COUNTY JAIL 1400 BIG LAKE RD COUNCIL BLUFFS, IA 51501		
8. Appropriation Data [REDACTED]	9. Per-Diem Rate N/A	10. Guard/Transportation Hourly Rate N/A		
11. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT REFERRED TO IN BLOCK 1, REMAIN UNCHANGED. TERMS OF THIS MODIFICATION: The purpose of this modification is to add the following revisions to the current IGA: <ol style="list-style-type: none"> Replacing "Purpose of Agreement and Security Provided" section with Addendum #1 (see attached) Adding new language to "Medical Services" section pertaining to Covid-19 and other infectious diseases (see Addendum #2 attached) Adding "Pregnant or Post-Partum Prisoners" language to all Guard Services' sections (see Addendum #3 attached) Adding new "Video Teleconferencing" section (see Addendum #4 attached) Adding new "Voter Registration" section (see Addendum #5 attached) Adding new "Body Camera Information Requests" section (see Addendum #6 attached) Adding new language to "Restrictive Housing and Suicide Prevention" (see Addendum #7) <p style="text-align: center;">NO OTHER TERMS OR CONDITIONS ARE AFFECTED BY THIS CHANGE</p>				
12. INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION OF THIS MODIFICATION:				
A. <input type="checkbox"/> LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT		B. <input checked="" type="checkbox"/> LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ALL COPIES TO U. S. MARSHAL.		
13. APPROVALS				
A. LOCAL GOVERNMENT [REDACTED] _____ Signature Captain TITLE 3-18-22 DATE		B. FEDERAL GOVERNMENT [REDACTED] _____ Digitally signed by [REDACTED] Date: 2022.03.24 15:05:59 -04'00' Signature Assistant Chief, Procurement TITLE DATE		

Agreement Number:
30-00-0035

Page 2 of 5

Addendum #1:

• **Administration**

1. Federal prisoners shall be housed in a manner consistent with the Federal Performance Based Detention Standards (FPBDS) subset utilized by the USMS Detention Facility Review Program. These standards are set forth in Form (b)(7)(E) (provided as an attachment to this modification). Facilities shall follow the current standards summarized in Form (b)(7)(E) and any other standards required by an authorized agency whose prisoners are housed by the Local Government pursuant to this agreement.
2. The FPBDS can be found at: <http://www.usmarshals.gov/prisoner/detention-standards.htm>
3. In the event that there is a conflict between standards, the FPBDS shall prevail. **POTTAWATTAMIE COUNTY JAIL** shall comply with Congressional mandates, federal laws, Executive Orders and all existing **POTTAWATTAMIE COUNTY JAIL** policies. **POTTAWATTAMIE COUNTY JAIL** shall provide a means for verification of any state inspections, accreditation, and, if applicable, any alternative correctional facility accreditations such as an accreditation from the American Correctional Association accreditation.
4. All work assignments for unsentenced Federal prisoners must be voluntary.
5. The Local Government shall conduct initial and periodic background and reference checks of applicants, employees, contractors, and volunteers. All allegations of staff misconduct shall be investigated and reported to law enforcement as appropriate. Staff misconduct involving or affecting USMS prisoners shall be reported to the local district United States Marshal (USM), Chief, or their designee and to the USMS Prisoner Operations Division (POD) at (b)(7)(E) [@usdoj.gov](mailto: @usdoj.gov).
6. The Local Government shall maintain written policies and procedures that describe all facets of facility operations, maintenance, and administration. The Local Government shall maintain written contingency and emergency plans for situations including but not limited to riots, hunger strikes, disturbances, escapes, hostage situations, and mass prisoner relocation.
7. The Local Government shall maintain records of annual fire safety inspections. The Local Government shall maintain dangerous materials in accordance with government regulations.
8. The Local Government shall maintain an objective review, classification, and housing process. Federal prisoners shall be clearly identified as USMS prisoners in the classification system.
9. The Local Government shall ensure Federal prisoners under the age of 18 receive an age-appropriate diet, exercise, and education.
10. The Local Government shall ensure Federal prisoners under the age of 18 or charged as a juvenile shall be separated by sight and sound and out of regular contact with adult prisoners, except in emergency situations or approval from the court.
11. The Local Government shall keep the Facility clean and in good repair. Food service equipment shall meet established health and safety codes. The Local Government shall provide a minimum of three (3) meals per day that are varied and nutritionally adequate. The Local Government shall provide safe and clean space and items for proper prisoner hygiene.
12. The Local Government will provide clean and serviceable bedding and clothing. Clothing and shoes shall be properly sized and temperature and weather appropriate. The Local government shall provide appropriate attire upon release.
13. The Local Government shall properly inventory, store, and return prisoner property upon release.
14. The Local Government shall provide adequate accommodations for prisoners with disabilities once accepted by the Local Government.
15. The Local Government shall prohibit discrimination on the basis of disability, race, gender, sexual orientation, religion, and national origin in the provision of services, programs, and activities.

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16. The Local Government shall provide prisoners with reasonable opportunities to participate in religious practices, exercise, and access to mail, telephones, personal legal materials and legal reference materials or confidential counsel.
17. The Local Government shall maintain a grievance program with at least one level of appeal. The grievance procedures shall be made available to prisoners

Addendum #2

• **Medical Services**

1. The Local Government shall maintain written procedures that describe actions taken in the event of a prisoner's death, assault, or medical emergency to include notification to the USMS.
2. The Local Government shall provide a medical and mental health screening upon admission to the Facility. The Local Government shall inform prisoners how to access health services.
3. *The Local Government shall notify the local USMS district office of any infectious disease outbreak*
4. The Facility is encouraged to purchase non-OTC medications for USMS prisoners through the USMS' National Managed Care Contract (NMCC) Discount Pharmacy Program.
5. The USMS will not reimburse the detention facility for medical payments made on behalf of USMS prisoners in the absence of a specific arrangement approved in writing by the USMS.
6. The Facility shall have in place an adequate infectious disease control program which includes testing of all Federal prisoners for Tuberculosis (TB) in accordance with *National Commission on Correctional Health Care (NCCHC) Standards for Health Services in Jails*. TB testing shall occur within 14 days of intake (unless current TB tests results are available), be promptly documented in the Federal prisoner's medical record and the results forwarded to the local USMS District within thirty (30) days of intake. Special requests for expedited TB testing and clearance (to include time sensitive moves) shall be accomplished through advance coordination by the Federal Government and Local Government.
7. The Local Government shall immediately notify the Federal Government to include the local district office of any cases of suspected or active TB or any other highly communicable diseases such as but not limited to Coronavirus Disease (COVID), severe acute respiratory syndrome (SARS), Avian Flu, Methicillin-Resistant Staphylococcus Aureus (MRSA), Chicken Pox, etc., which might affect scheduled transports or productions.
8. Indigent Federal prisoners shall not be denied medical evaluation and treatment for failure to provide a co-payment

Addendum #3

• **Optional Guard/Transportation Services to/from Medical Facility**

1. The Local Government agrees to provide additional personnel if requested by the USMS to enhance specific requirements for security, prisoner monitoring, and contraband control. Federal prisoners are not permitted to use the telephone, internet or WIFI enabled devices, or to receive outside food, drinks, or deliveries (including flowers) without consent from the USMS.

(b)(7)(E)

Postpartum is the twelve-week period following childbirth, miscarriage, or abortion. See First Step Act provision for more information.

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- **Optional Guard/Transportation Services to/from U.S. Courthouse**

1. [REDACTED] (b)(7)(E) [REDACTED] Postpartum is the twelve-week period following childbirth, miscarriage, or abortion. See First Step Act provision for more information. Deviations from full restraints must be documented and reported monthly to the local district USM, Chief, or their designee and to the USMS POD at [REDACTED] (b)(7)(E) [REDACTED]@usdoj.gov.

- **Optional Guard/Transportation Services to Justice Prisoner & Alien Transportation System (JPATS)**

1. [REDACTED] (b)(7)(E) [REDACTED] Postpartum is the twelve-week period following childbirth, miscarriage, or abortion. See First Step Act provision for more information. Deviations from full restraints must be documented and reported monthly to the local district USM, Chief, or their designee and to the USMS POD at [REDACTED] (b)(7)(E) [REDACTED]@usdoj.gov.

- **Optional Guard Services to Video Teleconference Hearings within Facility**

1. [REDACTED] (b)(7)(E) [REDACTED] Postpartum is the twelve-week period following childbirth, miscarriage, or abortion. See First Step Act provision for more information. Deviations from full restraints must be documented and reported monthly to the local district USM, Chief, or their designee and to the USMS POD at [REDACTED] (b)(7)(E) [REDACTED]@usdoj.gov.

Addendum #4

- **Video Teleconference Hearings within the Facility**

1. If available, the facility shall furnish, as applicable to this agreement, all things necessary for, or incident to, providing Video Teleconference (VTC) hearings within the facility. When VTC equipment is not available at the facility, the Federal Government, in coordination with the Courts, may assist with providing VTC equipment and ancillary items to the facility.

Addendum #5

- **Ensuring Access to Voter Registration for Eligible Individuals in Federal Custody**

1. The facility, to the extent practicable and appropriate, will provide federal prisoners educational materials related to voter registration and voting and, upon request by the federal prisoner, facilitate voting by mail by prisoners who are eligible to vote under the laws of the applicable jurisdiction. The facility will work with state and local election officials and, in appropriate circumstances, may also work with other reliable sources of voter information to assist federal prisoners with voter registration, voting by mail, and notification of upcoming elections. This clause does not endorse or advocate in support of or in opposition to any candidate or political party.

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Addendum #6

• **Body Worn Camera Information Requests**

1. If the Local Government adopts a Body Worn Camera (BWC) use policy that mandates use of BWC for transport or other activities covered under the IGA, the agency shall, upon request by USMS, provide USMS with the audio/video footage and any metadata captured by the BWC pertaining to USMS prisoner incidents. The audio/video footage and any metadata may be requested by the USMS Body Worn Camera Program and the USMS Office of General Counsel. The agency agrees that no BWC footage depicting a USMS prisoner will be released without advance written notification to the USMS.

Addendum #7

• **Restrictive Housing and Suicide Prevention**

1. For the purposes of this agreement, "vulnerable population" refers to prisoners who are more likely to be victimized in confinement settings, including but not limited to:

[REDACTED]

(b)(7)(E)

NO OTHER TERMS OR CONDITIONS ARE AFFECTED BY THIS
MODIFICATION

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE 15M40018DA3500001	PAGE OF PAGES 1 9
2. AMENDMENT/MODIFICATION NUMBER P00020	3. EFFECTIVE DATE See Block 16c	4. REQUISITION/PURCHASE REQUISITION NUMBER M-18-D98-R-000041	5. PROJECT NUMBER (If applicable)
6. ISSUED BY Prisoner Operations Division POD, (b)(6), (b)(7)(C) USMS Landover Operations Center 3601 Pennsy Drive Landover, MD 20785	CODE 15M400	7. ADMINISTERED BY (If other than Item 6) CODE	

8. NAME AND ADDRESS OF CONTRACTOR (Number, street, country, state and ZIP Code) GEO GROUP, INC., THE Doing Business As: GEO 4955 TECHNOLOGY WAY BOCA RATON, FL 33431-3367 DUNS: 612706465	(X)	9A. AMENDMENT OF SOLICITATION NUMBER
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NUMBER 15M40018DA3500001
	X	10B. DATED (SEE ITEM 13) 11/14/2017
CODE (b)(7)(E)	FACILITY CODE (b)(7)(E)	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
(b)(7)(E)

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
X	FAR 52.243-1 Changes
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 Contract Number 15M40018DA3500001 is hereby modified to:
 Replace C.11 titled Ensuring Access to Voter Registration language from Modification P00019 to read: The facility, to the extent practicable and appropriate, will provide federal prisoners educational materials related to voter registration and voting and, upon request by the federal prisoner, facilitate voting by mail by prisoners who are eligible to vote under the laws of the applicable jurisdiction. The facility will work with state and local election officials and, in appropriate circumstances, may also work with other reliable sources of voter information to assist federal prisoners with voter registration, voting by mail, and notification of upcoming elections. This clause does not endorse or advocate in support of or in opposition to any candidate or political party.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6), (b)(7)(C) Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UN (b)(6), (b)(7)(C), (b)(7)(F) By (Signature of Contracting Officer)	16C. DATE SIGNED 02/09/2022

Previous edition unusable

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Section B - Supplies or Services and Prices/Costs

Responses to questions from Technical Evaluation Board and documentation received for clarification on September 15, 2017 by contractor shall be incorporated by reference.
 Minimum guarantee will be considered the monthly fixed price each contract period.

Firm Fixed Price

SCHEDULE OF SUPPLIES/SERVICES

CONTINUATION SHEET

ITEM NO.	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Housing Detention Services - Capacity 725 Fixed Monthly Payment ADP 450 = \$3,531,345.00 Incremental of (b)(4) Period of Performance 10/1/2018 - 9/30/2019 Fixed Monthly Payment ADP 450 = \$3,641,802.44 Incremental of (b)(4) Transportation services within a 300 mile radius of the facility and within the State of California are included. PSC: R499 Line Period of Performance: 11/14/2017 - 09/30/2019 Base Period	Previous : 1 Change: 0 Current : 1		Previous: \$0.0000 Change: \$0.0000 Current: \$0.0000	Previous: \$0.00 Change: \$0.00 Current: \$0.00
0002	Housing Detention Services - Capacity 725 Fixed Monthly Payment ADP 450 = \$3,982,582.25 Incremental of (b)(4) Transportation services within a 300 mile radius of the facility and within the State of California are included. PSC: R499 Line Period of Performance: 10/01/2019 - 09/30/2020 Exercised Option	Previous : 0 Change: 0 Current : 0		Previous: \$0.0000 Change: \$0.0000 Current: \$0.0000	Previous: \$0.00 Change: \$0.00 Current: \$0.00
0003	Correctional Officer - Transportation Services (b)(4) Transportation outside the 300 mile radius shall be billed on a cost reimbursement basis for hours and mileage at the GSA POV Mileage Rate in Effect at the Time Services are Provided PSC: R499 Line Period of Performance: 10/01/2019 - 09/30/2020 Exercised Option	Previous : 0 Change: 0 Current : 0		Previous: \$0.0000 Change: \$0.0000 Current: \$0.0000	Previous: \$0.00 Change: \$0.00 Current: \$0.00
ITEM NO.	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE	AMOUNT

0004	Housing Detention Services - Capacity 725 Fixed Monthly Payment ADP 450 = \$4,007,297.15 Incremental of (b)(4) Transportation services within a 300 mile radius of the facility and within the State of California are included. PSC: R499 Line Period of Performance: 10/01/2020 - 09/30/2021 Exercised Option	Previous : 0 Change: 0 Current : 0		Previous: \$0.0000 Change: \$0.0000 Current: \$0.0000	Previous: \$0.00 Change: \$0.00 Current: \$0.00
ITEM NO.	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Correctional Officer - Transportation Services (b)(4) Transportation outside the 300 mile radius shall be billed on a cost reimbursement basis for hours and mileage at the GSA POV Mileage Rate in Effect at the Time Services are Provided PSC: R499 Line Period of Performance: 10/01/2020 - 09/30/2021 Exercised Option	Previous : 0 Change: 0 Current : 0		Previous: \$0.0000 Change: \$0.0000 Current: \$0.0000	Previous: \$0.00 Change: \$0.00 Current: \$0.00
ITEM NO.	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001	Correctional Officer - Transportation Services 10/1/2017 - 9/30/2018 (b)(4) 10/1/2018 - 9/30/2019 (b)(4) Transportation outside the 300 mile radius shall be billed on a cost reimbursement basis for hours and mileage at the GSA POV Mileage Rate in Effect at the Time Services are Provided PSC: R499 Line Period of Performance: 11/14/2017 - 09/30/2019 Base Period	Previous : 1 Change: 0 Current : 1		Previous: \$0.0000 Change: \$0.0000 Current: \$0.0000	Previous: \$0.00 Change: \$0.00 Current: \$0.00
ITEM NO.	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002	Housing Detention Services - Capacity 725 Fixed Monthly Payment ADP 450 = \$4,018,786.25 Incremental of (b)(4) Transportation services within a 300 mile radius of the facility and within the State of California are included. PSC: R499 Line Period of Performance: 10/01/2021 - 09/30/2022 Unexercised Option	Previous : 0 Change: 0 Current : 0		Previous: \$0.0000 Change: \$0.0000 Current: \$0.0000	Previous: \$0.00 Change: \$0.00 Current: \$0.00
ITEM NO.	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE	AMOUNT

1003	<p>Correctional Officer - Transportation Services (b)(4)</p> <p>Transportation outside the 300 mile radius shall be billed on a cost reimbursement basis for hours and mileage at the GSA POV Mileage Rate in Effect at the Time Services are Provided</p> <p>PSC: R499</p> <p>Line Period of Performance: 10/01/2021 - 09/30/2022</p> <p>Unexercised Option</p>	<p>Previous : 0</p> <p>Change: 0</p> <p>Current : 0</p>		<p>Previous: \$0.0000</p> <p>Change: \$0.0000</p> <p>Current: \$0.0000</p>	<p>Previous: \$0.00</p> <p>Change: \$0.00</p> <p>Current: \$0.00</p>
ITEM NO.	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004	<p>Housing Detention Services - Capacity 725 Fixed Monthly Payment ADP 450 = \$4,018,786.25 Incremental of (b)(4)</p> <p>Transportation services within a 300 mile radius of the facility and within the State of California are included.</p> <p>PSC: R499</p> <p>Line Period of Performance: 10/01/2022 - 09/30/2023</p> <p>Unexercised Option</p>	<p>Previous : 0</p> <p>Change: 0</p> <p>Current : 0</p>		<p>Previous: \$0.0000</p> <p>Change: \$0.0000</p> <p>Current: \$0.0000</p>	<p>Previous: \$0.00</p> <p>Change: \$0.00</p> <p>Current: \$0.00</p>
ITEM NO.	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005	<p>Correctional Officer - Transportation Services (b)(4)</p> <p>Transportation outside the 300 mile radius shall be billed on a cost reimbursement basis for hours and mileage at the GSA POV Mileage Rate in Effect at the Time Services are Provided</p> <p>PSC: R499</p> <p>Line Period of Performance: 10/01/2022 - 09/30/2023</p> <p>Base Period</p>	<p>Previous : 0</p> <p>Change: 0</p> <p>Current : 0</p>		<p>Previous: \$0.0000</p> <p>Change: \$0.0000</p> <p>Current: \$0.0000</p>	<p>Previous: \$0.00</p> <p>Change: \$0.00</p> <p>Current: \$0.00</p>
ITEM NO.	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001	<p>Housing Detention Services - Capacity 725 Fixed Monthly Payment ADP 450 = \$4,056,454.25 Incremental of (b)(4)</p> <p>Transportation services within a 300 mile radius of the facility and within the State of California are included.</p> <p>PSC: M1FF</p> <p>Line Period of Performance: 10/01/2023 - 09/30/2024</p> <p>Unexercised Option</p>	<p>Previous : 1</p> <p>Change: 0</p> <p>Current : 1</p>		<p>Previous: \$0.0000</p> <p>Change: \$0.0000</p> <p>Current: \$0.0000</p>	<p>Previous: \$0.00</p> <p>Change: \$0.00</p> <p>Current: \$0.00</p>
ITEM NO.	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE	AMOUNT

2002	Correctional Officer - Transportation Services (b)(4) Transportation outside the 300 mile radius shall be billed on a cost reimbursement basis for hours and mileage at the GSA POV Mileage Rate in Effect at the Time Services are Provided PSC: R499 Line Period of Performance: 10/01/2023 - 09/30/2024 Unexercised Option	Previous : 1 Change: 0 Current : 1		Previous: \$0.0000 Change: \$0.0000 Current: \$0.0000	Previous: \$0.00 Change: \$0.00 Current: \$0.00
ITEM NO.	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003	Housing Detention Services - Capacity 725 Fixed Monthly Payment ADP 450 = \$4,056,454.25 Incremental of (b)(4) Transportation services within a 300 mile radius of the facility and within the State of California are included. PSC: M1FF Line Period of Performance: 10/01/2024 - 09/30/2025 Unexercised Option	Previous : 1 Change: 0 Current : 1		Previous: \$0.0000 Change: \$0.0000 Current: \$0.0000	Previous: \$0.00 Change: \$0.00 Current: \$0.00
ITEM NO.	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004	Correctional Officer - Transportation Services (b)(4) Transportation outside the 300 mile radius shall be billed on a cost reimbursement basis for hours and mileage at the GSA POV Mileage Rate in Effect at the Time Services are Provided PSC: R499 Line Period of Performance: 10/01/2024 - 09/30/2025 Unexercised Option	Previous : 1 Change: 0 Current : 1		Previous: \$0.0000 Change: \$0.0000 Current: \$0.0000	Previous: \$0.00 Change: \$0.00 Current: \$0.00
ITEM NO.	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001	Housing Detention Services - Capacity 725 Fixed Monthly Payment ADP 450 = \$4,095,643.25 Incremental of (b)(4) Transportation services within a 300 mile radius of the facility and within the State of California are included. PSC: M1FF Line Period of Performance: 10/01/2025 - 09/30/2026 Unexercised Option	Previous : 1 Change: 0 Current : 1		Previous: \$0.0000 Change: \$0.0000 Current: \$0.0000	Previous: \$0.00 Change: \$0.00 Current: \$0.00
ITEM NO.	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE	AMOUNT

3002	Correctional Officer - Transportation Services (b)(4) Transportation outside the 300 mile radius shall be billed on a cost reimbursement basis for hours and mileage at the GSA POV Mileage Rate in Effect at the Time Services are Provided PSC: R499 Line Period of Performance: 10/01/2025 - 09/30/2026 Unexercised Option	Previous : 1 Change: 0 Current : 1	Previous: \$0.0000 Change: \$0.0000 Current: \$0.0000	Previous: \$0.00 Change: \$0.00 Current: \$0.00
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ITEM NO.	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
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3003	Housing Detention Services - Capacity 725 Fixed Monthly Payment ADP 450 = \$4,095,643.25 Incremental of (b)(4) Transportation services within a 300 mile radius of the facility and within the State of California are included. PSC: M1FF Line Period of Performance: 10/01/2026 - 09/30/2027 Unexercised Option	Previous : 1 Change: 0 Current : 1	Previous: \$0.0000 Change: \$0.0000 Current: \$0.0000	Previous: \$0.00 Change: \$0.00 Current: \$0.00
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ITEM NO.	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
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3004	Correctional Officer - Transportation Services (b)(4) Transportation outside the 300 mile radius shall be billed on a cost reimbursement basis for hours and mileage at the GSA POV Mileage Rate in Effect at the Time Services are Provided PSC: R499 Line Period of Performance: 10/01/2026 - 09/30/2027 Unexercised Option	Previous : 1 Change: 0 Current : 1	Previous: \$0.0000 Change: \$0.0000 Current: \$0.0000	Previous: \$0.00 Change: \$0.00 Current: \$0.00
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Base Total:				Original: \$0.00 Change: \$0.00 Current: \$0.00
Exercised Options Total:				Previous: \$0.00 Change: \$0.00 Current: \$0.00
Unexercised Options Total:				Previous: \$0.00 Change: \$0.00 Current: \$0.00
Base and Options Total:				Previous: \$0.00 Change: \$0.00 Current: \$0.00

FUNDING DETAILS:

ITEM NO.	FUNDING LINE	OBLIGATED AMOUNT	ACCOUNTING CODES
N/A	1	Previous: \$0.00	(b)(7)(E)

	Change: \$0.00
	Current: \$0.00
	PREVIOUS: \$0.00
	CHANGE: \$0.00
	CURRENT: \$0.00

Section C - Description/Specifications/Statement of Work

Clauses By Full Text

C.9.A.9.6 Staffing Vacancies

The United States Marshals Service (USMS) approved staffing plan serves to document the agreed upon staffing level of the facility, and also serves as the basis for equitable adjustments in accordance with the FAR 52.222.43 Fair Labor Standards Act and Service Contract Labor Standards – Price Adjustment (Multiple Year and Option Contracts) applicable to this contract. The number, type and distribution of staff as described in the staffing plan shall be maintained throughout the term of the contract. Any requested changes to the number, type and/or distribution of staff described in the approved staffing plan must be submitted in writing to the Contracting Officer (CO) for approval prior to implementation.

Each month, the contractor shall submit to the CO and COR a current staffing report reflecting all staffed and vacant positions by department, to include entry on duty dates (EOD) for all active employees, and vacancy dates for all vacant positions. The report shall also include the total number of days a position has remained vacant and the average monthly vacancy rate by department. The report shall be in a similar form and formatting as the USMS approved staffing plan.

Staffing levels shall not fall below a monthly average of (b)(7)(E) for Detention Security Services (b)(7)(E) for Medical Services and (b)(7)(E) for all other departments of the United States Marshal Service (USMS) approved staffing plan. Staffing levels for all departments other than Detention Security Services and Medical Services will be calculated in the aggregate.

Individual vacancies of 120 days or greater or departmental staffing levels less than indicated above that USMS deems a contributing factor to a performance deficiency may result in a deduction from the monthly invoice. The USMS will calculate the deduction retroactive from the day one of the vacancy and continue the deduction until the vacancy replacement’s entry on duty (EOD) date, excluding the days for the USMS conditional approval process. Positions not on the approved staffing plan shall not be used to offset staffing vacancies unless the contractor receives prior written authorization from the CO.

Daily correctional staff assignment rosters which reflect both scheduled and actual assignments, by shift and for each post, shall be maintained for the facility for six years. Correctional staff assignment rosters will correspond to the facility’s contract staffing plan.

Section D - Packaging and Marking

No Clauses

Section E - Inspection and Acceptance

No Clauses

Section F - Deliveries and Performance

No Clauses

Section G - Contract Administration Data

No Clauses

Section H - Special Contract Requirements

No Clauses

Section I - Contract Clauses

No Clauses

Section J - List of Attachments

No Clauses

No Attachments