

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE OF PAGES 1 662	
2. CONTRACT (Proc. Inst. Ident.) NO. HSCEDM-14-D-00002				3. EFFECTIVE DATE See Block 20C		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.	
5. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, (b)(6),(b)(7)(C) Washington DC 20536		CODE ICE/DM/DC-DC		6. ADMINISTERED BY (If other than Item 5) ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, (b)(6),(b)(7)(C) Attn: (b)(6),(b)(7)(C) Washington DC 20536		CODE ICE/DM/DC-DC	
7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code) AKIMA GLOBAL SERVICES LLC 13873 PARK CENTER ROAD SUITE 400N HERNDON VA 20171				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT Net 30			
10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN				ITEM			
CODE 8328950850000		FACILITY CODE		11. SHIP TO/MARK FOR Immigration Customs Enforcement 18201 SW 12th Street Miami FL 33194		CODE ICE/ERO/MIAMI	
				12. PAYMENT WILL BE MADE BY DHS, ICE Burlington Finance Center P.O. Box 1620 Attn: ICE-ERO/FOD-FMI Williston VT 05495-1620			
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) ()				14. ACCOUNTING AND APPROPRIATION DATA See Schedule			
15A. ITEM NO		15B. SUPPLIES/SERVICES		15C. QUANTITY		15D. UNIT	
		Continued				15E. UNIT PRICE	
						15F. AMOUNT	
15G. TOTAL AMOUNT OF CONTRACT						\$0.00	

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	331
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	26	X	J	LIST OF ATTACHMENTS	344
X	D	PACKAGING AND MARKING	315	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	316	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
X	F	DELIVERIES OR PERFORMANCE	320		INSTRS., CONDS., AND NOTICES TO OFFERORS		
X	G	CONTRACT ADMINISTRATION DATA	321	M	EVALUATION FACTORS FOR AWARD		
X	H	SPECIAL CONTRACT REQUIREMENTS	325				

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>1</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)		18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number <u>HSCEDM-13-R-00001</u> including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any condition sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.	
19A. NAME AND TITLE OF SIGNER (Type or print) (b)(6),(b)(7)(C) General Manager		20A. NAME OF CONTRACTING OFFICER (b)(6),(b)(7)(C)	
19B. NAME OF CONTRACTOR (b)(6),(b)(7)(C)		20B. DATE SIGNED April 11, 2014	
19C. DATE SIGNED April 4, 2014		20C. DATE SIGNED April 11, 2014	

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NAME OF OFFEROR OR CONTRACTOR
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	DUNS Number: 832895085 CONTRACT SPECIALIST: (b)(6),(b)(7)(C) CONTRACTING OFFICER: (b)(6),(b)(7)(C) DISCOUNT FOR PROMPT PAYMENT: NET (b)(4) Exempt Action: Y Period of Performance: 05/01/2014 to 04/30/2024 Transition Period: May 1, 2014 - June 30, 2014				
0001	Transition Period (60 days) Product/Service Code: S206 Product/Service Description: Guard Services Obligated Amount: \$0.00 Base Period (July 1, 2014 - April 30, 2015)			(b)(4)	
0002	Bed Days - Guaranteed - (b)(4) bed days Product/Service Code: S206 Product/Service Description: Guard Services Obligated Amount: \$0.00			(b)(4)	
0003	Bed Days - Above Guaranteed Minimum Product/Service Code: S206 Product/Service Description: Guard Services Obligated Amount: \$0.00			(b)(4)	
0004	Transportation Miles				0.00
0004A	Transportation Miles - Contractor Provided Vehicles Miles shall not exceed (b)(4) Product Service Code: V999 Product/Service Description: Transportation/Travel			(b)(4)	
0005	Transportation Guards				0.00
0005A	Transportation Guards Hours shall not exceed (b)(4) Contractor shall be reimbursed for hours as incurred. Continued ...			(b)(4)	

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0005B	Product/Service Code: S206 Product/Service Description: Guard Services Overtime Transportation Guards Hours shall not exceed (b)(4) Contractor shall be reimbursed for hours as incurred.	(b)(4)			
0006	Product/Service Code: S206 Product/Service Description: Guard Services Transportation - MI&E and Lodging Expenses for this CLIN shall not exceed (b)(4) Contractor shall be reimbursed for expenses as incurred. MI&E and Lodging will be reimbursed at the GSA published rates at the time travel occurs.	(b)(4)			
0007	Product Service Code: V999 Product/Service Description: Transportation/Travel On Call/Stationary Armed Guard Detention Services Hours shall not exceed (b)(4) Contractor shall be reimbursed hours as incurred.	(b)(4)			
0008	Product/Service Code: S206 Product/Service Description: Guard Services Detainee Work Program Expenses for this CLIN shall not exceed \$3,000 per month. Contractor shall be reimbursed for expenses as incurred. Detainees earn \$1.00 per day.	1	LT	30,000.00	
0009	Product/Service Code: S203 Product/Service Description: Food Services Emergency Food Service Labor - Overtime Hours shall not exceed (b)(4) Contractor shall be reimbursed hours as incurred.	(b)(4)			
0010	Product/Service Code: S203 Product/Service Description: Food Services Emergency Food Service - MI&E and Lodging Expenses for this CLIN shall not exceed (b)(4) Continued ...	(b)(4)			

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Contractor shall be reimbursed for expenses as incurred. MI&E and Lodging will be reimbursed at the GSA published rates at the time travel occurs.				
	Product Service Code: V999 Product/Service Description: Transportation/Travel				
0011	Miami International Airport Operations	(b)(4)			
	Product/Service Code: S206 Product/Service Description: Guard Services				
0012	Larkin Hospital Mental Ward Operations	(b)(4)			
	Product/Service Code: S206 Product/Service Description: Guard Services				
	Option Period I (May 1, 2015 - April 30, 2016)				
1002	Bed Days - Guaranteed - (b)(4) bed days	(b)(4)			0.00
	Product/Service Code: S206 Product/Service Description: Guard Services Amount: (b)(4) (Option Line Item) 03/01/2015				
1003	Bed Days - Above Guaranteed Minimum	(b)(4)			0.00
	Product/Service Code: S206 Product/Service Description: Guard Services Amount: (b)(4) (Option Line Item) 03/01/2015				
1004	Transportation Miles Amount: \$0.00 (Option Line Item) 03/01/2015				0.00
1004A	Transportation Miles - Contractor Provided Vehicles	(b)(4)			0.00
	Miles shall not exceed (b)(4)				
	Product/Service Code: V999 Product/Service Description: Transportation/Travel Amount: (b)(4) (Option Line Item) 03/01/2015				
1005	Transportation Guards Continued ...				0.00

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Amount: \$0.00 (Option Line Item) 03/01/2015				
1005A	Transportation Guards - Hours shall not exceed (b)(4) Product/Service Code: S206 Product/Service Description: Guard Services Amount: (b)(4) (Option Line Item) 03/01/2015	(b)(4)			0.00
1005B	Transportation Guards Hours shall not exceed (b)(4) Contractor shall be reimbursed for hours as incurred. Product/Service Code: S206 Product/Service Description: Guard Services Amount: (b)(4) (Option Line Item) 03/01/2015	(b)(4)			0.00
1006	Transportation - MI&E and Lodging Expenses for this CLIN shall not exceed (b)(4) Contractor shall be reimbursed for expenses as incurred. MI&E and Lodging will be reimbursed at the GSA published rates at the time travel occurs. Product Service Code: V999 Product/Service Description: Transportation/Travel Amount: (b)(4) (Option Line Item) 03/01/2015	(b)(4)			0.00
1007	On Call/Stationary Armed Guard Detention Services Hours shall not exceed (b)(4) Contractor shall be reimbursed for hours as incurred. Product/Service Code: S206 Product/Service Description: Guard Services Amount: (b)(4) (Option Line Item) 03/01/2015	(b)(4)			0.00
1008	Detainee Work Program Expenses for this CLIN shall not exceed \$3,000 per month. Contractor shall be reimbursed for expenses as incurred. Detainees earn \$1.00 per day. Product/Service Code: S203 Continued ...	1	LT	30,000.00	0.00

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Product/Service Description: Food Services Amount: (b)(4) Option Line Item) 03/01/2015				
1009	Emergency Food Service Labor - Overtime Hours shall not exceed (b)(4) Contractor shall be reimbursed for hours as incurred. Product/Service Code: S203 Product/Service Description: Food Services Amount: (b)(4) Option Line Item) 03/01/2015	(b)(4)			0.00
1010	Emergency Food Service - MI&E and Lodging Expenses for this CLIN shall not exceed (b)(4) Contractor shall be reimbursed for expenses as incurred. MI&E and Lodging will be reimbursed at the GSA published rates at the time travel occurs. Product Service Code: V999 Product/Service Description: Transportation/Travel Amount: (b)(4) Option Line Item) 03/01/2015	(b)(4)			0.00
1011	Miami International Airport Operations Product/Service Code: S206 Product/Service Description: Guard Services Amount: (b)(4) (Option Line Item) 03/01/2015	(b)(4)			0.00
1012	Larkin Hospital Mental Ward Operations Product/Service Code: S206 Product/Service Description: Guard Services Amount: (b)(4) (Option Line Item) 03/01/2015	(b)(4)			0.00
2002	Option Period II (May 1, 2016 - April 30, 2017) Bed Days - Guaranteed - (b)(4) bed days Product/Service Code: S206 Product/Service Description: Guard Services Amount: (b)(4) (Option Line Item) 03/01/2016 Continued ...	(b)(4)			0.00

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2003	Bed Days - Above Guaranteed Minimum Product/Service Code: S206 Product/Service Description: Guard Services Amount: (b)(4) (Option Line Item) 03/01/2016	(b)(4)			0.00
2004	Transportation Miles Amount: \$0.00 (Option Line Item) 03/01/2016				0.00
2004A	Transportation Miles - Contractor Provided Vehicles Miles shall not exceed (b)(4) Product/Service Code: V999 Product/Service Description: Transportation/Travel Amount: (b)(4) (Option Line Item) 03/01/2016	(b)(4)			0.00
2005	Transportation Guards Amount: \$0.00 (Option Line Item) 03/01/2016				0.00
2005A	Transportation Guards - Hours shall not exceed (b)(4) Product/Service Code: S206 Product/Service Description: Guard Services Amount: (b)(4) (Option Line Item) 03/01/2016	(b)(4)			0.00
2005B	Transportation Guards Hours shall not exceed (b)(4) Contractor shall be reimbursed for hours as incurred. Product/Service Code: S206 Product/Service Description: Guard Services Amount: (b)(4) (Option Line Item) 03/01/2016	(b)(4)			0.00
2006	Transportation - MI&E and Lodging Expenses for this CLIN shall not exceed (b)(4) Contractor shall be reimbursed for expenses as incurred. MI&E and Lodging will be reimbursed at the GSA published rates at the time travel occurs. Continued ...	(b)(4)			0.00

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Product Service Code: V999 Product/Service Description: Transportation/Travel Amount: (b)(4) (Option Line Item) 03/01/2016				
2007	On Call/Stationary Armed Guard Detention Services Hours shall not exceed (b)(4) Contractor shall be reimbursed for hours as incurred. Product/Service Code: S206 Product/Service Description: Guard Services Amount: (b)(4) (Option Line Item) 03/01/2016	(b)(4)			0.00
2008	Detainee Work Program Expenses for this CLIN shall not exceed \$3,000 per month. Contractor shall be reimbursed for expenses as incurred. Detainees earn \$1.00 per day. Product/Service Code: S203 Product/Service Description: Food Services Amount: \$ (b)(4) (Option Line Item) 03/01/2016	1	LT	30,000.00	0.00
2009	Emergency Food Service Labor - Overtime Hours shall not exceed (b)(4) Contractor shall be reimbursed for hours as incurred. Product/Service Code: S203 Product/Service Description: Food Services Amount: (b)(4) (Option Line Item) 03/01/2016	(b)(4)			0.00
2010	Emergency Food Service - MI&E and Lodging Expenses for this CLIN shall not exceed (b)(4) Contractor shall be reimbursed for expenses as incurred. MI&E and Lodging will be reimbursed at the GSA published rates at the time travel occurs. Product Service Code: V999 Product/Service Description: Transportation/Travel Amount: (b)(4) (Option Line Item) 03/01/2016	(b)(4)			0.00
2011	Miami International Airport Operations Product/Service Code: S206 Continued ...	(b)(4)			0.00

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Product/Service Description: Guard Services Amount: (b)(4) (Option Line Item) 03/01/2016				
2012	Larkin Hospital Mental Ward Operations	(b)(4)			0.00
	Product/Service Code: S206 Product/Service Description: Guard Services Amount: (b)(4) (Option Line Item) 03/01/2016				
	Option Period III (May 1, 2017 - April 30, 2018)				
3002	Bed Days - Guaranteed - (b)(4) bed days	(b)(4)			0.00
	Product/Service Code: S206 Product/Service Description: Guard Services Amount: (b)(4) (Option Line Item) 03/01/2017				
3003	Bed Days - Above Guaranteed Minimum	(b)(4)			0.00
	Product/Service Code: S206 Product/Service Description: Guard Services Amount: (b)(4) (Option Line Item) 03/01/2017				
3004	Transportation Miles Amount: \$0.00 (Option Line Item) 03/01/2017				0.00
3004A	Transportation Miles - Contractor Provided Vehicles	(b)(4)			0.00
	Miles shall not exceed (b)(4)				
	Product/Service Code: V999 Product/Service Description: Transportation/Travel Amount: (b)(4) (Option Line Item) 03/01/2017				
3005	Transportation Guards Amount: \$0.00 (Option Line Item) 03/01/2017				0.00
3005A	Transportation Guards -	(b)(4)			0.00
	Hours shall not exceed (b)(4)				
	Continued ...				

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3005B	Product/Service Code: S206 Product/Service Description: Guard Services Amount: (b)(4) (Option Line Item) 03/01/2017 Transportation Guards Hours shall not exceed (b)(4) Contractor shall be reimbursed for hours as incurred.	(b)(4)			0.00
3006	Product/Service Code: S206 Product/Service Description: Guard Services Amount: (b)(4) (Option Line Item) 03/01/2017 Transportation - MI&E and Lodging Expenses for this CLIN shall not exceed (b)(4) Contractor shall be reimbursed for expenses as incurred. MI&E and Lodging will be reimbursed at the GSA published rates at the time travel occurs.	(b)(4)			0.00
3007	Product Service Code: V999 Product/Service Description: Transportation/Travel Amount: (b)(4) (Option Line Item) 03/01/2017 On Call/Stationary Armed Guard Detention Services Hours shall not exceed (b)(4) Contractor shall be reimbursed for hours as incurred.	(b)(4)			0.00
3008	Product/Service Code: S206 Product/Service Description: Guard Services Amount: (b)(4) (Option Line Item) 03/01/2017 Detainee Work Program Expenses for this CLIN shall not exceed \$3,000 per month. Contractor shall be reimbursed for expenses as incurred. Detainees earn \$1.00 per day.	1	LT	30,000.00	0.00
3009	Product/Service Code: S203 Product/Service Description: Food Services Amount: \$(b)(4) (Option Line Item) 03/01/2017 Emergency Food Service Labor - Overtime Hours shall not exceed (b)(4) Contractor shall Continued ...	(b)(4)			0.00

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	be reimbursed for hours as incurred. Product/Service Code: S203 Product/Service Description: Food Services Amount: (b)(4) (Option Line Item) 03/01/2017				
3010	Emergency Food Service - MI&E and Lodging Expenses for this CLIN shall not exceed (b)(4) Contractor shall be reimbursed for expenses as incurred. MI&E and Lodging will be reimbursed at the GSA published rates at the time travel occurs. Product Service Code: V999 Product/Service Description: Transportation/Travel Amount: (b)(4) (Option Line Item) 03/01/2017	(b)(4)			0.00
3011	Miami International Airport Operations Product/Service Code: S206 Product/Service Description: Guard Services Amount: (b)(4) (Option Line Item) 03/01/2017	(b)(4)			0.00
3012	Larkin Hospital Mental Ward Operations Product/Service Code: S206 Product/Service Description: Guard Services Amount: (b)(4) (Option Line Item) 03/01/2017	(b)(4)			0.00
4002	Option Period IV (May 1, 2018 - April 30, 2019) Bed Days - Guaranteed - (b)(4) bed days Product/Service Code: S206 Product/Service Description: Guard Services Amount: (b)(4) (Option Line Item) 03/01/2018	(b)(4)			0.00
4003	Bed Days - Above Guaranteed Minimum Product/Service Code: S206 Product/Service Description: Guard Services Amount: (b)(4) (Option Line Item) 03/01/2018	(b)(4)			0.00
4004	Transportation Miles Continued ...				0.00

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Amount: \$0.00 (Option Line Item) 03/01/2018				
4004A	Transportation Miles - Contractor Provided Vehicles Miles shall not exceed (b)(4) Product/Service Code: V999 Product/Service Description: Transportation/Travel Amount: (b)(4) (Option Line Item) 03/01/2018	(b)(4)			0.00
4005	Transportation Guards Amount: \$0.00 (Option Line Item) 03/01/2018				0.00
4005A	Transportation Guards - Hours shall not exceed (b)(4) Product/Service Code: S206 Product/Service Description: Guard Services Amount: (b)(4) (Option Line Item) 03/01/2018	(b)(4)			0.00
4005B	Transportation Guards Hours shall not exceed (b)(4) Contractor shall be reimbursed for hours as incurred. Product/Service Code: S206 Product/Service Description: Guard Services Amount: (b)(4) (Option Line Item) 03/01/2018	(b)(4)			0.00
4006	Transportation - MI&E and Lodging Expenses for this CLIN shall not exceed (b)(4) Contractor shall be reimbursed for expenses as incurred. MI&E and Lodging will be reimbursed at the GSA published rates at the time travel occurs. Product Service Code: V999 Product/Service Description: Transportation/Travel Amount: (b)(4) (Option Line Item) 03/01/2018	(b)(4)			0.00
4007	On Call/Stationary Armed Guard Detention Services Hours shall not exceed (b)(4) Contractor shall Continued ...	(b)(4)			0.00

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>be reimbursed for hours as incurred.</p> <p>Product/Service Code: S206 Product/Service Description: Guard Services Amount: (b)(4) (Option Line Item) 03/01/2018</p>				
4008	<p>Detainee Work Program</p> <p>Expenses for this CLIN shall not exceed \$3,000 per month. Contractor shall be reimbursed for expenses as incurred. Detainees earn \$1.00 per day.</p> <p>Product/Service Code: S203 Product/Service Description: Food Services Amount: \$(b)(4) (Option Line Item) 03/01/2018</p>	1	LT	30,000.00	0.00
4009	<p>Emergency Food Service Labor - Overtime</p> <p>Hours shall not exceed (b)(4) Contractor shall be reimbursed for hours as incurred.</p> <p>Product/Service Code: S203 Product/Service Description: Food Services Amount: (b)(4) (Option Line Item) 03/01/2018</p>	(b)(4)			0.00
4010	<p>Emergency Food Service - MI&E and Lodging</p> <p>Expenses for this CLIN shall not exceed (b)(4) Contractor shall be reimbursed for expenses as incurred. MI&E and Lodging will be reimbursed at the GSA published rates at the time travel occurs.</p> <p>Product Service Code: V999 Product/Service Description: Transportation/Travel Amount: (b)(4) (Option Line Item) 03/01/2018</p>	(b)(4)			0.00
4011	<p>Miami International Airport Operations</p> <p>Product/Service Code: S206 Product/Service Description: Guard Services Amount: (b)(4) (Option Line Item) 03/01/2018</p>	(b)(4)			0.00
4012	<p>Larkin Hospital Mental Ward Operations</p> <p>Product/Service Code: S206 Continued ...</p>	(b)(4)			0.00

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Product/Service Description: Guard Services Amount: (b)(4) (Option Line Item) 03/01/2018 Option Period V (May 1, 2019 - April 30, 2020)				
5002	Bed Days - Guaranteed - (b)(4) bed days	(b)(4)			0.00
	Product/Service Code: S206 Product/Service Description: Guard Services Amount: (b)(4) (Option Line Item) 03/01/2019				
5003	Bed Days - Above Guaranteed Minimum	(b)(4)			0.00
	Product/Service Code: S206 Product/Service Description: Guard Services Amount: (b)(4) (Option Line Item) 03/01/2019				
5004	Transportation Miles Amount: \$0.00 (Option Line Item) 03/01/2019				0.00
5004A	Transportation Miles - Contractor Provided Vehicles	(b)(4)			0.00
	Miles shall not exceed (b)(4)				
	Product/Service Code: V999 Product/Service Description: Transportation/Travel Amount: (b)(4) (Option Line Item) 03/01/2019				
5005	Transportation Guards Amount: \$0.00 (Option Line Item) 03/01/2019				0.00
5005A	Transportation Guards -	(b)(4)			0.00
	Hours shall not exceed (b)(4)				
	Product/Service Code: S206 Product/Service Description: Guard Services Amount: (b)(4) (Option Line Item) 03/01/2019				
5005B	Transportation Guards	(b)(4)			0.00
	Hours shall not exceed (b)(4) Contractor shall Continued ...				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	be reimbursed for hours as incurred. Product/Service Code: S206 Product/Service Description: Guard Services Amount: (b)(4) (Option Line Item) 03/01/2019				
5006	Transportation - MI&E and Lodging Expenses for this CLIN shall not exceed (b)(4) Contractor shall be reimbursed for expenses as incurred. MI&E and Lodging will be reimbursed at the GSA published rates at the time travel occurs. Product Service Code: V999 Product/Service Description: Transportation/Travel Amount: (b)(4) (Option Line Item) 03/01/2019	(b)(4)			0.00
5007	On Call/Stationary Armed Guard Detention Services Hours shall not exceed (b)(4) Contractor shall be reimbursed for hours as incurred. Product/Service Code: S206 Product/Service Description: Guard Services Amount: (b)(4) (Option Line Item) 03/01/2019	(b)(4)			0.00
5008	Detainee Work Program Expenses for this CLIN shall not exceed \$3,000 per month. Contractor shall be reimbursed for expenses as incurred. Detainees earn \$1.00 per day. Product/Service Code: S203 Product/Service Description: Food Services Amount: \$(b)(4) (Option Line Item) 03/01/2019	1	LT	30,000.00	0.00
5009	Emergency Food Service Labor - Overtime Hours shall not exceed (b)(4) Contractor shall be reimbursed for hours as incurred. Product/Service Code: S203 Product/Service Description: Food Services Amount: (b)(4) (Option Line Item) 03/01/2019	(b)(4)			0.00
5010	Emergency Food Service - MI&E and Lodging Continued ...	(b)(4)			0.00

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Expenses for this CLIN shall not exceed (b)(4) Contractor shall be reimbursed for expenses as incurred. MI&E and Lodging will be reimbursed at the GSA published rates at the time travel occurs.</p> <p>Product Service Code: V999 Product/Service Description: Transportation/Travel Amount: (b)(4) (Option Line Item) 03/01/2019</p>				
5011	<p>Miami International Airport Operations</p> <p>Product/Service Code: S206 Product/Service Description: Guard Services Amount: (b)(4) (Option Line Item) 03/01/2019</p>	(b)(4)			0.00
5012	<p>Larkin Hospital Mental Ward Operations</p> <p>Product/Service Code: S206 Product/Service Description: Guard Services Amount: (b)(4) (Option Line Item) 03/01/2019</p>	(b)(4)			0.00
6002	<p>Option Period VI (May 1, 2020 - April 30, 2021)</p> <p>Bed Days - Guaranteed (b)(4) bed days</p> <p>Product/Service Code: S206 Product/Service Description: Guard Services Amount: (b)(4) (Option Line Item) 03/01/2020</p>	(b)(4)			0.00
6003	<p>Bed Days - Above Guaranteed Minimum</p> <p>Product/Service Code: S206 Product/Service Description: Guard Services Amount: (b)(4) (Option Line Item) 03/01/2020</p>	(b)(4)			0.00
6004	<p>Transportation Miles Amount: \$0.00 (Option Line Item) 03/01/2020</p>				0.00
6004A	<p>Transportation Miles - Contractor Provided Vehicles</p> <p>Miles shall not exceed (b)(4) Continued ...</p>	(b)(4)			0.00

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	Product/Service Code: V999 Product/Service Description: Transportation/Travel Amount: (b)(4) (Option Line Item) 03/01/2020				
6005	Transportation Guards Amount: \$0.00 (Option Line Item) 03/01/2020				0.00
6005A	Transportation Guards - Hours shall not exceed (b)(4)	(b)(4)			0.00
	Product/Service Code: S206 Product/Service Description: Guard Services Amount: (b)(4) (Option Line Item) 03/01/2020				
6005B	Transportation Guards Hours shall not exceed (b)(4) Contractor shall be reimbursed for hours as incurred.	(b)(4)			0.00
	Product/Service Code: S206 Product/Service Description: Guard Services Amount: (b)(4) (Option Line Item) 03/01/2020				
6006	Transportation - MI&E and Lodging Expenses for this CLIN shall not exceed (b)(4) Contractor shall be reimbursed for expenses as incurred. MI&E and Lodging will be reimbursed at the GSA published rates at the time travel occurs.	(b)(4)			0.00
	Product Service Code: V999 Product/Service Description: Transportation/Travel Amount: (b)(4) (Option Line Item) 03/01/2020				
6007	On Call/Stationary Armed Guard Detention Services Hours shall not exceed (b)(4) Contractor shall be reimbursed for hours as incurred.	(b)(4)			0.00
	Product/Service Code: S206 Product/Service Description: Guard Services Amount: (b)(4) (Option Line Item) 03/01/2020 Continued ...				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
6008	Detainee Work Program Expenses for this CLIN shall not exceed \$3,000 per month. Contractor shall be reimbursed for expenses as incurred. Detainees earn \$1.00 per day. Product/Service Code: S203 Product/Service Description: Food Services Amount: \$(b)(4) (Option Line Item) 03/01/2020	1	LT	30,000.00	0.00
6009	Emergency Food Service Labor - Overtime Hours shall not exceed (b)(4) Contractor shall be reimbursed for hours as incurred. Product/Service Code: S203 Product/Service Description: Food Services Amount: (b)(4) (Option Line Item) 03/01/2020	(b)(4)			0.00
6010	Emergency Food Service - MI&E and Lodging Expenses for this CLIN shall not exceed (b)(4) Contractor shall be reimbursed for expenses as incurred. MI&E and Lodging will be reimbursed at the GSA published rates at the time travel occurs. Product Service Code: V999 Product/Service Description: Transportation/Travel Amount: (b)(4) (Option Line Item) 03/01/2020	(b)(4)			0.00
6011	Miami International Airport Operations Product/Service Code: S206 Product/Service Description: Guard Services Amount: (b)(4) (Option Line Item) 03/01/2020	(b)(4)			0.00
6012	Larkin Hospital Mental Ward Operations Product/Service Code: S206 Product/Service Description: Guard Services Amount: (b)(4) (Option Line Item) 03/01/2020 Option Period VII (May 1, 2021 - April 30, 2022) Continued ...	(b)(4)			0.00

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
7002	Bed Days - Guaranteed (b)(4) bed days Product/Service Code: S206 Product/Service Description: Guard Services Amount: (b)(4) (Option Line Item) 03/01/2021	(b)(4)			0.00
7003	Bed Days - Above Guaranteed Minimum Product/Service Code: S206 Product/Service Description: Guard Services Amount: (b)(4) (Option Line Item) 03/01/2021	(b)(4)			0.00
7004	Transportation Miles Amount: \$0.00 (Option Line Item) 03/01/2021				0.00
7004A	Transportation Miles - Contractor Provided Vehicles Miles shall not exceed (b)(4) Product/Service Code: V999 Product/Service Description: Transportation/Travel Amount: (b)(4) (Option Line Item) 03/01/2021	(b)(4)			0.00
7005	Transportation Guards Amount: \$0.00 (Option Line Item) 03/01/2021				0.00
7005A	Transportation Guards - Hours shall not exceed (b)(4) Product/Service Code: S206 Product/Service Description: Guard Services Amount: (b)(4) (Option Line Item) 03/01/2021	(b)(4)			0.00
7005B	Transportation Guards Hours shall not exceed (b)(4) Contractor shall be reimbursed for hours as incurred. Product/Service Code: S206 Product/Service Description: Guard Services Amount: (b)(4) (Option Line Item) 03/01/2021 Continued ...	(b)(4)			0.00

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
7006	Transportation - MI&E and Lodging Expenses for this CLIN shall not exceed (b)(4). Contractor shall be reimbursed for expenses as incurred. MI&E and Lodging will be reimbursed at the GSA published rates at the time travel occurs. Product Service Code: V999 Product/Service Description: Transportation/Travel Amount: (b)(4) (Option Line Item) 03/01/2021	(b)(4)			0.00
7007	On Call/Stationary Armed Guard Detention Services Hours shall not exceed (b)(4). Contractor shall be reimbursed for hours as incurred. Product/Service Code: S206 Product/Service Description: Guard Services Amount: (b)(4) (Option Line Item) 03/01/2021	(b)(4)			0.00
7008	Detainee Work Program Expenses for this CLIN shall not exceed \$3,000 per month. Contractor shall be reimbursed for expenses as incurred. Detainees earn \$1.00 per day. Product/Service Code: S203 Product/Service Description: Food Services Amount: (b)(4) (Option Line Item) 03/01/2021	1	LT	30,000.00	0.00
7009	Emergency Food Service Labor - Overtime Hours shall not exceed (b)(4). Contractor shall be reimbursed for hours as incurred. Product/Service Code: S203 Product/Service Description: Food Services Amount: (b)(4) (Option Line Item) 03/01/2021	(b)(4)			0.00
7010	Emergency Food Service - MI&E and Lodging Expenses for this CLIN shall not exceed (b)(4). Contractor shall be reimbursed for expenses as incurred. MI&E and Lodging will be reimbursed at the GSA published rates at the time travel occurs. Product Service Code: V999 Continued ...	(b)(4)			0.00

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Product/Service Description: Transportation/Travel Amount: (b)(4) (Option Line Item) 03/01/2021				
7011	Miami International Airport Operations Product/Service Code: S206 Product/Service Description: Guard Services Amount: (b)(4) (Option Line Item) 03/01/2021	(b)(4)			0.00
7012	Larkin Hospital Mental Ward Operations Product/Service Code: S206 Product/Service Description: Guard Services Amount: (b)(4) (Option Line Item) 03/01/2021	(b)(4)			0.00
8002	Option Period VIII (May 1, 2022 - April 30, 2023) Bed Days - Guaranteed - (b)(4) bed days Product/Service Code: S206 Product/Service Description: Guard Services Amount: (b)(4) (Option Line Item) 03/01/2022	(b)(4)			0.00
8003	Bed Days - Above Guaranteed Minimum Product/Service Code: S206 Product/Service Description: Guard Services Amount: (b)(4) (Option Line Item) 03/01/2022	(b)(4)			0.00
8004	Transportation Miles Amount: \$0.00 (Option Line Item) 03/01/2022				0.00
8004A	Transportation Miles - Contractor Provided Vehicles Miles shall not exceed (b)(4) Product/Service Code: V999 Product/Service Description: Transportation/Travel Amount: (b)(4) (Option Line Item) 03/01/2022	(b)(4)			0.00
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
8005	Transportation Guards Amount: \$0.00 (Option Line Item) 03/01/2022				0.00
8005A	Transportation Guards - Hours shall not exceed (b)(4) Product/Service Code: S206 Product/Service Description: Guard Services Amount: (b)(4) (Option Line Item) 03/01/2022	(b)(4)			0.00
8005B	Transportation Guards Hours shall not exceed (b)(4) Contractor shall be reimbursed for hours as incurred. Product/Service Code: S206 Product/Service Description: Guard Services Amount: (b)(4) (Option Line Item) 03/01/2022	(b)(4)			0.00
8006	Transportation - MI&E and Lodging Expenses for this CLIN shall not exceed (b)(4) Contractor shall be reimbursed for expenses as incurred. MI&E and Lodging will be reimbursed at the GSA published rates at the time travel occurs. Product Service Code: V999 Product/Service Description: Transportation/Travel Amount: (b)(4) (Option Line Item) 03/01/2022	(b)(4)			0.00
8007	On Call/Stationary Armed Guard Detention Services Hours shall not exceed (b)(4) Contractor shall be reimbursed for hours as incurred. Product/Service Code: S206 Product/Service Description: Guard Services Amount: (b)(4) (Option Line Item) 03/01/2022	(b)(4)			0.00
8008	Detainee Work Program Expenses for this CLIN shall not exceed \$3,000 per month. Contractor shall be reimbursed for expenses as incurred. Detainees earn \$1.00 per day. Continued ...	1	LT	30,000.00	0.00

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Product/Service Code: S203 Product/Service Description: Food Services Amount: (b)(4) (Option Line Item) 03/01/2022				
8009	Emergency Food Service Labor - Overtime Hours shall not exceed (b)(4) Contractor shall be reimbursed for hours as incurred.	(b)(4)			0.00
	Product/Service Code: S203 Product/Service Description: Food Services Amount: (b)(4) (Option Line Item) 03/01/2022				
8010	Emergency Food Service - MI&E and Lodging Expenses for this CLIN shall not exceed (b)(4) Contractor shall be reimbursed for expenses as incurred. MI&E and Lodging will be reimbursed at the GSA published rates at the time travel occurs.	(b)(4)			0.00
	Product Service Code: V999 Product/Service Description: Transportation/Travel Amount: (b)(4) (Option Line Item) 03/01/2022				
8011	Miami International Airport Operations	(b)(4)			0.00
	Product/Service Code: S206 Product/Service Description: Guard Services Amount: (b)(4) (Option Line Item) 03/01/2022				
8012	Larkin Hospital Mental Ward Operations	(b)(4)			0.00
	Product/Service Code: S206 Product/Service Description: Guard Services Amount: (b)(4) (Option Line Item) 03/01/2022 Option Period IX (May 1, 2023 - April 30, 2024)				
9002	Bed Days - Guaranteed (b)(4) bed days	(b)(4)			0.00
	Product/Service Code: S206 Product/Service Description: Guard Services Amount: (b)(4) (Option Line Item) 03/01/2023 Continued ...				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
9003	Bed Days - Above Guaranteed Minimum Product/Service Code: S206 Product/Service Description: Guard Services Amount: (b)(4) (Option Line Item) 03/01/2023	(b)(4)			0.00
9004	Transportation Miles Amount: \$0.00 (Option Line Item) 03/01/2023				0.00
9004A	Transportation Miles - Contractor Provided Vehicles Miles shall not exceed (b)(4) Product/Service Code: V999 Product/Service Description: Transportation/Travel Amount: (b)(4) (Option Line Item) 03/01/2023	(b)(4)			0.00
9005	Transportation Guards Amount: \$0.00 (Option Line Item) 03/01/2023				0.00
9005A	Transportation Guards - Hours shall not exceed (b)(4) Product/Service Code: S206 Product/Service Description: Guard Services Amount: (b)(4) (Option Line Item) 03/01/2023	(b)(4)			0.00
9005B	Transportation Guards Hours shall not exceed (b)(4) Contractor shall be reimbursed for hours as incurred. Product/Service Code: S206 Product/Service Description: Guard Services Amount: (b)(4) (Option Line Item) 03/01/2023	(b)(4)			0.00
9006	Transportation - MI&E and Lodging Expenses for this CLIN shall not exceed (b)(4) Contractor shall be reimbursed for expenses as incurred. MI&E and Lodging will be reimbursed at the GSA published rates at the time travel occurs. Continued ...	(b)(4)			0.00

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Product Service Code: V999 Product/Service Description: Transportation/Travel Amount: (b)(4) (Option Line Item) 03/01/2023				
9007	On Call/Stationary Armed Guard Detention Services Hours shall not exceed (b)(4) Contractor shall be reimbursed for hours as incurred.	(b)(4)			0.00
	Product/Service Code: S206 Product/Service Description: Guard Services Amount: (b)(4) (Option Line Item) 03/01/2023				
9008	Detainee Work Program Expenses for this CLIN shall not exceed \$3,000 per month. Contractor shall be reimbursed for expenses as incurred. Detainees earn \$1.00 per day.	1	LT	30,000.00	0.00
	Product/Service Code: S203 Product/Service Description: Food Services Amount: \$(b)(4) (Option Line Item) 03/01/2023				
9009	Emergency Food Service Labor - Overtime Hours shall not exceed (b)(4) Contractor shall be reimbursed for hours as incurred.	(b)(4)			0.00
	Product/Service Code: S203 Product/Service Description: Food Services Amount: (b)(4) (Option Line Item) 03/01/2023				
9010	Emergency Food Service - MI&E and Lodging Expenses for this CLIN shall not exceed (b)(4) Contractor shall be reimbursed for expenses as incurred. MI&E and Lodging will be reimbursed at the GSA published rates at the time travel occurs.	(b)(4)			0.00
	Product Service Code: V999 Product/Service Description: Transportation/Travel Amount: (b)(4) (Option Line Item) 03/01/2023				
9011	Miami International Airport Operations Continued ...	(b)(4)			0.00

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
9012	<p>Product/Service Code: S206 Product/Service Description: Guard Services Amount: (b)(4) Option Line Item) 03/01/2023</p> <p>Larkin Hospital Mental Ward Operations</p> <p>Product/Service Code: S206 Product/Service Description: Guard Services Amount: (b)(4) Option Line Item) 03/01/2023</p> <p>The total amount of award: \$324,072,366.60. The obligation for this award is shown in box 15G.</p>	(b)(4)			0.00

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C. Performance Work Statement

C.1 Overview

Understanding the Critical ICE Mission - Enforcement and Removal Operations (ERO) is one, of only two, major operating components executing the Immigration and Customs Enforcement (ICE) primary mission. The ERO's effective execution is absolutely vital to national security and public safety. The ERO performs this dangerous mission (24/7, 365 day a year) under mounting pressure from shrinking budgets, sophisticated criminal elements, increased immigrant traffic, and intense scrutiny from a broad range of public and private parties (advocacy groups, federal oversight, foreign governments, and media, to name a few).

The ERO entrusts some of its mission critical elements to contractors under the Service Processing Center (SPC) program. ERO mission success demands that these entrusted services meet stringent standards, e.g. Performance Based National Detention Standards (PBNDS) and American Corrections Association Adult Local Detention Facilities (ACA ALDF); and must be executed in an orderly manner with the utmost sensitivity to detainee safety, security, and care.

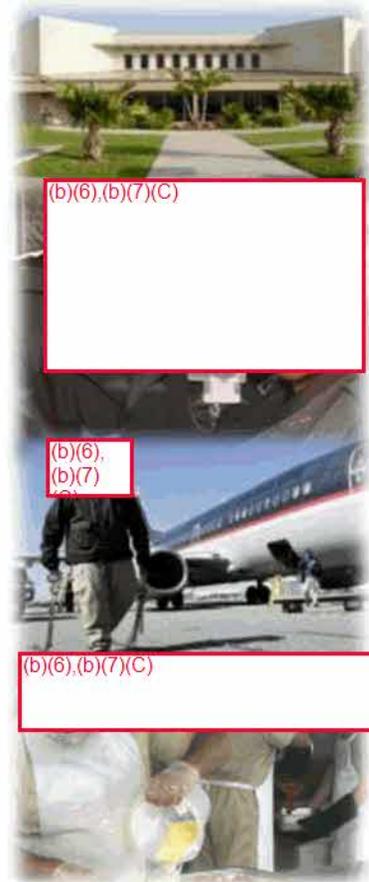
The ERO mission is vital to national security and public safety, and in many ways is an open window through which the world scrutinizes US diplomacy and US human rights policy. Any misstep can be costly and often leads to public inquiry, public comment and criticism; all of which challenge the outstanding work ERO performs every day.

The best ICE contractor partners will demonstrate their dedication to the ERO mission through investment in solutions that minimize ERO risk and increase the overall mission effectiveness. These partners will work tirelessly to exceed ERO expectations, partner with the Krome FOD, communicate openly, provide innovative solutions that strengthen Krome, and maintain complete transparency.

Our team has a single purpose, to be the best ICE contract partner in the nation through the delivery of outstanding staff performance and a game-changing SPC management solution. Our team has leveraged incumbent knowledge, 12 years of SPC lessons learned, strong ICE centric project management experience, a quality-focused project management approach, and innovative technologies that will transform the industry and develop a "show case" solution for Krome.

Our solution expands on the current successes of recent ICE detention reform, provides 100% optimal PBNDS compliance, solves long term detention challenges, and establishes the foundation for an open, collaborative, and trusted ICE and contractor partnership. Our proposal will demonstrate the following:

- Experienced and Qualified Contractor Team



"This contractor continues to be a critical part of BP Exploration's Alaska business, providing a security service that equals the expertise of most large police departments".

– BP Alaska Security Manager

- **Akima Global Services, LLC (AGS):** An 8(a) prime contractor with substantial Department of Defense (DoD), other agency, and commercial performance-based contracting experience providing turnkey large complex facility outsourcing, security, and integrated program management.
- **Akal Security, Inc (Akal):** A large business subcontractor with a 12-year history of partnering with ERO managing SPC facilities at El Centro, Florence, El Paso, as well as with the incumbent team at Krome.

This prime/subcontractor team experience and capability provides ICE with key indicators as to our future performance at Krome. The value to ICE is that this team is fully committed and brings all corporate experience, resources, and commercial innovations to bear on the contract performance. AGS and Akal combine exceptional program management with critical knowledge and capability.

- **Leadership.** Members of the project staff and corporate support staff have an average of 22 years of immigration detention management experience. As shown in the right-hand margin, most of the individuals in this group began their careers with legacy INS and worked their career path through ICE into the executive officer level including positions located at Krome, other SPCs, and ICE federal detention facilities. This significant level of experience provides ICE with a partner who fully comprehends the intricacies of managing an SPC of this scope and size; and will get the job done.
- **Quality Focus.** A robust ISO 9001:2008 compliant Quality Management System (QMS) that provides controlled detailed guidance and instruction for all operational activities, instills discipline, enables performance monitoring, provides a platform for continuous operational improvements, and provides ICE with contract compliance verification.
- **Innovative Technology.** A Detention Facility Operating System, (b)(4),(b)(7)(E) consisting of:

ICE/INS Leadership Experience:

(b)(6),(b)(7)(C)
 Project Manager – 32 years INS/ICE experience

(b)(6),(b)(7)(C)
 Assistant Project Manager – 14 years ICE experience

(b)(6),(b)(7)(C)
 Corporate Operations Director – 30 years INS/ICE experience

(b)(6),(b)(7)(C)
 Corporate Training Director – 35 years INS/ICE experience

(b)(6),(b)(7)(C)
 Corporate Quality Director – 25 years INS/ICE experience

(b)(4),(b)(7)(E)

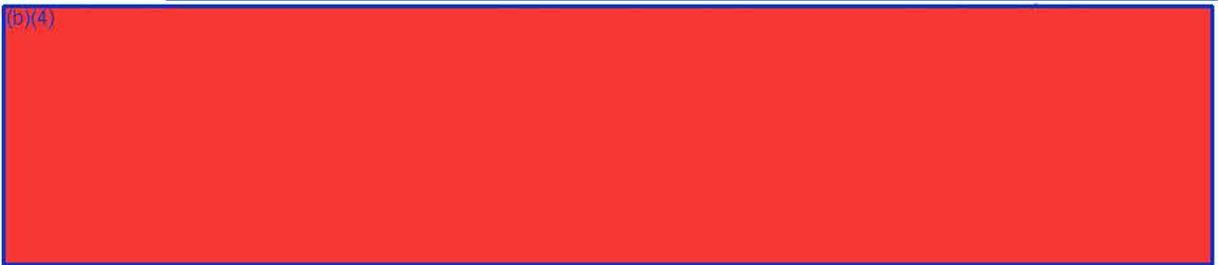
(b)(4),(b)(7)(E)

- **Low Transition Risk.**
 - A dedicated transition team with intimate knowledge of ICE/ERO policies, procedures, and the specifics of the Krome facility.
 - A prime contractor with experience transitioning large contracts with union workforces.

- A member of the incumbent team with detailed knowledge of the staff, seniority levels, performance history, and current roles and responsibilities.

The dedicated team approach, the experience, and the knowledge provide ICE with a low-risk seamless transition with minimal disruption.

• **Best Value.** (b)(4)



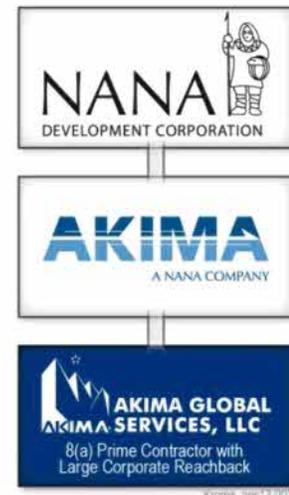
C.1.1 The AGS Team

The AGS team is a marriage of two proven service providers, Akima Global Services LLC (AGS) and their major subcontractor Akal Security, Inc. (Akal). Strategically, the AGS team formed for a single purpose, to become the best ICE contract partner in the nation.

Akima Global Services, LLC – The Akima team is specifically designed to meet the management and technical needs of Krome SPC. This starts with the prime contractor Akima Global Services (AGS), a subsidiary of Akima, LLC (the Federal contracting arm of the \$2.1 Billion NANA Regional Corporation).

AGS focuses on performance-based services contracts requiring sophisticated program management capability and high quality operations that can be continuously improved through the application of business process improvement efforts, ISO-compliant Quality Management Systems and Lean Six Sigma process controls.

An Alaska Native Corporation founded in 2009, AGS is a Small Disadvantaged Business, certified 8(a) by the Small Business Administration and qualified under NAICS 561612 with less than \$18.5 million in revenue. The company has an ISO-9001:2008 compliant Quality Management System (QMS) and offers an experienced leadership team and staff, backed by our parent company Akima, LLC and 26 other subsidiaries. AGS operates within a large business framework as part of NANA's billion dollar Federal holding company, Akima, LLC has the management and financial resources to support over 5,800 personnel at project sites worldwide. As part of the NANA/Akima family AGS enjoys the financial stability, DCAA approved systems, large line of credit and sophisticated program management capabilities normally associated with a large company. The direct benefit to ICE of the large business reach-back is that AGS is able to accept risk and provide flexibility when necessitated by mission changes. The NANA/Akima family brings substantial large facility outsourcing, guard services, transportation services, and food services experience to this effort, as summarized in the later sections of this introduction.



Given ICE's unique security requirements and the importance of its mission to ensure the safety and security of our nation's SPCs, AGS invited Akal Security, Inc. to be its subcontractor for this effort. By teaming with an incumbent on the current contract which, is also a strong and experienced SPC contractor

with shared mission excellence and customer-focused values, the AGS team delivers a low-risk and new level of services that exceed ERO standards and expectations.

Akal Security, Inc. (Akal) Akal has successfully partnered with ERO since 2002 providing mission critical services. In 2002 and 2003, Akal began providing services at four SPCs in El Centro, California; Florence, Arizona; El Paso, Texas; and the Krome facility. As a member of the AGS team, Akal offers ERO complete Krome specific operational knowledge, minimizing transition and operational risk. Akal has managed SPC services at Krome since 2002, first as a prime and then as the minority JV partner under the Doyon-Akal team; and brings valuable lessons learned from those experiences. Akal has demonstrated its strength in:



- Management and staffing
- Training Programs
- Quality Program Management
- Responsiveness, especially in times of crisis or special need.

In 2011, Akal's executive leadership made a corporate decision to become the industry leader for ERO detention services and set out to build a show-case detention management technology system that would solve long standing major concerns for ERO. This transformation was led by corporate leadership, ERO subject matter experts (b)(6),(b)(7)(C) (b)(6),(b)(7)(C) and others), and one of the most innovative technology firms in the country, Cadre5.

“Excellent rapport with the project manager. Very responsive and receptive to our needs and requirements.”

The result is (b)(4),(b)(7)(E) offered exclusively by this team. (b)(4)

– Contractor Officer Representative



AGS 55%	Akal 45%
(b)(4)	

Figure C1-1 AGS team work assignments. Work assignments have been defined for the most efficient task performance based on company capabilities and to enable a minimally disruptive transition.

Partners of Vision for ICE. The AGS team is a joining of strategic visions that are highly beneficial for ICE. AGS' strategic vision is to bring disciplined quality and performance-based management contracting capability to ICE. Akal's strategic vision, leverages lessons learned at El Paso and Krome to deploy a detention facility technology solution across the SPC enterprise that will transform the detention operations and establish a flexible platform for continual growth and innovation over the next decade.

It wasn't easy to find the right teaming partner, we required a partner with a proven understanding of ERO/SPC service delivery, balanced by a corporate culture of integrity and service excellence. As a member of the current incumbent team at Krome, Akal knew that success required teaming with the right 8(a), an 8(a) with a history of service excellence, a willingness to receive mentorship, and a desire to have a strategic long-term relationship. AGS' final selection of Akal and Akal's careful consideration have been validated through our team formation, and the collaborative planning and preparation for delivery of services to ERO. Dedicated to seamless contract execution, the AGS team emerged from the planning phase prepared and ready to deliver exceptional service and ERO's showcase detention management system specifically designed for optimizing SPC operations.

C.1.1.1 Team Summary

The strength of the NANA backed Akima Global Services complex facility outsourcing practice, coupled with the security and detention management capabilities of Akal assures ICE that this team will make the right moves from day-one. An ideally an ideally qualified senior leadership team for Krome, and the advanced technology customized specifically to solve ERO challenges provides ICE/ERO with a best value solution that will enhance the ICE/contractor partnership, improve Krome operations, and make it a showcase facility. Our collective belief is that better results are achieved as a team, working collaboratively with ICE to ensure the highest quality detention management, food and transportation services.

In the following sections we present an introductory overview of the AGS team approach to Project Management, Detention Management, Transportation, and Food Services. We also provide the features of our Quality Control Plan, Transition Plan, Staffing Plan, and Key Personnel.

This introduction of our approach is followed by the Performance Work Statement (PWS) response to the Statement of Objectives sections C.4 through C.21.

C.1.2 Project Management

The three major components of our Program Management approach are:

(b)(4)

(b)(4)



Figure C.1-2. Our integrated approach. *Provides ICE/ERO with break-through visibility into site status and operations.*

The integrated approach provides visibility for all stakeholders as to the status of operational performance. This visibility significantly reduces risk as key performance indicators enable identification and resolution of nonconformancies in standard processes and post orders before problems occur. In any event, effective project management starts with people, the first component of our integrated management model.

C.1.2.1 Project Management Team

We selected each of the Krome project management team members because their individual management philosophies mirror the values of both AGS and Akal. This is an experienced and results-oriented leadership team who sets clear vision and priorities, creates an inclusive environment, and treats everyone with dignity and respect. The (b)(6) key project management staff members have an average 22 years of immigration detention management, law enforcement, other federal agency, and commercial experience, which are described in more detail in Section C.2.9 and Section G of this volume.

The AGS project management team is led by (b)(6),(b)(7)(C) who has extensive, relevant experience directly supporting ICE SPC operations as a 33 year veteran of DHS ICE and legacy INS. (b)(6),(b)(7)(C) was the Assistant Field Office Director (AFOD) and Officer in Charge of the York, Pennsylvania ICE detention center (b)(6),(b)(7)(C). His assignments substantiate his experience with ICE/ERO requirements, standards, and mission objectives. (b)(6),(b)(7)(C) is accountable to the COR and is ultimately responsible for ensuring appropriate communication on status and issues with ICE leadership.

Direct reports to the PM are the APMs, Quality Assurance Manager (QAM), Food Service Manager (FSM), and the Business/Human Resources Manager. Either of the Assistant Project Managers (APMs) is provided full project manager authority in (b)(6),(b)(7)(C) absence.

The Quality Assurance Officer is accountable to the AGS PM; however, he is also a direct report to the company President. This injects appropriate segregation of duty to ensure objective and accurate performance reporting.

The Training Officer is aligned with one APM for span of control, however, he supports the training requirements of the entire organization. This team's whole focus is quality control, risk management, effective communication, sound operational decision making, and comprehensive goal based planning and execution in support of of the ERO mission at Krome. (b)(6),(b)(7)(C) has full authority and autonomy to

manage and make decisions for all aspects of the contract performance and respond to ERO needs. He is supported by AGS corporate infrastructure, with reach back to both AGS and Akal corporate support. Figure C.1-3 shows our project management team and lines of authority.

(b)(4)

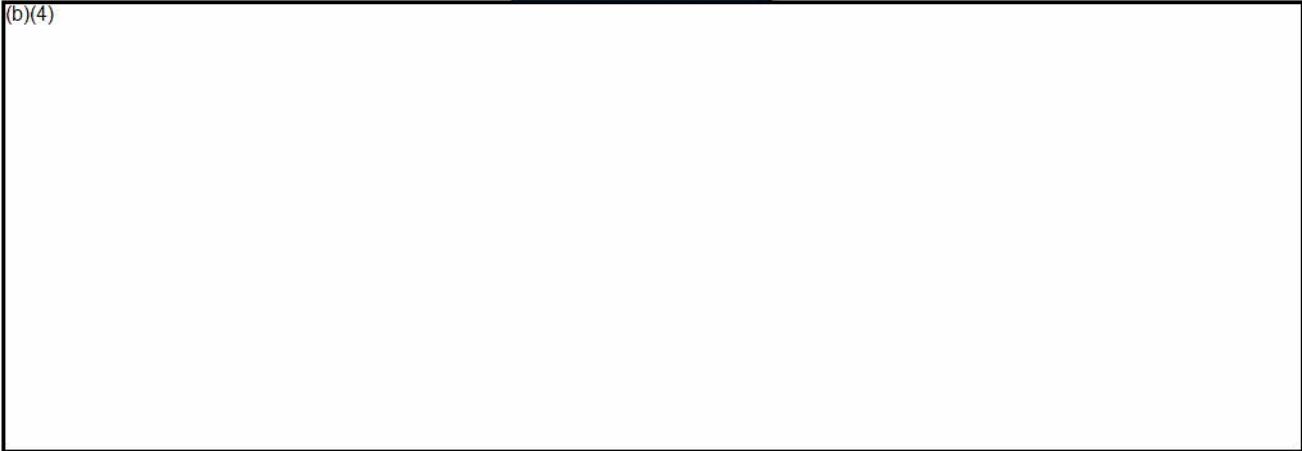


Figure C.1-3. Project Management Team. *The AGS management team aligned for appropriate focus on requirements.*

C.1.2.1.1 Corporate Support

AGS and Akal have committed extensive corporate resources to support the onsite project management team. AGS back office infrastructure and support is provided by the Akima, LLC Shared Services organization as shown **Figure C.1-4**. These groups provide systems, tools, formal processes, compliance, and site audits to support the onsite management team and enable them to focus on the Krome daily operations. Within each Akima Shared Services function, specific individuals are designated as the primary contacts for this contract. For these designated personnel, the Krome contract is their number one priority. The AGS company president or the Project Manager can directly reach into any Shared Services group for support with any back office concerns. The benefit is that ICE is not limited to the local on-site installation resources; you have the power of both corporations to support and assure mission requirements are met.



Figure C.1-4. Corporate Resource Structure. *AGS team corporate resources provide the onsite staff with daily back office support, optimized immediate response to urgent needs, and continuously improved detention management practices.*

In addition to the business support, each company also provides operational expertise from seasoned former ICE leadership. AGS offers (b)(6),(b)(7)(C) for Operations support. Akal offers (b)(6),(b)(7)(C) and (b)(6),(b)(7)(C) for Training, Quality, and Operations. This additional layer of corporate resource provides ICE with subject matter experts who are constantly leveraging their current knowledge and further developing detention services best practices while also relaying the latest best practices to the on-site project management team.

C.1.2.1.2 Effective Communication

Collaboration with ERO guides the AGS team communication approach at all times. Our project management team and our corporate support teams are available to the FOD and his team 24 hours a day, 365 days a week. Our team proactively seeks feedback, exchanges ideas and inputs and confirm approvals from the FOD and his designees. The primary goal is to maintain timely progression of the project execution in accordance with the work scope; making necessary recommendations and revisions to meeting the objectives successfully; and working through any project challenges or issues in a timely manner to maintain project schedule and quality. (b)(4)

(b)(4)

(b)(4),(b)(7)(E)

(b)(4),(b)(7)(E)

(b)(4),(b)(7)(E)

C.1.2.2.2 System Security

(b)(4)

(b)(4)



(b)(4),(b)(7)(E)



(b)(4),(b)(7)(E)

(b)(4),(b)(7)(E)

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Use or disclosure of data contained on this sheet is subject to the restriction on

(b)(4),(b)(7)(E)

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(b)(4);(b)(7)(E)

C.1.2.3 Quality Management System

The third component of the integrated framework is the Quality Management System (QMS). Our corporate ISO 9001:2008 compliant QMS requires the use of a systematic approach for the control and continuous improvement of products and processes delivered to our customers. We employ the well-known Deming Cycle, a process that iterates through four stages: Plan – Do – Check – Adjust (also known as the PDCA cycle). Figure 2.1-6 demonstrates high-level aspects of this approach.

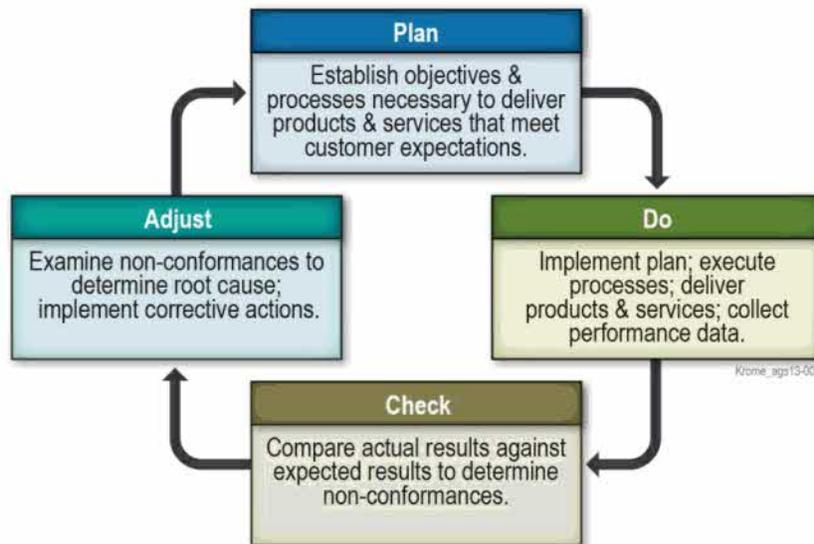


Figure C.1-6. The Deming Cycle. *The Deming Cycle guides our systematic approach to product and process control and improvement.*

As it applies to Krome, “Planning” includes the incorporation of objectives identified in the ACA ALDF and ICE 2011 PBNDS, the approaches we have identified in in the PWS, and the measurements we have identified in the AGS inspection-level Performance Work Summary (PRS) that is an attachment to this QCP. “Doing” means these plans will be implemented upon award and we will collect actual performance data as part of our routine work processes and report results as part of our project management processes. “Checking” will be the comparison of actual performance against expected performance (the “Acceptable Quality Level,” or AQL) to determine non-conformances. “Adjusting” will involve analysis of the actual performance data to determine why the non-conformance exists, and development and implementation of a corrective action plan to bring performance back into conformance with ICE expectations. These are discussed further in subsequent sections of this QCP. In addition to incorporation of these PWS and PRS specific procedures, our QMS also specifies several “system-level” procedures designed to guide the following functions:

are legible and that the current versions are available at the point of use. Also ensures that obsolete documents are controlled and documents from external parties (such as customers) are incorporated.

- **Control of Records** - A procedure to control the identification, storage, protection, retrieval, retention and disposal of records.
- **Internal Audit** - A procedure to define a planned program of audits to ensure our processes meet both ISO 9001:2008 requirements and contract level requirements. Also covers reporting, follow up and records of these audits.
- **Control of Non-conforming Product and Service** - A procedure to ensure that non-conforming product is not used, non-conforming services are not accepted, and action is taken.
- **Corrective Action** - A written procedure to ensure that root causes of problems are identified and actions taken to correct them. Actions must be verified to ensure effectiveness.
- **Preventive Action** - A written procedure to identify potential problems and eliminate them before a problem occurs.

Leveraging our corporate QMS, the AGS team (1) provides advanced metrics, including trending of program level outcomes as well as detailed process performance; (2) employs a Quality Team including the COR and COR designated ICE personnel; and (3) collects, analyzes and leverages automated information system transactional level data on people and property in quality assessments and in responses to legal and consular inquiries. For the first time ICE will capture the data to prove compliance to standards and use of services by detainees.

C.1.3 Detention Management Services

(b)(6);(b)(7)(C) his management team, and their highly-trained detention staff will provide a safe and secure environment for all detainees, visitors, and staff under the supervision of the Krome SPC. We provide a civil detention environment rather than a correctional environment, stressing effective staff/detainee monitoring and communication and open staff/ICE communication. The AGS team will meet ICE PBNDS 2011 expected practices, using American Correctional Association, Performance-based Standards for Adult Local Detention Facilities, and 4th Edition (ACA) standards as a primary backup where PBNDS doesn't apply. The features of our detention management approach include:

- (b)(4)
-
-

The AGS team provides a safe and secure environment through effective building and grounds security by establishing a secure perimeter and controlling access and egress points in accordance with PBNDS 2011 section 2.4 "Facility Security and Control" and ACA standards. Facility security, life-safety and communication systems will be continuously monitored by a secure Control Center.

(b)(4);(b)(7)(E)

(b)(4);(b)(7)(E)

C.1.3.1.1 Exterior

(b)(4);(b)(7)(E)

C.1.3.1.2 Perimeter

(b)(4);(b)(7)(E)

C.1.3.1.3 Interior and Critical Assets

(b)(4);(b)(7)(E)

(b)(4),(b)(7)(E)

Figure

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(b)(4);(b)(7)(E)

(b)(4);(b)(7)(E)

(b)(4);(b)(7)(E)

(b)(4);(b)(7)(E)

C.1.3.3 Training

The AGS team best value training program is provided through certified training instructors to all its staff officers and headed by Training Director (b)(6);(b)(7)(C) who personally oversees all aspects including implementation and continued operations of the program. Along with an on-site full-time trainer, a corporate trainer is provided to support all initial training, on-the-job training, supervisory training, and refresher training. The Training Officer (b)(6);(b)(7)(C) has extensive training and knowledge in PBNDS/ACA riot and disturbance response techniques. He is prepared to coordinate a training regimen that exceeds that of PBNDS. The program ensures that each member of the Disturbance Control Team is capable of performing their responsibilities with any other member. DCT members are spread throughout the staffing model to ensure that a quick reaction force is always available on the facility, giving the ability for additional members to be called in if necessary.

Director of Training

(b)(6);(b)(7)(C)

29 years ICE/Legacy INS Training

Training Officer,

(b)(6);(b)(7)(C)

30 years Corrections and Detention Training

(b)(4);(b)(7)(E)

(b)(4):(b)(7)(E)

C.1.3.3.2 Off-site Miami Training Facility

A tentative lease agreement has been secured for a 1600 square ft. training and recruitment facility located at 16650 SW 88th Street, Miami, FL 33193 pictured in **Figure C.1-12**. Just a short 5 minute drive from the Krome facility, the following training is conducted at this off-site location:

- Classroom training for PBNDS and ACA
- Less than lethal hand-to-hand tactics
- Verbal judo
- New hire initial training
- Annual refresher training.



Figure C.1-12 Offsite Training Facility. *Short drive to the training facility ensures ease of scheduling and attendance.*

C.1.3.4 Detention Management Summary

The AGS team offers a game changing detention management solution, designed specifically for Krome. The approach brings the Krome SPC to a showcase facility status, fortifies safety and security, provides a shared ICE/contractor platform, and enables direct monitoring and verification of PBNDs and ACA compliance.

C.1.4 Transportation

ERO manages the custody for one of the most highly transient and diverse populations of any correctional or detention system in the world. The transportation services team is usually the first time detainees encounter ERO.

The culturally diverse makeup of the detainee population and existing policies and training protocols mandates civility and respect during all interactions. The ICE best value approach is a demonstrated commitment to cultural sensitivity that is reflected in staff acceptance and honoring of various cultural traditions.

To assist transportation officers in providing a safe and protective environment and in controlling the population, all shifts are staffed with individuals who are fluent in languages such as Spanish and Creole. We train our transportation officers to showing respect for each detainee and working hard to relieve the stress associated with being brought into custody, the detainee has a positive first impression that can set the tone for an uneventful stay at the Krome SPC. Moreover, cultural sensitivity is ingrained into every aspect of the service we provide.

C.1.4.1 Chain of Custody

(b)(4)

(b)(4)

(b)(4);(b)(7)(E)

(b)(4);(b)(7)(E)

(b)(4);(b)(7)(E)

This approach provides safe, secure and orderly transportation, and off site monitoring services to meet the needs of ICE-ERO. We ensure low risk mission success through staffing, fleet management, efficient route planning, DOT compliant training, and quality assurance. Our procedures comply with all contract requirements, Post Orders, PBNDS 2011 and ACA.

C.1.3.2 Dual Supervision of Transportation Staff

In order to better control operations the AGS team Transportation Services Unit (b)(7)(E)

(b)(7)(E)

(b)(7)(E) The TSU procedures ensure staff and detainee safety and security at all times.

(b)(7)(E)

(b)(7)(E)

(b)(7)(E) provides support for both transportation and off-site stationary monitoring of detainees with medical; dental and various other special needs and augment ICE-ERO staff as required by the COR. An example of a shift schedule is provided in **Figure C.1-14**.

Time	Teams Assigned	Transportation Routes or Detail
0600-1400	(b)(7)(E)	Early medical appointments, visits to the consulates or unexpected emergency movements
1400-2200		BI runs for releases, in-bound flights arriving late afternoon to early evenings, drop offs to the airports for departs
2200-0600		IAO flights, deport drop offs late night to early mornings , as well as accommodations for unexpected emergencies

Figure C.1-14. Example Shift Schedule - Efficient coverage for all requirements with the requisite trained, licensed, and certified staff.

(b)(4);(b)(7)(E)

(b)(4);(b)(7)(E)

The AOU assists with all ICE-ERO operations at Miami International Airport. This includes in-terminal meet and greets and air operation transfers on the tarmac for both domestic and long range missions. To ensure continuous operations we abide by all MIA rules and regulations and include these rules in our standard operating procedures (b)(4);(b)(7)(E) - making them easily accessible for officer review. We require that all AOU staff review these rules and regulations and remain compliant. The MIA policies are included in the transportation new-hire and refresher training class. All required documentation for vehicle permits and maintenance records are maintained (b)(4);(b)(7)(E) for CO/COR review at any time.

Our management team has a combined average of over 26 years of experience in deportation with ICE and legacy INS. We provide additional and continual on the job training for the meet-and-greets, secondary operations, and departure procedures culminating in positive contacts with team members and departing individuals in ICE-ERO care.

(b)(4);(b)(7)(E)

(b)(4);(b)(7)(E)

C.1.3.4 Transportation Services Summary

Our best value proposition for transportation services includes t

(b)(4)

(b)(4);(b)(7)(E)

(b)(4);(b)(7)(E)

We provide dual supervision of transportation staff to better manage operations. Understanding detainee anxiety at meet-and-greets, our transportation officers are trained to be sensitive to cultural considerations, to make a positive first impression, and to set a calm tone for the detainees' initial experience with Krome SPC.

C.1.5 Food Services

The strengths of the AGS team food services proposal includes:

- Food Services Expertise: AGS has the right mix of large-scale food services experience to deliver exceptional services to ICE Krome SPC
- (b)(4)
- Clean, Sanitary, and PBNDS-compliant: AGS brings the military precision and strict DoD performance-based food services management to the Krome SPC ensuring a clean, sanitary, and well-run food services program

Food Services Management Expertise

The approach to food service management is designed to meet all applicable ICE policies and procedures for food service and provide nutritionally sound, appealing, and culturally sensitive food to all detainees. Serving a combined 10,000+ meals per day, the AGS team has 10+ years of large-scale award-winning food services management experience. In addition, the AGS Food Service Manager, (b)(6);(b)(7)(C) is a trained and certified culinary chef with over 25 years of experience in nutrition, menu planning, meal preparation, and food service management.

Currently at the Red Dog Mine in remote Northwest Alaska and Grand Isle Shipyards in Galliano, LA, Akima provides three daily meals for over 1,900 people. At the U.S. Merchant Marine Academy we provide food service on a 7x24 basis for over 700 midshipmen. At Marine Corp Air Station Kaneohe Bay, Hawaii, Akima provides food service on a 7x24 basis serving about 3,000 meals per day during

Proven Success

US Marie Corps Base, Kaneohe Bay, Hawaii

Food Service Operations

- 3,000+ meals served per day
- Services include:
 - Food preparation
 - Meal Service
 - Equipment maintenance
- Won the General W.P.T. Hill Award for Excellence in 2006, 2007, and 2008.



Figure C.1-16. Sanitation is Highest Priority. Dining facilities inspections require clean sanitary conditions after every meal

normal operations and up to 4,000 meals per day during surge periods. All these facilities require meal planning, ordering, warehouse/forklift operation, emergency food planning, special diets, religious holiday meals, the highest levels of sanitation, dietitians and kitchen staff. When the General comes through the dining facilities at Kaneohe Bay, he expects nothing less than sanitized and sparkling surfaces, equipment, and floors; clean food preparation uniforms; and equipment well maintained and calibrated for safe food storage.

Figure C.1-17 details five contract references for large-scale food services management.

Capability/Experience	Description
Food Services	<ul style="list-style-type: none"> • US Merchant Marine Academy: Daily food service for 700+ midshipmen. • Fort Gordon: 25,000+ food orders and receipts per month. • McMurdo & South Pole Stations, Antarctica: Food services for 1200 personnel. • ICE El Paso: Daily food services for 510 SPC detainees on average. • ICE Krome: Daily food services for 500+ SPC detainees.

(b)(4);(b)(7)(E)

ICE is responsible for the safety and well-being of every detainee during their stay at Krome. It is critical that all items that could constitute a danger to detainees or facility personnel are closely monitored and controlled. (b)(7)(E);(b)(4)

(b)(4);(b)(7)(E)

(b)(4);(b)(7)(E)

Additionally, the FSM maintains a master inventory of all knives, sharps and tools in the food service area and stores them (b)(7)(E)

(b)(7)(E) Inspections are completed after each meal setting and prior to the release of detainees from any shift. Quarterly and annual inspections are also performed. We use these inspections to confirm that the correct numbers and types of sharps and tools are secured and accounted for at all times. If a knife or tool is misplaced or lost, staff immediately notifies the FSM who provides a written report of loss immediately to the COR or ICE designee and the Supervisory Immigration Enforcement Agent on duty. (b)(4)

(b)(4) (b)(4);(b)(7)(E). The cook supervisor on duty will notify detainees who may have had access to the missing sharp or tool in the area until a thorough search is conducted and the missing item is accounted for and the detainees are cleared for release by the project manager.

(b)(4)

(b)(4); (b)(7)(E) (b)(4) (b)(4);(b)(7)(E)

(b)(4);(b)(7)(E)

In summary, AGS brings military precision and strict DoD performance-based food services management to the Krome SPC ensuring a clean, sanitary, and well-run food services program. AGS consistently delivers highly rated food services at a variety of military installations. Our DoD customers demand nothing but the cleanest and most sanitary kitchen and eating areas, and AGS will bring the same high caliber food services to the Krome SPC in our efforts to raise the Krome SPC image to a showcase ICE ERO facility.

Proven Success

US Merchant Marine Academy

Food Service Operations

- 2,000+ meals served per day
- Services include:
 - Food purchasing
 - Food storage
 - Food preparation
 - Meal service
 - Equipment maintenance
- Received 98.5% “Superior-gold” rating during Occupational Health & Safety

C.1.6 Quality Control Plan

Our Quality Control Plan (QCP) describes how AGS will implement our QMS on the Krome Service Processing Center (SPC) contract. Our methodology includes four components:

- **Inspection.** The “Plan” and “Do” portions of the Deming cycle, we describe how we measure performance, what we measure and when we measure it. These plans are subject to negotiated change, and operational adherence to the plans is subject to internal and ICE audit.
- **Evaluation.** The “Check” portion of the Deming cycle, we describe how we compare actual performance versus expected performance to identify non-conformances.
- **Reporting.** While not part of the Deming cycle, it is critical on performance based efforts to share performance data with customers to collaboratively improve quality levels.
- **Improvement.** The “Adjust” portion of the Deming cycle, we discuss how we collaborate to determine the root causes of non-conformance and develop solutions to bring processes back into conformance.

These common corporate components are supplemented by an attachment listing our individual performance standards for the contract. The QCP also addresses three other project unique components specified in the SOO, addressed in separate attachments to the QCP, as noted below:

- **Attachment A** – Inspection-level Performance Requirements Summary (PRS)

- Attachment B – Supervisory Plan
- Attachment C – Communications Plan
- Attachment D – Emergency Food Service Plan
- Attachment E – ACA Expected Practice Requirements

Figure C.1-19 below provides an overview of our performance-based Quality Control Methodology.

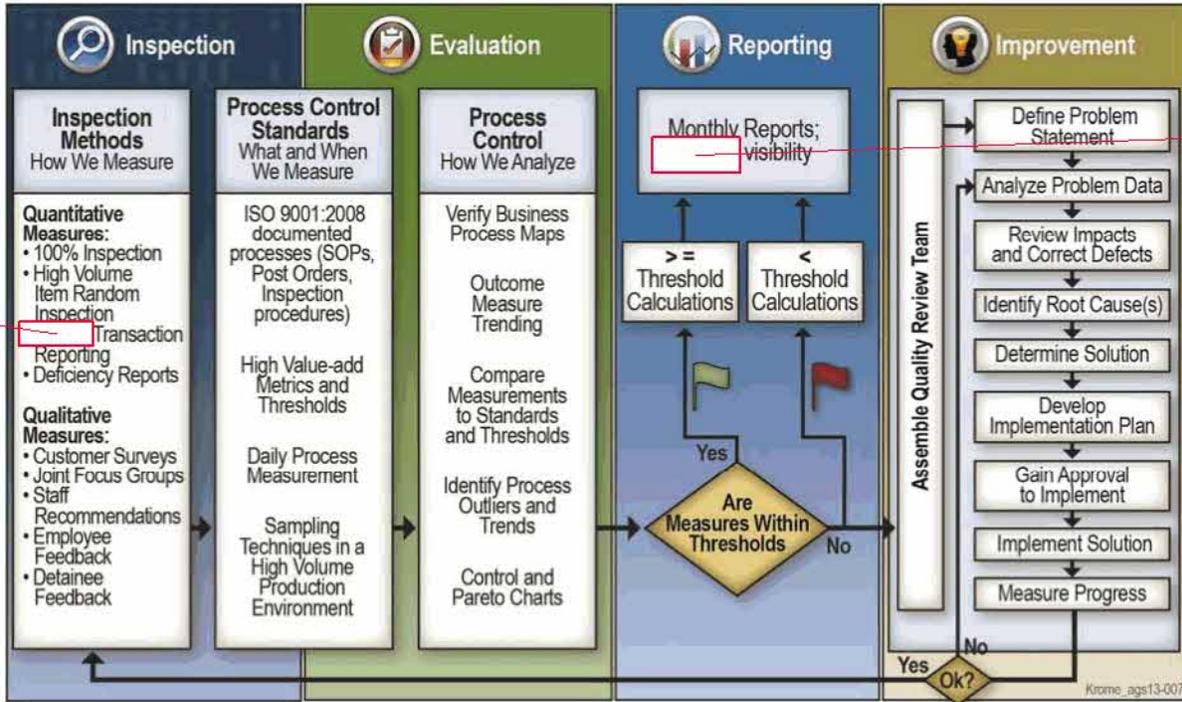


Figure C.1-19. Quality Control Methodology. We tailor our ISO 9001:2008 compliant QMS to provide a systematic approach for the control and continuous improvement of products and processes delivered at Krome SPC.

In addition to incorporating our ISO 9001:2008 compliant QMS, we describe our inspection approach.

(b)(4)

(b)(4) (b)(4);(b)(7)(E) We have identified 233 individual performance standards we

will inspect and report on in Attachment A to the QCP, an *inspection-level* Performance Requirements Summary (PRS) that maps to the ICE ERO QASP. Our PRS also identifies high level outcome measures used to track program goals. These measures will be calculated monthly, trended and shared with ICE to demonstrate our effort is achieving the high level required results.

The Quality Management System (b)(4);(b)(7)(E) is comprised of a comprehensive library of policies, plans, business processes, training, and information systems. These interdependent processes and technology incorporate the discipline of ISO-9001:2008 and have a common purpose of properly focusing total contract resources to achieve or exceed contract performance levels. The QMS documents provide structure and guidance for compliant performance and effectively facilitate our ability to:

- Execute
- Manage Risk
- Control Costs
- Manage the Workforce Performance

AGS and its subcontractor teammate Akal utilize the same standard operating procedures, processes, and technology. Our subcontractor is held to the same standards of performance. All personnel are trained in the procedures for work they are assigned. Staff performance is monitored by supervisors, project management, and quality staff. All employees are also individually accountable for quality performance; and high quality performance is recognized and rewarded.

(b)(4)

C.1.7 Transition

The following are the strengths of the AGS team transition plan:

- Dedicated Transition Staff: AGS's transition team approach provides proper and timely management and execution of all transition activities ensuring full contract operations on day-1.
- Low-risk Transition: AGS large-scale transitional experience coupled with major subcontractor Akal's incumbent experience at the Krome SPC and other ERO facilities provide ICE with a capable team who will make the right moves from day-1.

• (b)(4)

AGS, with the support of the shared services resources of Akima, LLC brings a history of success transitioning large programs – on time, without disruption to the mission, employees or the government. Employing a well-tested and proven plan, Akima has consistently retained key incumbent staff, seamlessly sustained operations, and met every customer requirement.

Any transition from a long-term incumbent contractor requires significant detailed planning and strong execution. Within the past several years, Akima has transitioned a significant number of contracts encompassing a wide array of disciplines and functions, including large DoD facility outsourcing contracts such as US Army Fort Gordon and US Air Force Mac Dill installations; and the Lawrence Livermore National Laboratory technical services contract. Each of these contracts required transitioning a large (300+) personnel union workforce with multiple duties over a broad scope of work within less than 60 days. From those directly relevant experiences, and others, Akima has fine-tuned our Transition Playbook and applied lessons learned. Our experiences confirmed that active incumbent capture immediately after award, a dedicated transition team, clearly communicated expectations with the Government and the incumbent employees maximize the probability and opportunity for transition success. We apply all lessons learned from successful large transitions to ensure the transition success for the Krome SPC contract.

We have spent nearly a year preparing for this opportunity and as a result have developed a comprehensive transition strategy for the unique challenges of this contract. One of the key reasons we chose Akal as our subcontractor teammate was to help mitigate some of the risk of transition. Their incumbent institutional knowledge brings efficiencies in transitioning staff, establishing procedures, post orders, training plans, and other deliverables required during transition.

The entire effort is unified under a single Transition Manager who ensures all efforts operate in a synchronized and coordinated manner. This approach is one of Akima's principal lessons learned from similar transitions. It benefits the government because transition support and operations management personnel focus on those aspects of transition they are most effective at addressing, while enabling the

staff to remain focused on maintaining mission objectives which they are most adept at handling and executing.

To provide low risk and high confidence for all transition activities to ICE-ERO at the Krome SPC, the AGS team has assembled a team with specific expertise in ICE/ERO SPC operations, labor relations, human resources management, recruiting, contracts, procurement, property management, quality, and safety. All of the team activities are closely coordinated and managed. The management of the tasks is facilitated with a shared web portal

(b)(4);(b)(7)(E)

(b)(4);(b)(7)(E);(b)(6);(b)(7)(C)

In addition, our program allows transition managers and ICE stakeholders to:

(b)(4);(b)(7)(E)

AGS uses proven processes and procedures, developed and honed during the course of numerous contract transitions, to ensure we are prepared to deliver high-quality support to our customers at each site from day-one of this contract. Our comprehensive transition strategy reduces risk by being flexible to changing conditions and by assigning the management of the transition to a seasoned team of professionals and support staff. We operate from a predefined and detailed ISO-based phase-in checklist and in accordance with a comprehensive timeline. We have an experienced transition organization who applies the know-how to attract, hire and retain highly qualified, trained, and certified personnel.

C.1.8 Staffing

The features of our staffing plan include our ability to right-size the organization

- Right size (cross utilization, flexible schedule, BOE, Supervisor to DSO ratios) 100% compliance at optimal levels
- (b)(4);(b)(7)(E) BOE (visibility, accountability, efficiency)

- Seamless Team

Our ability to staff each installation with a qualified, trained, and productive workforce leverages the use of the incumbent workforce to offer ICE maximum productivity, continuity of operations, and the lowest risk staffing option during transition of the contract. Our solution accommodates variations in the detainee population and allows us to move resources where they are needed by utilizing a cross-trained staff. The plan provides for 100% Performance Based National Detention Standards (PBNDs) compliance, muster time, shift changes, firearms issuance, training, and relief.

Right-sizing

We paid particular attention to techniques such as cross utilization and flexible scheduling to develop a Basis of Estimate (BOE) that reduces overall headcount at Krome SPC while maintaining optimal PBNDs standards in visitation, recreations and the law library. As a result we have staffed the SPC with (b)(7)(E) management positions, supervisory positions and staff positions during weekdays. Fewer staff work weekends and holidays. In addition to considering cross training and flexible scheduling, we took into consideration the experience of our team member Akal who has actual historical data providing these same services at Krome, and the experience of our PM team and corporate resources that have extensive experience running SPC facilities. To ensure realistic and accurate staffing, we benchmarked these results against historical data from the experience of our key personnel and other teammate project sites for similar functions. These analyses confirmed our observations from the site visit that rightsizing was in order.

(b)(7)(E);(b)(4)

Seamless Team

AGS and Akal have worked to ensure staff are supervised evenly, receive the same training, perform the same activities, have equivalent compensation and benefits, follow the same employee handbook and are subject to the same disciplinary actions. Our experience is that integrated teams provide the best results in performance-based efforts, but to maintain team integrity all staff must perceive equal treatment.

Culture is the shared attitudes, values, beliefs, goals, and practices of an organization. It is the sum of how we think and operate as a group. The AGS leadership team establishes an intentional culture around our key values and emphasizes these values in messaging and by leadership example. The selection of our project manager to manage this staff is not only due to his technical capability, but also largely due to his demonstration the outstanding leadership traits that build and sustain a culture that results in a healthy, high-performing organization.

C.1.9 Key Personnel

The following are the strengths of our key personnel leadership team:

- ICE ERO Operations Expertise: The Project Manager and one of the Assistant Project Managers come with a combined 46 years of experience managing efforts across the ICE ERO mission. This provides the confidence that the AGS team will operate this contract successfully from day one.

- Access to Corporate National ICE Management Team: Provides additional corporate oversight and resources for ICE and the AGS on-site key personnel.
- The key personnel knowledge of ICE/ERO and SPCs; and commercial experience forms the basis of a trusted ICE/contractor relationship. The team understands the mission; they have lived; they will be in lock-step with ICE on day-1.

ICE ERO Operations Expertise

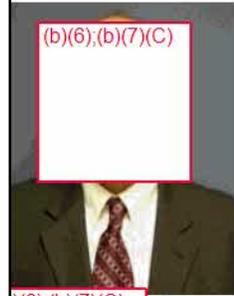
AGS formed our Krome Project Management team to include highly-qualified and experienced ICE detention management leaders. The proposed key personnel have intimate knowledge of supporting the ICE ERO mission. Overall, our project management team has an average of more than 25 years of ICE detention management leadership, other federal agency, and commercial experience. Our proposed Project Manager (b)(6);(b)(7)(C) and his team fully understand the staffing and technical requirements for managing the Krome SPC, and their presence ensures a smooth transition and successful performance of the new contract.

AGS Project Management Team at a Glance

Name/Role	Total Years' Experience	Qualifications/ Key Takeaways
(b)(6);(b)(7)(C) Project Manager	30	<ul style="list-style-type: none"> • Over 30 years Immigration and Customs Enforcement (ICE) experience • AFOD leadership experience at similar detention facilities, adhering to PBNDS and ACA standards • Over 20 years of supervisory experience
(b)(6);(b)(7)(C) Assistant Project Manager	25	<ul style="list-style-type: none"> • Leadership experience at Krome Service Processing Center (SPC) • ACA and PBNDS auditor • Extensive experience addressing detention and deportation issues, investigations of detainee problems, security surveillance and ensuring facility compliance per PBNDS and ACA standards
(b)(6);(b)(7)(C) Assistant Project Manager	26	<ul style="list-style-type: none"> • FBI Special Agent • Communication intermediary between various local, state and federal law enforcement agencies and court systems • Extensive internal and external investigations experience
(b)(6);(b)(7)(C) Quality Assurance Manager	30	<ul style="list-style-type: none"> • Current Quality Assurance Manager at Buffalo Federal Detention Facility, Batavia, NY • 30+ years detention and correctional experience • Additional specialty in Detention Food Services Management
(b)(6);(b)(7)(C) Training Officer	30	<ul style="list-style-type: none"> • Current Training Coordinator at Buffalo Federal Detention Facility, Batavia, NY • Ensures all PBNDS and ACA standards are adhered to and properly documented • 30 years of ICE/Legacy INS experience.

Project Manager (b)(6);(b)(7)(C)

(b)(6);(b)(7)(C)



(b)(6);(b)(7)(C) Project
Manager

(b)(6);(b)(7)(C)

Assistant Project Manager (b)(6);(b)(7)(C)

(b)(6);(b)(7)(C)

Assistant Project Manager (b)(6);(b)(7)(C)

(b)(6);(b)(7)(C)

Quality Assurance Manager (b)(6);(b)(7)(C)

(b)(6);(b)(7)(C)

(b)(6);(b)(7)(C)

Training Officer

(b)(6);(b)(7)(C)

(b)(6);(b)(7)(C)

AGS Corporate National ICE Management Team

In addition to our Key Personnel, the AGS team has developed a Corporate National ICE Management Team dedicated to delivering the most comprehensive and innovative detention management, food and transportation services, while adhering to 2011 PBNDS. This additional layer of corporate oversight provides ICE with Quality Assurance and Training Directors who are constantly leveraging their current knowledge and further developing their ICE ERO best practices while relaying the latest best practices to the on-site Krome SPC project management team.

(b)(6);(b)(7)(C)

AGS Corporate Operations Director

(b)(6);(b)(7)(C)

(b)(6);(b)(7)(C)

Akal Corporate Quality Assurance Director

(b)(6);(b)(7)(C)

(b)(6);(b)(7)(C)

Akal Corporate Training Director

(b)(6);(b)(7)(C)

(b)(6);(b)(7)(C)

This team has the experience and knowledge to start on day-1 without orientation. Much of the team has already worked together. Their individual strengths provide confidence that the job is being expertly handled.

C.1.10 Past Performance

The AGS team brings:

- 100% relevant past experience (exact experience to do this job)
- Performance-based experience with complex integrated program large facility based outsourcing
- Directly related experience in DoD institutional settings

Akima companies provide prime contractor complex program management and integration of multiple services for large DoD installations and DoE laboratories; including US Army Forts Gordon, Georgia Knox, Kentucky; and Carson; Colorado; US Air Force installations at MacDill, Florida and Canon, New Mexico; DoE laboratories at Lawrence Livermore, California and Hanford, Washington, to name a few. At these large military and DoE installations Akima companies deliver complete facility outsourcing scope of work directly aligned to DHS/ICE SPC management requirements.

All of these contracts are performance-based, many of which are valued at more than \$200 million; and all with large CBA covered workforces of 200+ personnel with strict security, background checks, fit-for-duty physicals, licensing, and certification requirements. Amongst these contracts, scope includes sophisticated project management, transportation, food services, and all of the administrative requirements of detention management.

For example, at Fort Gordon, Akima processes-in (intake) and processes-out (release) of over 14,000 soldier students each year; and supports deployment of over 7,000 troops – with services that include personnel records management (same involvedness as detainee files management), soldier personal property accountability, and issuance of uniforms and equipment (guards management). Soldier personal property management brings the same levels of heightened sensitivity as detainee property. If a Soldier is concerned about whether or not his personnel effects are being handled appropriately, he's not focused on his mission. Similarly, detainees are concerned with the safety of personal property that may include their entire life's net worth. Akima has refined property management procedures and systems to a point of 100% accountability.

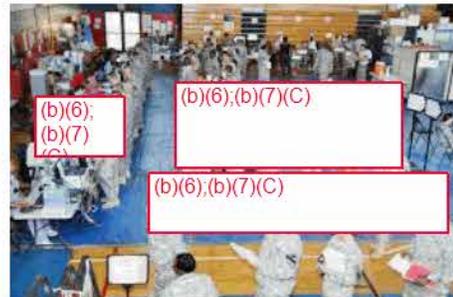


Figure C.1-21 Soldiers Processing. *The AGS team manages the In and Out processing for over 22,000 Soldiers each year.*

These military and DoE contracts also include transportation services, where Akima transports Soldiers, their families, and student cadets over two million miles each year in buses, jitneys, and specially equipped vans for wounded warriors:

United States Military Academy at West Point, NY: Akima provides daily transportation services for approximately 4,400 cadets; and maintains 1,000 passenger, commercial, tactical, construction, and emergency vehicles.



Figure C.1-22. Sanitation is Highest Priority.
 Dining facilities inspections require clean sanitary conditions after every meal

Fort Gordon, GA: Akima maintains 523 vehicles in the Transportation Motor Pool; provides bus operations and provides CDL drivers to transport soldiers and dependents to local medical facilities, hotels, airport, and other designated location within the region.

At the Red Dog Mine in remote Northwest Alaska and Grand Isle Shipyards in Galliano, LA, Akima provides three daily meals for over 1,900 people. At the U.S. Merchant Marine Academy we provide food service on a 7x24 basis for over 700 midshipmen. At Marine Corp Air Station Kaneohe Bay, Hawaii, Akima provides food service on a 7x24 basis serving about 3,000 meals per day during normal operations and up to 4,000 meals per day during surge periods. All these facilities require meal planning, ordering, warehouse/forklift

operation, emergency food planning, special diets, religious holiday meals, the highest levels of sanitation, dietitians and kitchen staff. When the General comes through the dining facilities at Kaneohe Bay, he expects nothing less than sanitized and sparkling surfaces, equipment, and floors; clean food preparation uniforms; and equipment well maintained and calibrated for safe food storage.

At the Lawrence Livermore National Laboratory (LLNL), Akima provides 31 security escort posts with 24/7 coverage, who are responsible for reporting incidents, threats, accidents, unsafe conditions, or breach to the LLNL customer.

Additionally, Akima has over 35 years of experience providing security services to some of the world's largest oil and gas companies on Alaska's North Slope. We have over 300 armed guards providing access control, perimeter, emergency medical services, and roving patrols for drilling locations. We also supply perimeter security for FAA air traffic control radar sites including armed and unarmed guards, critical infrastructure protection, dispatch operations, incident management, security audits, consulting, and special events security.

While AGS has substantial and comparable past performance, the unique safety and security requirements of an SPC requires specific ERO experience, knowledge, proven processes, and depth of corporate capability to minimize risk and ensure all contract requirements will be achieved within optimal PBNDS and strict ALDF performance requirements. As such, AGS invited Akal Security, a current leader in ICE detention management, to be our major subcontractor for this effort and bring a best-value solution.

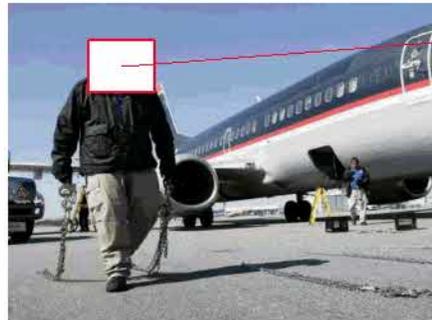
In 1980, Akal Security, Inc. started as the first of what has now become the Akal Group. They have grown to a family of four American-owned and separately operated companies which collectively employs over 7,500 security professionals worldwide operating in 26 countries. Through these companies, Akal is a prime provider of physical security, security consulting, and training services to a broad base of U.S. and international customers. For more than 30 years Akal has provided professional and expertly trained



Figure C.1-23. Vehicles searches at US Army Installation. Every visitor and vehicle entering grounds are thoroughly processed and searched when required.

managers, supervisors, and security officers to U.S. Government agencies, including DHS ICE, NASA, and the US Marshals Service.

Akal brings significant strength, experience, and knowledge of SPC operations currently managing over 1400 beds at two SPC locations, Krome and El Paso. With 10 years of Krome SPC experience, as both a current partner on the prime contractor incumbent team as well as the prime contractor on the previous contract, Akal brings the most complete Krome-specific facility and operational knowledge of any contractor; minimizing ICE/ERO transition and operational risk. Akal is also on the prime contractor team managing the El Paso SPC – providing Detention Management, Food Services, and Transportation within PBNDS and ALDF compliance.



(b)(6);(b)(7)(C)

Figure C.1-24. Security for ICE Air Operations/JPATS. Akal provides comprehensive security solutions for ICE through contract with CSI Aviation.

For the Justice Prisoner Alien Transport Services (JPATS), Akal provides guards to accompany detainees on the flights providing meals and hygiene break supervision. Guards maintain constant physical control, security, and safety of prisoner detainees; and perform aircraft searches, detainee pat downs, and assist in performing inventory of and handling detainee property.

As subcontractor to CSI Aviation Services, Inc., Akal provided detention and transportation services for the safety and security of ICE detainees on board leased aircraft provided by CSI Aviation Services, Inc. (b)(7)(F)

As a prime contractor for the DOJ United States Marshals Service, Akal provides approximately 5,000 Court Security Officers (CSOs) who serve as Special Deputy U.S. Marshals, providing law enforcement services at federal court houses. CSOs protect and escort the judicial family, including Judges and witnesses when they travel to locations outside the courthouse, they protect facilities and personnel from threats of terrorist attack, provide rigorous access control, and protect and uphold the dignity of the courtroom.

Akal also brings significant DoD experience. For the U.S. Air Force, Akal provides 520 armed guards for 14 U.S. Air Force Bases, including access control, escort services, roving and fixed posts, 24/7 Emergency Command Control Center and emergency and crisis response. For the U.S. Army, Akal provided 520 armed security guards that freed Army troops for their other responsibilities. Because this was an initial, cold-start effort, without transition or incumbent guards in place, Akal was required to recruit, screen, hire, and train new armed guards from the local community. Akal guards improved access control results, greatly increasing the number of unauthorized persons and vehicles refused entry, as well as significantly increasing the quantity of contraband items—including drugs and weapons—which were discovered and confiscated during screening.

Combined Team Complementary Past Performance



These contracts demonstrate an exceptional level of experience providing performance-based high-quality detention management, transportation, and food services. Our customer references validate our success in delivering personnel and high-quality services on schedule, within budget, and with a high degree of customer satisfaction.

Together, AGS and Akal have over 30 years of large-scale performance-based program management experience. Many of

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.
 Figure C.1-25. 24/7 Command and Control Center Operations. Guards monitor facilities and constantly communicate with guards 24/7.

these large, complex contracts deliver services comparable to those found at Krome. Specifically, this includes - but is not limited to – detention management, PBNDS 2011 compliance, transportation services, vehicle acquisition and maintenance, developing transportation routes, creating emergency transportation plans, armed guard services, property control, food services, menu planning and meal service, food preparation, therapeutic and special diets, emergency food service plans, sanitation, inventory, and controlling restricted tools.

Together, AGS and Akal offer ICE a superior team with complimentary in-depth experience unmatched by any other Krome competitors.

C.1.11 Summary

AGS and our subcontractor teammate, Akal, came together to formulate a game-changing SPC management solution that will minimize or eliminate long-standing pain points, provide a laser-like and transparent focus on all facility activities 24/7, establish a platform for contractor / ICE collaboration and partnership; and transform Krome into a showcase facility. In summary, ICE receives the following value with a selection of the AGS team:

Experienced and Qualified SPC Contractor Team ensures cost effective and efficient management; with no mis-steps.

- **Akima Global Services, LLC (AGS):** An 8(a) prime contractor effectively managing large cost reimbursable and fixed price performance-based contracts backed by robust NANA financial resources, and a DCAA approved accounting system
- **Akal Security, Inc (Akal):** A large business subcontractor with a 12-year history of partnering with ERO managing SPC facilities and 30 years effectively managing prime federal contracts.

Experienced Personnel with shared and in-depth understanding of the ICE ERO challenges are ready on day-1 to help ICE continuously achieve all mission objectives today and in the future.

Members of the project staff key personnel and corporate support staffs have an average of 22 years of immigration detention management experience. (b)(6);(b)(7)(C)

(b)(6);(b)(7)(C) – all began their careers with legacy INS and worked their career path through ICE into the executive officer level including positions located at Krome, other SPCs, and ICE federal detention facilities. This team has proven its ability to effectively lead and manage these services in a cost effective and efficient manner. Through their deep understanding of Krome, our team has developed tight and efficient staffing plans, food service plans, and an overall management approach that provides Krome with cost effective, best value solutions – that also ensure optimal safety, security, order, and care. The expertise of this team, with shared and in-depth understanding of the ICE ERO challenges, are ready on day-1 to help ICE continuously achieve all mission objectives today and in the future.

Proven Quality Management System provides ICE with assurance and visibility that mission objectives are being achieved.

A robust ISO 9001:2008 compliant Quality Management System (QMS) that provides controlled detailed guidance and instruction for all operational activities, instills discipline, enables performance monitoring, provides a platform for continuous operational improvements, and provides ICE with contract compliance verification. Our team's systems and dedication to continuous improvement is deployed to reduce risk, manage cost, and eliminate waste at the Krome facility

(b)(4);(b)(7)(E)

C.2 Objective

The AGS team shall furnish all contract oversight management, supervision, trained personnel, equipment, materials, supplies, licenses, permits, certificates, pre-employment screenings, administration, and any other resources necessary to provide detention management, transportation and food services for detainees at the Krome SPC through an innovative, creative, substantiated and cost effective Performance Work Statement (PWS) that addresses the needs and concerns of ICE. The AGS team shall provide trained employees, at all times, to perform the services as prescribed in and required by this contract.

C.3 Acronyms

Acronym	Definition
AAMS	Akima Asset Management System
ACA	American Correctional Association
ADA	Americans with Disabilities Act
AED	Automated External Defibrillator
AGS	Akima Global Services
ALDF	Adult Local Detention Facility
AOU	Air Operations Unit
APM	Assistant Project Manager
AQL	Acceptable Quality Level
ATF	Bureau of Alcohol, Tobacco, Firearms, and Explosives
CBA	Collective Bargaining Agreement
CD	Clinical Director
CDL	commercial driver's license
CFR	Code of Federal Regulations
CO	Contracting Officer
COC	Contract Operations Continuity
COR	Contracting Officer's Representative
CQA	Certified Quality Auditor
CRT	Contract Resources Transition
CS	Cook Supervisor
CSO	Court Security Officers
CUI	Controlled Unclassified Information
DCAA	Defense Contract Audit Agency
DCT	Disturbance Control Team
(b)(4),(b)(7)(E)	
DHS	Department of Homeland Security
DoD	Department of Defense
DOE	Department of Energy
DOL	Department of Labor
DOT	Department of Transportation
DRO	Detainee Removal Operations
DSO	Detention Supervisory Officer
DTS	Detainee Telephone System
EAP	Emergency Action Plan
EEO	Equal Employment Opportunity
EFSP	Emergency Food Service Plan
ENFORCE	DHS/ICE Enforcement Integrated Database
ERD	Employee Relations Director

Acronym	Definition
ERISA	Employee Retirement Income Security Act
ERO	Enforcement and Removal Operations
FAA	Federal Aviation Administration
FAR	Federal Acquisition Regulation
FDA	Food and Drug Administration
FOD	Field Office Director
FOUO	For Official Use Only
FMSCA	Federal Motor Carrier Safety Administration
FSC	Food Service Clerk
FSM	Food Service Manager
GA	Georgia
GFP	government furnished property
GSA	General Services Administration
HIPAA	Health Insurance Portability and Accountability Act
HR	Human Resources
HSA	Health Services Administrator
HSPD	Homeland Security Presidential Directive
IAW	in accordance with
ICE	Immigration and Customs Enforcement
IHSC	ICE Health Services Corps
ISO	<u>International Organization for Standardization</u>
JPATS	Justice Prisoner and Alien Transport Services
KPI	Key Performance Indicator
KY	Kentucky
LAN	local area network
LLC	Limited Liability Corporation
LLNL	Lawrence Livermore National Laboratory
LMS	Learning Management System
MIA	Miami International Airport
MSDS	Material Safety Data Sheet
MTT	Mobile Training Team
MTU	Mobile Transportation Unit
NAICS	North American Industry Classification System
NANA	Northwest Arctic Native Association
NARA	National Archive and Records Administration
NCCHC	National Commission On Correctional Health Care
NNSA	National Nuclear Security Administration
O&M	Operations & Maintenance

Acronym	Definition
OJT	on-the-job training
OPR	Office of Professional Responsibility
ORO	Office of Detention and Removal Operations
OSHA	Occupational Safety and Health Administration
PBNDS	Performance Based National Detention Standards
PII	Personally Identifiable Information
PM	Project Manager
POST	Peace Officers Standards and Training
PPM	Policy and Procedures Manual
PREA	Prison Rape Elimination Act
PRS	Performance Requirements Summary
PSTA	Protective Services Training Academy, LLC
PWS	Performance Work Statement
QA	Quality Assurance
QAM	Quality Assurance Manager
QASP	Quality Assurance Surveillance Plan
QCP	Quality Control Plan
QMP	Quality Management Plan
QMS	Quality Management System
RDA	U.S. Recommended Daily Allowances
RFID	Radio Frequency Identification
RFP	Request for Proposal
SIR	Electronic Serious Incident Report
SMU	Special Management Unit
SOO	Statement of Objective
SOP	Standard Operating Procedure
SPC	Service Processing Center
TB	tuberculosis
TDO	Transportation Detention Officer
TSA	Transportation Security Administration
US	United States
USDA	United States Department of Agriculture
VWP	Voluntary Work Program
WAN	wide area network

C.4 Statement of Objectives

C.4.1 Transition Period

The AGS team will provide a seamless transition from the predecessor contractors that will minimize disruption of services and Government activities. The transition period is anticipated to be sixty (60) days,

beginning on Sunday December 1, 2013 and ending on Friday January 31, 2014. AGS intends to assume full responsibility for the all services required under this contract beginning Saturday February 1, 2014. Full details of our Transition Plan can be found in Section E.

C.4.2 Detention Management Services

AGS will provide a safe and secure environment for staff and detainees through effective building and grounds security. AGS will continuously monitor programs, seek ways to reduce and control violence in the facilities, work to eliminate the entry of and access to contraband items by the detainee population, respond effectively to emergencies, maintain accountability of tools, chemicals, and other potentially dangerous items, and maintain security. AGS will provide the following minimum number of Detention Officers and Supervisors as shown in Figure 4.2-1 below to control and supervise detainees in custody.

Position	Company	Non Shift	1st Shift	2nd Shift	3rd Shift	Posts	Days	FTEs
Facility Ops CLIN X002								
Captain	AGS		(b)(7)(E)					
Operations LT	AGS							
IHSC/KTU/Visitation LT	AGS							
Housing / Support LT	AGS							
Building 10 (KTU) Desk Officer	AGS							
Building 10 (KTU) Escort / Rover (Mon-Fri)	AGS							
Building 10 (KTU) Escort / Rover (Sat-Sun)	AGS							
Building 11 Officer	AGS							
Building 11A Desk	AGS							
Building 8 Desks (Upper/Lower)	AGS							
Building 8 Pod Officer	AGS							
Commissary Officer / Detainee Payroll	AGS							
Control Officers	AGS							
Court Officers	AGS							
Barbershop/Relief	AGS							
Escort Officers /Recreation	AGS							
Gate 2 Officer	Akal							
IHSC Desk	Akal							
IHSC Intake	Akal							
IHSC Rovers – Medical Exam Room	AGS							
IHSC Rovers	AGS							

Position	Company	Non Shift	1st Shift	2nd Shift	3rd Shift	Posts	Days	FTEs
Laundry Officer	AGS		(b)(7)(E)					
Library Officer	AGS							
Lobby Officers	AGS							
Main Gate Officers	Akal							
Outside Perimeter Patrol	Akal							
Processing Officers	Akal							
Property Officer	AGS							
SHU Desk	AGS							
SHU Officers	AGS							
Visitation / Reception Desk & Rovers	AGS							
Kitchen Officer	AGS							
CLIN X003								
Building 8	AGS							
Building 14	AGS							
Recreation Officer	AGS							
Escort Officers	AGS							
Airport CLIN X011								
Airport Captain	Akal							
Airport Supervisor	Akal							
Hub Desk	Akal							
Hub Escort Officers	Akal							
HUB Holdroom	Akal							
Larkin CLIN X012								
Offsite Ops LT	Akal							
Larkin Desk / Lobby / Rover	Akal							
Detention Services Total FTE								(b)(7)(E)

Figure 4.2-1. Detention Officer and Supervisor Staffing. AGS detention officer staffing levels provide 7x24 coverage and PBNDS optimum levels of service.

With this staffing level AGS will meet the following objectives:

- **Standards.** AGS will perform IAW ICE 2011 PBNDS, ACA ALDF, NCCHC and State & local laws for firearms.
- **Staffing, Equipment, Supplies & Vehicles.** All AGS staff will undergo prescreening and testing to meet contract, ACA ALDF and PBNDS requirements. All personnel will be provided with uniforms and other equipment as necessary for the performance of their duties. Office equipment

and supplies will be provided to support own company operations. Vehicles will be provided as discussed in the Transportation section of this PWS.

- **Officer Gender.** At the present time Krome SPC is an all-male detention facility but it is expected that female detainees will be encountered under this contract at the airport, hospital, in transit, or held in hotels on occasion. In these cases at least one female detention officer will be present. Even though female detainees are not expected at the SPC, female guards may be employed at Krome SPC in accordance with Federal and State labor laws and the collective bargaining agreement. There will always be at least one male guard posted with each female guard. When only one officer is present with detainees, he/she will be of the same sex as the detainees.
- **Detainee Supervision.** On initial contact Transportation Officers are trained to determine potential medical or other problems that might defer admission. Once at Krome detainees are classified and assigned to housing per PBNDS 2011 section 2.2 "Custody Classification System." Other segregation may occur based on assignment to Special Management Units (SMUs) per PBNDS 2011 section 2.12 "Special Management Units." Detention officers are trained to interact with detainees while performing surveillance to detect behavioral changes per PBNDS 2011 section 2.13 "Staff-Detainee
- **Communication.** In the event of an incident or emergency Detention Officers are trained to take appropriate action consistent with PBNDS requirements.
- **Detainee Record Keeping Services.** AGS will maintain detention files containing all required information about each detainee booked into the Krome facility in accordance with PBNDS 2011 Section 7.17 "Detention Files." Hard copy files will be properly secured (b)(7)(E) when not in use and accessed by staff as needed for official purposes only. To facilitate access to records AGS will maintain electronic copies of each file in a secure (b)(4);(b)(7)(E) location with limited staff access. To facilitate ICE review, the COR and other designated ICE personnel will be given access to the (b)(4);(b)(7)(E) location.
- **Detainee Property Records.** Each newly admitted detainee's property will be searched and funds, valuables, baggage and personal property will be inventoried, receipted, stored and safeguarded for the duration of their detention in accordance with PBNDS 2011 section 2.5 "Funds and Personal Property." All items will be stored in a secure location and/or locker. Excess property may be shipped to a third party of the detainee's choosing. Detainee personal property will be RFID tagged and captured in (b)(4);(b)(7)(E). Loose items will be boxed, sealed, RFID tagged, and their location in the secure storage facility noted. The system generates G-589 Property Receipt Form equivalent information. The system can print a Form G-589 equivalent and also serves as the G-589 logbook. This information is backed up on a separate secure server multiple times throughout each day to safe guard data in the event of system failure or loss of capabilities. The system alerts when tagged items are removed from secure storage. AGS will maintain records for six years and three months after final payment on the contract as required by the National Archive and Records Administration (NARA) General Records Schedule 3.
- **Stationary Detention Services.** The AGS staffing plan provides escort teams to transport and/or guard detainees attending appointments including but not limited to medical or doctor's appointments, court hearings, ICE interviews, and any other location requested by the COR, COR designee or CO. These appointments are scheduled in advance and normally will not exceed the capacity of the (b)(7)(E) provided in the staffing plan. Should immediate requirements develop that exceed The AGS team's scheduled capacity, AGS will provide on-demand services by

backfilling with off-duty personnel who are qualified to be armed and authorized to perform transportation duties.

- **Augmented Practices.** Should ICE determine that any specific requirements for security, detainee monitoring, visitation, and contraband control require enhancement, the AGS Project Manager is authorized to receive a written request for specific enhancements and initiate any necessary activities to fulfill the request. Whenever possible AGS will organize a team of senior personnel to review the request with ICE personnel to ensure requirements, personnel scheduling, and budgetary impacts of such changes are understood by both parties. If the requirement is immediate in nature the Senior Officer present at the facility is authorized to initiate action and subsequently notify the Assistant Project Manager and Project Manager. Logs will be maintained documenting all actions taken.
- **Equipment & Office Supplies.** AGS will provide fully operational and well-maintained equipment and office supplies supporting its own management and administrative staff. This equipment will include but not be limited to computers equipment and software to provide the Government with verifiable, auditable records of employee schedules, hours worked and other timekeeping data.
- **Facility & Asset Surveillance.** Frequent and documented staff inspections will be conducted in both detainee-occupied and unoccupied areas to check for good order, security, equipment operational wear, and detainee tampering in accordance with PBNDS 2011 section 2.4 "Facility Security and Control." Both individuals exiting the main entrance and vehicles exiting the rear entrance are subject to search and verification to ensure equipment is not being removed without proper authorization. Officers at access/egress control points will monitor the movement of equipment, ensuring Government property is not removed from the premises unless the appropriate ICE disposition forms accompany the property. (b)(4),(b)(7)(E) will also be used to track Government Furnished Property assigned to the contract.
- **Entry Control.** Entry control for vehicles and pedestrian traffic will be provided in accordance with PBNDS 2011 section 2.4 "Facility Security and Control." The main gate officer will screen vehicles and pedestrians as they enter the facility to verify they are scheduled for official business. Identities must be confirmed using government-issued photo identification. Delivery vehicles or other vehicles that will drive into the secure perimeter will be directed to the Perimeter Vehicle Entrance for further processing.

Pedestrians and vehicles that will not enter the secure perimeter will be directed to the public parking lot and then into the facility lobby for further processing. The Lobby Officer shall check the identification documents of every visitor, employee and other person entering or leaving the facility. No adult visitor may be admitted without government-issued photo identification. The officer will maintain a visitor logbook in which all non-staff visits will be recorded. Color-coded passes will be issued to all visitors in exchange for a valid government issued ID that will be held by the Lobby Officer during the term of the visit.

The Perimeter Vehicle Entrance shall be a controlled access point. Entrance into the secure perimeter shall be controlled by operation of the facility's electronic sally port to prevent unauthorized entry or exit. The Perimeter Vehicle Entrance officer will control all (vehicle) traffic entering and leaving the facility. The officer will check the vehicle driver's license entering the facility, regardless of purpose, and may require proof of insurance. The officer will also check every passenger's identification. The officer may admit the vehicle only if the license and insurance are valid. The post officer will log every vehicle into the vehicle log.

(b)(7)(E)

- **Access Points.** AGS will Operate and control all designated points of access and egress on the site in accordance with PBNDS 2011 section 2.4 “Facility Security and Control.”
- **Special Management Units (SMUs).** (b)(7)(E)
(b)(7)(E) Officers on the inside and outside shall independently check the identification of every person going in or out, and each officer must positively confirm a person’s identity before allowing him/her through the door. Also, in accordance with written procedures established by the facility administrator, these officers shall take precautions to ensure that the person requesting entry or exit is not doing so under duress. Staff
(b)(7)(E)
- **Detainee Housing Units, Pods and Barracks.** Each of these building will have separate Post Orders with step-by-step procedures for controlling movement. They will also maintain logs recording information regarding routine unit operations as well as unusual and emergency incidents. These locations were built at various times and have differing access controls.
(b)(7)(E)
- **Courtrooms.** AGS will follow the Krome local procedures for access and egress to the Court. AGS will have (b)(7)(E) non-shift Court Detention Officers assigned to this duty.
- **Medical facilities.** Officers will directly supervise a holding/waiting area in the medical facility. Access will be monitored, managed and controlled by IHSC Detention Officers.
- **Hold rooms.** Officers will inspect parcels, suitcases, bags, bundles, boxes and other property before accepting any item of property. Before placing a detainee in a room, staff shall do a pat-down search for weapons or contraband.
- **Package Inspection.** AGS will inspect all packages carried in or out of site in accordance with ICE procedures. PBNDS 2011 Section 2.3 “Contraband,” and PBNDS 2011 section 5.1 “Correspondence and Other Mail.” The AGS team will properly receive and inspect all incoming Correspondence and Mail as outlined in the PBNDS 2011 and ACA. All incoming or outgoing packages shall be logged and inspected for contraband where required by the standards. Suspicious mail or packages will be identified and inspected prior to being delivered to detainees or the interior of the facility. Where available, all packages will be screened though an X-Ray machine prior to being allowed into the secure perimeter of the facility. The AGS team will provide trained staff to ensure timely inspection and delivery of all correspondence and mail. No unscreened packages will be allowed into the hard perimeter of the facility without the expressed direction of the COR.
- **Training.** AGS will ensure that officers are properly trained in accordance with PBNDS 2011 section 7.3 “Staff Training,” and ACA 4-ALDF-7B. Facility staff, contractors and volunteers will receive initial and ongoing training to ensure competence in their assigned duties. The AGS team will develop a training plan designating detention officer initial training, on-the-job training, supervisor training, refresher training, basic first-aid and CPR training, proficiency tests, interactive training, and detainees-with-special-needs training.

- **Guard Services.** Guard Services will be performed in accordance with the terms and conditions of this contract, and the applicable Post Orders per PBNDS 2011 section 2.9 “Post Orders.” These will be documented in Standard Operating Procedures and Post Orders developed during transition and approved by the COR.
- **Serious Incidents/Logbooks.** Officers will record any breach of security, disturbance or serious incident and report it to their immediate supervisor who will alert the chain of command. Incidents are immediately reported to the PM and COR and followed up with a written report within 24 hours.

(b)(4);(b)(7)(E)

Officers will maintain a logbook at each post that documents shift activities. All logbooks shall be retained for the entire duration of the contract, and shall be provided to the COR upon request. At a minimum the logbooks will contain entries describing activities that have an impact on the detainee population; transportation activities; normal shift activities; record the entry and exit of persons other than detainees, ICE Staff, or Contractor Staff; and record fire drills and unusual occurrences.

- **Officer Equipment.** Officers will be equipped (b)(7)(E)
- **Staff Supervision.** Supervisory staff will be available at all locations during all hours of operation including 24 hours, 7 days a week at the Krome SPC and Larkin Hospital, and 16 hours a day, 5 days a week at Miami International Airport (MIA).
- **Rules and Regulations.** The AGS team will follow all rules and regulations pertinent to Krome SPC including Federal, State and Local laws; ICE regulations; and local rules, policies and procedures.
- **Linens & Personal Hygiene Items.** On intake the AGS team will give each detainee an opportunity to shower and be issued clean clothing, bedding, linen, blankets, towels, and personal hygiene items in accordance with PBNDS 2011 section 2.1 “Admission and Release.” Staff will issue clothing and bedding items that are appropriate for the facility environment and local weather conditions. Each detainee will have sufficient clean clothing that is properly fitted; climatically suitable, durable and presentable.

In accordance with PBNDS 2011 section 4.5 “Personal Hygiene,” staff will directly supervise the issuance of personal hygiene items and will replenish supplies as needed. Each detainee will receive, at a minimum, the following items: one bar of soap, or equivalent; one comb; one tube of toothpaste; one toothbrush; one bottle of shampoo, or equivalent; one skin lotion container.

A housing identification card (or bracelet) and a locker key will be issued at the detainee’s housing unit. At orientation The AGS team will issue to each newly admitted detainee a copy of the ICE National Detainee Handbook (handbook) and local supplement that fully describes all policies, procedures and rules in effect at the facility per PBNDS 2011 section 6.1 “Detainee Handbook.”

C.4.2.1 Detention Site Standards

C.4.2.1.1 ACA Standards

Krome SPC is an ACA certified facility. AGS will tailor its policies and procedures in a manner that ensures full compliance with all applicable ACA standards as outlined in the Performance Based Standards for Adult Local Detention Facilities, Fourth Edition. AGS policy and procedure will ensure the facility maintains its ACA Accreditation.

C.4.2.1.2 ICE PBNDS 2011

All activities will be in compliance with ICE PBNDS 2011 standards. AGS will comply with the optimal provisions of PBNDS for standards 5.4 “Recreation”, 5.7 “Visitation,” and 6.3 “Law Libraries.”

- **Recreation.** AGS will ensure each detainee has access to recreational and exercise programs and activities, consistent with safety, security and good order. AGS will provide 4 hours scheduled access to outdoor recreation (weather permitting). Daily indoor recreation shall also be available. At least one hour participation per day will be mandatory to facilitate sanitation and cleaning of dormitory areas.
- **Visitation.** AGS will provide the following visitation schedules:
 - Family & Friends 0800-1600 7 days/week; Mon-Fri 1800-2000
 - Attorneys 0800-2000 7 days/week
 - Consular – any time with prior coordination
 - Clergy – any time with prior coordination
- **Law Library.** The law library will be open from 0800-1600 seven days per week. The AGS team will evaluate those hours every two months and adjust as necessary. A sign-up sheet will be available for detainees to schedule visits to the law library the following day in one hour increments. Every detainee will be guaranteed five hours of access per week minimum, and those who have an urgent need (pending court dates, etc.) will have priority for additional time up to fifteen hours per week.

AGS will ensure that the SPC conforms to ACA and DHS/ICE Standards.

- **Emergency Exits.** AGS will ensure all employees will be knowledgeable of the location of all exits to be used in evacuations in accordance with PBNDS 2011 section 1.2 “Environmental Health and Safety.” Fire and emergency exits will be clearly marked and evacuation maps/plans will be posted in accessible areas. Post Orders will include requirements for inspections to ensure fire emergency exits are unimpeded. The Fire Safety Manager will be immediately notified if the inspecting officer cannot correct the situation. All actions will be logged in the post logbook and reported using a Maintenance Work Order Request form.
- **Evacuation Plans.** AGS will ensure all employees will be knowledgeable of all facility evacuation plans and procedures in accordance with PBNDS 2011 section 1.1 “Emergency Plans.” The AGS training plan will include courses on facility evacuation plans and emergency procedures, required annually. Fire drills will be conducted and documented at least quarterly in all facility locations including administrative areas. Fire drills in housing units, medical clinics and other areas occupied or staffed during nonworking hours will be timed so that employees on each shift participate in at least an annual drill. Detainees shall be evacuated during fire drills, except (1) in areas where security would be jeopardized; (2) in medical areas where patient health could be jeopardized; or (3) in individual cases when evacuation of patients or detainees is logistically or logically not feasible. Staff shall simulate drills in areas where detainees are not evacuated.
- **Inspections.** The SPC will be subject to periodic and random inspection by the COR, Detention Service Manager (DSM) or other officials (e.g., ACA, Foreign Counselor Officers) to insure compliance with all applicable standards. AGS will continually maintain standards by conducting its own routine inspections in accordance with PBNDS 2011 standard 2.4 “Facility Security and Control.” Supervisors will conduct inspections of housing areas each shift. This will be logged in the logbook for COR inspection and review. All defective equipment will be reported to the COR

immediately and a work request form will be submitted to the Government for conditions discovered requiring repair. This requirement will be included in training and post orders. Check lists (a Daily Dorm Inspection Log) will be used to ensure comprehensive inspections are conducted. In the event a non-contractor inspector finds defective equipment the escorting officer will note the problem on the Daily Dorm Inspection Log and, if the item has not already been reported, the officer will immediately report the problem to the COR and a work request form will be submitted to the Government for conditions discovered requiring repair.

C.4.2.1.3 PBNDS Optimal Compliance Plan

Krome Service Processing Center Law Library, Visitation, and Recreation.

Our daily operations schedule (attached) provides for optimal access to Recreation, Visitation, and the Law Library between 8 a.m. and 9 p.m. daily. During free movement periods, general population detainees will be allowed to participate in these programs according to their classification level and housing assignment. Maximum use of recreation areas will occur from 1 p.m. through 4 p.m. and 6 p.m. through 8 p.m. with an optional hour available from 8 p.m. through 9 p.m. on inclement weather days.

Each area requiring optimal levels of compliance will be fully staffed at all times. All detainees will be provided access to services in accordance with the restrictions of their classification level and housing assignments. The AGS team will use increased efficiencies and overlapping staff assignments to reduce waste, decrease staff idleness, increase monitoring, and ensure that detainees are afforded maximum access to the Law Library, Visitation, and Recreation.

In instances where out of ordinary circumstances, such as inclement weather or other emergencies, affect these operations or exceed the number of staff available, additional staff will be assigned using overtime or recall of off duty staff will occur. Staff assignments will be managed in a manner that complies with optimal levels of the 2011 PBNDS while maintaining an appropriate level of security of the facility.

The Law Library and Visitation areas are fully staffed during all hours of operation. These areas have overlapping shifts allowing some staff to be repurposed during the afternoon recreation period for maximum use of the recreation yards. Typically, following normal business hours, escort requirements are minimal and these staff will perform both escort and a portion assigned to recreation as needed during evenings and weekends. Additionally, other staff in areas that are typically idle may be repurposed in support of ensuring optimal access by detainees to these areas for the maximum times allotted within the 2011 PBNDS. As an example, processing staff are typically less busy following removals in the morning and (b)(7)(E) staff can be reassigned temporarily to assist with morning recreation rather than remain idle.

(b)(7)(E) full time recreation officers are assigned to monitor and ensure the recreation schedules are maintained. A minimum of (b)(7)(E) recreation officer will be on the yards during all recreation periods to ensure the yards have enough staff and that assigned units are on the yard when scheduled. If a particular yard is underutilized, the recreation officer may offer additional recreation time beyond the maximum 4 hours required by the 2011 PBNDS. A minimum of (b)(7)(E) detainees will be assigned to each recreation yard when it is in use.

Law Library

- **Law Library Staffing** – The law library is staffed from 8 a.m. until 8 p.m. and can be extended to 9 p.m. dependent upon demand. The library is not in operation during formal counts, lockdowns, and meal times. (b)(7)(E) full time staff member will be assigned from 8 a.m. until 11:30 a.m. This staff member will provide lunch breaks when the unit is closed and will report to the recreation yard to augment recreation needs from 1 p.m. until 4 p.m. daily. A (b)(7)(E) full time officer will report and

reopen the law library and will operate it from 1 p.m. until it closes at 8 p.m. but can be extended to 9 p.m. when a demonstrated need is identified.

Law Library Operations – Detainees will be afforded up to 15 hours a week or more dependent on their legal needs. Each detainee requesting to work in the law library will be granted access in blocks of 5 hours. Once every detainee has been granted, a second and then third block of hours will be approved, ensuring every detainee who wishes to use the library, may do so, in a fair and impartial manner. Level 1 detainees will not be commingled in the law library with Level 3 detainees. Compliance with optimal law library requirements is dependent on available space to accommodate the number of detainees requesting to use the law library, including those who are assigned to administrative or disciplinary segregation.

Visitation

- **Visitation Staffing** – The Visitation Unit is fully staffed from 8 a.m. until 8 p.m. daily. Morning staff will report for duty at 8 a.m. and will work visitation until 1 p.m. At 1 p.m. the morning staff will report to the recreation area and based upon the number of detainees there, will provide security for recreation or alternately they may assist with breaks and lunch periods until they terminate duty at 4 p.m. This will allow for maximum use of the outdoor recreation hours during midday. The second shift for visitation will report for duty at 1 p.m. and staff visitation until it's expected close. When visitation is heavier than expected it can be extended to 9 p.m. to accommodate overflow.
- **Visitation Operations** – Sufficient staff have been assigned to manage and operate the visitation area for 13 hours daily. Each housing unit will be assigned specific days for visitation to ensure the orderly operation of the unit and to prevent having to reject any visitation request. Every unit will have a minimum of 3 opportunities to visit weekly with a 4th day being alternated every other week. General visitation will not occur during unit lockdowns, formal counts, or meal times. Level 1 and Level 3 detainees will be assigned alternating visitation days to prevent commingling.
 - A minimum of [1 hour – 3 days a week] will be set aside to accommodate administrative or disciplinary segregation detainees who are authorized general visitation.
 - **Attorney/Legal Visits** – Legal visits are not subject to hourly restrictions and after hours requests will be identified and the COR notified. Generally, attorneys will be requested to visit between the posted hours of operation. Legal visits will be accommodated during meal times and a sack lunch or hot meal will be provided to the detainee during any scheduled meal period. Staff will present detainees within 15 minutes of an attorney visitation request.

Recreation

- **Recreation Staffing** – All areas may be assigned to assist with recreation throughout the day. Repurposing of staff during idle periods increases efficiency while reducing overall costs due to waste. All units will be required to exit housing areas for a period of one hour during each morning to allow for sanitation and cleaning, weather permitting. During recreation hours some escorts will be assigned to static positions allowing for monitoring of recreation and movement of detainees. AGS will maintain 100% surveillance at all times of both recreation and detainee movements. If required, additional staff will be assigned through overtime or overstaffing to ensure morning recreation and sanitation is accomplished. Typical daily operations will allow sufficient staff to continue recreation throughout the day and evening. During the afternoon recreation session, morning staff from the Law Library and Visitation report to the recreation area to provide maximum continuous coverage of the recreation areas. Afternoon and evening recreation is optional for detainees; staff will remain in all housing areas and recreation officers will be assigned to the recreation areas. [redacted] officer will be assigned for each [redacted] detainees in the recreational area. Escort requirements are typically lower in the evening and some staff will be assigned to static positions similar to morning recreation providing 100 percent surveillance

(b)(7)(E)

(b)(7)(E)

of detainees in the recreation yard and point to point. Officers will be required to be physically present at an assigned post and in the recreation yard. The AGS team will ensure sufficient staff to provide optimal coverage at all times the recreation yard is in use.

- **Recreation Operations** – General Population Detainees will be afforded access to recreation up to 4 hours daily in an outdoor recreation area. All detainees will be afforded 1 hour each morning, 2 hours in the afternoon, and 1 hour following the evening meal. Compliance with optimal recreation program hours is dependent on safe weather conditions. Each detainee will be required to move to the recreation yard during each morning for one hour to allow for sanitation and cleaning of housing units except during periods of inclement weather. Each detainee will be offered 2 hours each afternoon and one hour each evening for additional recreation to meet a minimum of 4 hours of daily recreation. Only one hour in the morning will require that detainees depart the housing unit, all other times are optional and officer will remain in the unit. All detainees will be recreated in accordance with their classification level.

C.4.2.1.4 Camp Operations

The AGS team will ensure that all areas are staffed in accordance with our staffing plan and will provide a full range of coverage for required operational needs of the facility. **Figure 4.2-1a** demonstrates our understanding of camp operations and the areas requiring an appropriate level of monitoring and coverage. **Figure 4.2-1a** also demonstrates a degree of ebbs and flows in daily operational needs that affords the opportunity to maximize the use of each and every officer in a manner that protects detainees, employees, and the facility, and promotes a high level of efficiency using the right number of staff. We are confident our operational plan meets every expected need for ensuring optimal PBNDS compliance at every level.



(b)(7)(E)

C.4.2.2 Medical and Health Services

The ICE Health Services Corp (IHSC) is responsible for providing all health care services for detainees in the custody of ICE. The IHSC shall provide medical coverage at the facility twenty-four (24) hours per day, seven (7) days per week. In order to support the medical services, AGS will develop and comply with written policies and procedures for appropriately addressing the health needs of detainees in ICE custody in accordance with PBNDS 2011 standard 4.3 "Medical Care." Policy and procedure will require that all staff ensure detainee access to the medical unit. AGS will ensure that detainees have access to appropriate and necessary medical, dental and mental health care as managed by the Immigration Health Services Corps (IHSC), including access to routine, chronic, and emergency services. These written policies and procedures shall include, but are limited to, the following:

- **Medical Facility Security.** The AGS team will provide security for this area of the facility at all times. The holding/waiting areas in the medical facility shall be under the direct supervision of detention officers. The AGS staffing plan provides for staffing by (b)(7)(E)

(b)(7)(E)

Health Emergencies. In accordance with PBNDS 2011 standard 7.3 "Staff Training," staff receive annual and refresher training in supervision of detainees; recognizing the signs of potential health emergencies and required responses; CPR/AED/First Aid; and emergency procedures. This training stresses active monitoring of detainees to identify those under physical or medical duress. When an officer determines a detainee requires emergency health services, a call for immediate assistance will be placed to the medical staff and the officer will administer appropriate interim treatment. Detention and health care personnel will be trained to respond to health-related situations within four minutes.

- **Health Escort.** AGS will provide staff to support movement of detainees to one sick call and three pill calls per day. AGS has assigned (b)(7)(E) (b)(7)(E) sufficient to accommodate over 200 patient visits per day.
- **Detainees in Clinic.** Escorts, rovers, and desk officers will provide positive control of detainees to prevent any disruption, excessive noise or other prohibited behavior while at the clinic. Detention staff will always be within sight or sound of detainees in the medical area.
- **Positive Control in the Clinic.** Escorts, rovers, and desk officers will provide positive control of detainees to prevent any disruption, excessive noise or other prohibited behavior while at the clinic. Detention staff will always be within sight or sound of detainees in the medical area.
- **Health Care Instructions.** During orientation newly-admitted detainees will be informed about how to access, appeal or communicate concerns about health services. This will include instructions about how to request health services on a daily basis. This information will be communicated orally and in writing via the local supplement to the Detainee Handbook in accordance with PBNDS 2011 standard 6.1 "Detainee Handbook." Instructions will also be posted next to the sick-call request box in each housing unit. Sick call requests will be collected and delivered to the medical staff three times daily, at 0630, 1430 and after "lights-out."
- **Medical Separation.** Detainees who are suspected of having communicable or debilitating physical problems will be separated from the general population and immediately reported to IHSC staff. Universal precautions will be taken to prevent cross contamination between the detainee, staff, other detainees, and the community.
- **Medical Evacuation.** In accordance with PBNDS 2011 standard 1.3 "Transportation," when directed by qualified medical personnel a detainee will be evacuated to an offsite medical facility.

Transportation Officers will transport or accompany a detainee to the medical facility designated by the health authority. A written list of referral sources, including emergency and routine care, will be maintained and updated annually. The transportation function will provide timely access to health care services that are not available at the facility. Procedures for use of the transportation function shall include: a) prioritization of medical needs; b) urgency (such as the use of an ambulance instead of standard transportation); c) transfer of medical information and medications; and d) safety and security concerns of all persons.

- **Observed Behavioral Problems** In accordance with PBNDS 2011 standard 4.6 “Significant Self-harm and Suicide Prevention and Intervention,” and PBNDS 2011 standard 7.3 “Staff Training,” staff will receive annual and refresher training in observing detainee behavior and signs of suicide risk, suicide precautions, prevention, and intervention. Officers will report to IHSC any observed behavioral problems and suicidal observations made upon detainees not diagnosed as psychotic and maintain continual visual observation of these detainees.
- **Potentially Dangerous Behavioral Problems.** In accordance with PBNDS 2011 standard 4.6 “Significant Self-harm and Suicide Prevention and Intervention,” and PBNDS 2011 standard 7.3 “Staff

Training,” when a DO identifies sudden changes to behavior or potentially dangerous behavioral issues, they will notify the shift supervisor. This may include sudden changes resulting in behavioral problems, imminent and evident threats of suicides, or any other urgent requirement for medical or mental health treatment. For detainees whose behavior presents a clear and present risk, the supervisor will notify medical staff and the detainee will be escorted to the medical unit for evaluation and placed under safeguards until cleared by the medical authority. IHSC staff and Control shall be immediately notified. Upon receiving notification, Control will immediately report the situation to the Shift Supervisor and the COR, and confirm a plan of action to respond to the incident.

- **Non-medical Required Documents.** On a not-to-interfere basis with security and safety, officers may assist the medical staff with paperwork by providing information needed for IHSC-related, non-medical required documents. Under no circumstances will the AGS team staff assistance will be limited to those items not required for information affected by the Health Insurance Portability and Accountability Act (HIPAA).
- **Written Detainee Health Complaints.** In accordance with PBNDS 2011 standard 4.3 “Medical Care,” and PBNDS 2011 standard 2.1 “Admission and Release,” detainees will be informed during orientation and in the local supplement to the Detainee Handbook that medical complaint boxes will be located in the cafeteria, SHU, and Building 10 where detainees can submit written health complaints to the medical facility for appropriate follow-up by the IHSC. Health complaints will be collected and delivered to the medical staff unopened – three times daily at 0630, 1430, and after “lights-out”.

IHSC will handle all medical complaints. Written DHS/ICE policy and defined procedure shall require that health care complaints are responded to and that a sick call, conducted by IHSC personnel, is available to detainees daily. If a detainee's custody status precludes attendance at their sick call, arrangements shall be made to provide sick call services in the place of the detainee's detention. A minimum of one sick call shall be conducted daily. IHSC reserves the right to conduct triage and sick call in the place of the detainee's detention. In these situations, AGS will:

- **Observation & Control.** AGS will ensure that a Detention Officer is present for observation and detainee control during any sick call services in the pod or barracks.

- **First Aid Kits.** AGS will maintain IHSC provided first aid kits. First Aid kits shall be available at all times and shall be located throughout the facility. As part of post orders, First Aid kits will be inspected each shift. If the seal is broken IHSC will be contacted so the kit can be replenished.

C.4.2.3 ICE Detainees Receiving Mental Healthcare Services

AGS will be providing guard services to ICE detainees that have been identified as having mental health problems. These guards will be subject to an additional ICE training and screening before being assigned to the applicable posts. In accordance with PBNDS 2011 standard 7.3 “Staff Training” Detention Officers will receive initial and annual refresher training in pertinent topics including requirements related to supervision of detainees, detainees with disabilities and special needs detainees; signs of suicide risk, suicide precautions, prevention, and intervention; and counseling techniques. Supervisors will observe new DOs and identify those with excellent “soft” skills and high tolerance levels and nominate them for assignment to mental health housing units. AGS will make these personnel available additional ICE training and screening before being assigned to the applicable posts.

C.4.2.3.1 Larkin Community Hospital

The AGS team will assign prescreened and ICE approved DOs to Larkin Community Hospital. The AGS staffing estimates contemplate (b)(7)(E)

(b)(7)(E) Transportation services to the Larkin site at 7031 SW 62nd Ave, South Miami, FL 33143 will also be conducted by pre-screened and ICE approved officers.

C.4.2.3.2 Krome Transitional Unit (KTU)

In accordance with PBNDS 2011 standard 7.3 “Staff Training” AGS will assign only prescreened and ICE approved guards who have successfully completed at least 8 hours of a nonviolent crisis intervention training provided by a certified instructor. The staffing estimates contemplate (b)(7)(E)

(b)(7)(E)

The AGS team intends to continue the use of current incumbent staff assigned to the KTU upon day one of the contract. These officers are already trained and are already familiar with the KTU population and medical staff expectations. In addition to core staff assigned to the KTU on a full time basis, 40% of all other facility Rovers (normally assigned outside of the KTU) will be trained and available to cover staff on leave and unexpected movements and transports.

Should there not be a sufficient level of incumbent KTU staff available during transition and also when backfilling any staff turnover; AGS will initially seek staff volunteers for assignment to the KTU. These staff will be interviewed to determine previous experience, education, and training in working with special needs persons and in particular those with mental health disorders. Staff will be selected whose background and personal demeanor shows a propensity to manage detainees with mental health needs and who are familiar with communicating and working with medical team members.

ASG staff assigned to the KTU will receive training specific to the oversight, care, treatment, monitoring and reporting required for this unit. These staff will be trained to follow instructions of the medical team to ensure that detainees care and treatment is not impeded at any time. Generally, it is expected that medical personnel will advise KTU contract staff regarding special needs, concerns, or handling of particular detainees. AGS staff will be briefed only as appropriate by medical staff and AGS staff will maintain strict confidentiality and in full compliance with the Health Insurance Portability and Accountability Act.

In addition to normal defensive tactics training, these staff assigned to the KTU will receive additional training regarding passive restraining techniques used in assisting mental health patients experiencing an immediate crisis requiring intervention and to prevent injury to themselves or others. Training will emphasize the importance of maintaining a credible professional relationship with both the detainees and medical staff and maintaining a level of operability that ensure full access to all mental health programs and does not impede detainee treatment in any manner.

Under no circumstance will staff be authorized to cover any posts in this unit until they have been successfully screened and completed all required training. Newly assigned staff will be required to work 40 hours of on the job training with an experienced staff member before assuming a post within the KTU.

AGS will provide compartmentalized services with regards to the KTU. Generally, permanent staff will be assigned to the KTU. Due to the nature of a 24 x 7 operation, most staff will be assigned full time only to the KTU with additional select staff filling in the gap times. The HTU will be operated as a special needs unit. These detainees, as a practice will be kept separate from general population detainees. Detainees will be afforded the same access to programs and activities as the general population in accordance with the requirements of the 2011 PBNDS and 4th Edition ACA ALDF.

AGS staff will immediately communicate to KTU medical staff any problems or notable activity including changes in behavior. AGS staff will provide for a calm and safe atmosphere that promotes and supports the well-being of detainees during ongoing treatment programs being provided by medical and mental health staff.

Staff will be assigned to all fixed stationary post on a 24/7 basis. Both desks and the closed circuit system will be staffed 24/7. All desk operations will be maintained on a 24/7 basis. Desk staff will monitor movements throughout the respective units and rooms and maintain accountability of each respective side. Desk officers are responsible for maintaining unit schedules, medical appointments, monitoring static counts, and for ensuring KTU detainee routines are followed.

Rovers will be assigned to move throughout the units and provide necessary escorts for the KTU. As the housing rooms in the KTU are generally unlocked and movement is unrestricted, KTU Rovers will be responsible for monitoring movement throughout the KTU, including constant monitoring and observing detainees in all areas of the facility. Rovers will maintain a constant patrol using irregular patterns to monitor detainee movement and activity in controlled areas. Because there is less activity during sleep hours, it is prudent to reduce staff accordingly to retain a cost effective force but still maintain an appropriate level of security.

AGS staff assigned to monitor KTU detainees will also be responsible for their daily activities including access to recreation. Staff will announce recreation. A minimum of KTU rover will monitor recreation whenever detainees are present. Should needs arise requiring additional staff for escort or other duties, AGS staff assigned to facility rover duties will respond and assist as needed. KTU detainees will be recreated separately from the general population and will be supervised by staff assigned to the KTU. Both sedentary and active recreation programs will be identified to keep KTU detainees as engaged as possible.

(b)(7)(E)

For KTU detainees requiring an escort to external functions such as visitation, court, medical (other than mental health in the KTU), only escorts who have received KTU training will be authorized to provide escorts. Movements external to the KTU will first be accommodated by KTU staff. Escort requirements that are beyond the workload capacity of the KTU will be supported by facility escort staff that is certified to monitor KTU detainees. The training of additional staff external to the KTU, will be used as a force multiplier by providing for full coverage to be constantly maintained in the KTU without affecting overall staffing levels, ensuring full coverage of the KTU 24/7, and by ensuring detainees in the KTU receive the same

privileges and access to programs as general population detainees in accordance with the 2011 PBNDS and 4th edition ACA ALDF.

C.4.2.4 Positions at Miami International Airport (MIA)

The AGS team has developed a staffing plan to fully staff and operate at the Miami International Airport from 4 am to 10 pm weekdays. All MIA staff will be permanently assigned to that post. All required post will be manned from Monday through Friday during the stated hours. In accordance with PBNDS 2011 standard 1.3 "Transportation," AGS will provide a sufficient number of Detention Officers and Supervisors to meet the following objectives:

- **Transportation Detention Officers (TDOs).** TDOs assigned to assist with departures will provide positive identification, prepare and review documentation, provide transportation, escort detainees using appropriate restraints, inspect and evaluate aircraft for unobservable exits that could allow escape, place detainees on proper departing aircraft, remain at the gate until the aircraft is airborne, verify verbally with carrier gate attendant that the vehicle is in flight, certify departure in writing to the COR, and return all DHS/ICE documentation to the appropriate ICE supervisor upon completing the escort assignment. The procedures for departures will be included in the Post Orders. Detention Officers will be required to read and certify in writing that they have read the Post Orders before every shift.
- **Additional Time.** The AGS staffing plan accounts for the extra time needed for all these activities including departure.
- **Meet and Greets.** All TDOs assigned to "Meet and Greets" will perform the following tasks: provide positive identification, prepare and review documentation, provide transportation to arriving detainee to appropriate destination, escort detainees using appropriate restraints, certify arrival in writing to the COR, and return all DHS/ICE documentation to the appropriate ICE supervisor upon completing the escort assignment. The procedure for Meet and Greets will be included in the Post Order. TDOs will be required to read the Post Order at the start of every shift and will sign a form certifying they have read the procedures.
- **Meet and Greet Restraints.** TDOs will retrieve and maintain the restraints furnished and used in carrying out departures and meet and greets. As part of the pre-trip inspection check list every vehicle will be required to have the maximum number of restraints the vehicle can hold. The transportation supervisor will account for the restraints after each shift and mission execution.
- **ICE Secondary Inspection Area.** The MIA Post Order will include instructions to report to the ICE Secondary Inspection area at International Arrivals and the appropriate ICE designee. All transportation officers will comply with this reporting requirement.
- **Supervision.** An Air Operations Transportation Supervisor will be provided that will be responsible for direct supervision of detention officers assigned to MIA. The Air Operations Transportation Supervisor will coordinate detainee transfers and detainee escort assignments and serve as the point of contact for ICE.
- **Security Clearances.** TDOs assigned to MIA will, in addition to having an ICE issued security clearance, be required to seek and obtain appropriate airport clearance to perform duties at the Miami International Airport hub location. Airport clearance must include access for the tarmac side and Secure Identification Display Area (SIDA) badges. The AGS team will work with MIA to obtain SIDA badges for assigned detention officers.

- **General Security.** TDOs will provide security in the ICE Inspection areas and will accept and maintain custody of detainees believed to be inadmissible to the United States in the designated holding areas. Officers will maintain constant supervision of detainees in their custody, and treat all detainees in their care in a civil and humane manner. If a detainee is held for more than 6 hours detention officers will provide a snack or meal to detainee and will give special consideration to minors, pregnant women, and any detainees with a medical condition. Detainees will not have access to eating utensils or other items that could pose a safety threat.
- **Witness.** All TDOs will, when required by proper authority, affirm, swear, and witness to all actions of the departure that were accomplished, performed, carried-out, and done and in transactions involving the detainee(s), when required in a legal setting, deposition, or court of law.
- **Inspectional Area.** TDOs will remain in the inspectional area unless otherwise directed by the COR. Detention Officers will also remain with and safeguard designated detainee(s) until given further instructions by the COR. This requirement will be included in the Post Orders.
- **Gender Specific.** At least one TDO assigned to detainee departures will be the same gender as the detainee. To eliminate public contact as much as feasible the Transportation Supervisor will coordinate with the flight gate agent to arrange for expedited pre-boarding and when necessary coordinate with the COR for tarmac access boarding.
- **Miami Dade Aviation Department Compliance.** Air Operations staff will have completed the necessary MIA Authority training and adhere to the rules and regulations for vehicle operation on MIA required by the Miami Dade Aviation department and the letter of agreement for Vehicle permit aircraft operations. These rules and regulation will be included in the post orders that TDOs are required to read daily, including a copy of said letter.
- **MIA Parking.** AGS will coordinate with MIA to arrange for employee parking. This will be included in the in the Post Orders.

C.4.2.5 Mobile Communication Plan

In accordance with PBNDS 2011 standard 2.4 “Facility Security and Control” and PBNDS 2011 standard 2.9 “Post Orders,” AGS will ensure that all Detention Officers are trained to use Government provided Motorola XTS 500 mobile radios and that the radios are charged and used accordingly to all post orders. To constrain cost AGS will locate charger banks for radio batteries at a central location to facilitate radio turnover at shift change. Oncoming personnel will obtain a radio and replace the battery with a fully charged battery as they go on shift. Post orders will include instructions on the proper use of radios.

C.4.3 Transportation Services

AGS will provide armed Detention Officers to transport and guard detainees. Transportation Detention Officers (TDO) may be used when detainees are required to be transported or to augment staff during high detainee population levels as required by the COR as well as when other conditions and events require it to ensure security and safety of facility operations. AGS will provide the following minimum numbers of Transportation Detention Officers and Transportation Supervisors as shown in Figure 4.3-1 below.

Position	Company	Non Shift	1st Shift	2nd Shift	3rd Shift	Posts	Days	FTEs
Transportation Captain	Akal		(b)(7)(E)					
Transportation Supervisor	Akal							
Transportation Officers	Akal							

Transportation Officers	Akal	(b)(7)(E)
		Transportation Services Total FTE (b)(7)(E)

Figure 4.3-1 Transportation Detention Officer and Supervisor Staffing. *Our Transportation Detention Officer staffing levels provide 7x24 coverage to pick-up and safely transport detainees in a civil environment within the Field Office area of responsibility in accordance with all contract requirements and applicable standards.*

AGS Transportation Detention Officers and Transportation Supervisors will meet the following objectives in accordance with PBNDS 2011 section 1.3 “Transportation (by land)” and ACA standards 4-ALDF-1B-01, 1B-03, 1B-04, 1B-05, and 1b-06:

- **Secure and Safe Transportation.** Armed TDOs will securely transport and guard detainees for specified transportation routes and non-specified routes as directed by the COR or designee. TDOs will be U.S. citizens, fully qualified detention officers with three years minimum experience, and will undergo a comprehensive background check, and are subject to the DOT Drug and Alcohol Testing Standards, including unannounced drug and alcohol testing. All Transportation Detention Officers will be licensed to operate as Armed Guards in the State of Florida and will be thoroughly trained in the use of restraints and the use of both non-lethal and lethal force. Transportation Detention Officers will supervise, observe and protect detainees from personal abuse, discrimination, corporal punishment, personal injury, property damage, harassment or violation of detainee’s civil rights. They will be trained to adhere to all guidance provided in ICE/ERO policies, ACA procedures and 2011 PBNDS pertaining to detainee rights, rules, discipline, and privileges.
- **Post Orders.** Post orders will be developed in accordance with PBNDS 2011 section 2.9 “Post Orders” for transportation duties and be visibly located in each vehicle. These orders will include guidance on mission, transportation standards, use of force standards, lunch standards, and specific client related information. The Transportation Supervisor is responsible for ensuring it is in the appropriate place in all vehicles. Since a post order is a living document post orders will be updated and replaced as changes are made and monthly vehicle audits will be performed to make sure the post orders reflect the most current information.
- **Terms, Conditions, & Standards.** AGS will have approved policy and procedures, vehicles, and staff in place to fully meet the terms and conditions at the conclusion of contract transition. All policies and post orders will conform to the terms and conditions of this contract, Post Orders, ACA standards, and the ICE 2011 PBNDS.
- **Training.** In accordance with PBNDS 2011 section 7.3 “Staff Training” TDOs will receive initial and refresher training as required by ACA ALDF, PBNDS and the contract. All Transportation Detention

Officers will receive 120 hours of general training described in the ICE 2011 PBNDS (not to include firearms and 40 hours of on the job training). In addition, each transportation detention officer will successfully complete 80 hours of driver training OJT.

- **Gender Specific.** In accordance with PBNDS 2011 section 2.10 “Searches of Detainees,” except in emergency situations, the AGS team will not schedule a single officer to transport a single detainee of the opposite gender. Further, if there is an expectation that a pat down will occur during transport AGS will schedule an officer of the same gender as the detainee(s).
- **Twenty-four Hour Services.** AGS will ensure that at least one fully rested transportation team is available each shift to provide 7x24 services at external facilities and/or hospitals as needed.

- **Transportation Supervisor.** Transportation Supervisors will be assigned during peak transportation hours to ensure adequate daily supervision of transportation staff. Supervisors will provide oversight of transportation officers and ensure that detainees are managed safely and securely. Supervisors are responsible for the coordination of all transportation operations assigned by the COR.
- **Snacks.** Post orders will specify that Transportation will coordinate with Food Services to provide sack meals and snacks not requiring utensils during any transfer exceeding six hours. Detention Officers will consider and validate when the detainees last ate before serving meals and snacks.
- **Private Vehicles.** Post orders will specify that employees may not use their privately owned vehicles to transport detainees. Disciplinary behavior up to and including dismissal may result.
- **Weapon Qualification.** The training management system will record all requirements for certifications as well as classroom training. The training supervisor and the individual employee are responsible for ensuring weapons qualification remains up to date, (b)(4)
 (b)(4);(b)(7)(E)
- **Vehicle Operation Restrictions.** The following rules apply to all members of the vehicle crew, whether driving or not, and it is the officer's responsibility to inform a transportation supervisor if he/she is unable to make a trip because of these rules:
 - A Commercial Driver's License (CDL) is required for each officer assigned to bus operations.
 - While operating a vehicle requiring a CDL, drivers must comply with all rules and regulations pertaining to CDL operations.
 - Drivers must be off-duty for the eight (8) hours immediately before any trip or initial trip segment.
 - Maximum driving time (i.e., time on the road) is governed by USDOT (currently no more than 10 hours after 8 hours off duty)
 - In an emergency or under unforeseen and adverse driving conditions only, the vehicle crew may drive as long as necessary to reach a safe and secure stopping area.
 - When vehicles without detainees travel in tandem, a single officer may be assigned to each. Unaccompanied officers may also drive empty vehicles for certain purposes, such as maintenance trips.
 - All transportation officers will maintain a valid "Class C" Commercial Driver's License (CDL) with a Passenger (P) with the proper endorsement limited to vehicles with Automatic Transmission
 - Transportation Detention Officers shall meet the DOT FMSCA physical Qualifications as set forth in (49 CFR Part 391.41) and General Qualifications in 49 CFR Part 391.11. Medical examinations shall only be conducted by a National Registry of Certified Medical Examiner member (49 CFR 390.101-390.115 Subpart D).
 - In accordance with Section 493.6303 of Florida Statutes, Transportation Detention Officers will take the state required 40 hours of training for armed officers.
- **Detainee Records and Documentation.** When the COR provides documents concerning the detainee(s) to be transported and/or escorted, the TDO will ensure their privacy and deliver those documents only to the named authorized recipients or his or her designee. No detainee shall be transported to/from any facility, including Field Office detention areas, unless a Form G-391, I-216, I-203, or equivalent, is furnished, authorizing the removal as required by the Directive on Detainee Transfers. These instructions shall be included in the Post Orders available in every vehicle.

- Management of Transportation Records and Documentation. (b)(4);(b)(7)(E)

(b)(4);(b)(7)(E)

- Economical Transportation.** The transport of detainees to and from various destinations by the AGS team shall be performed by the most economical and direct means, using traditional highways while being cognizant of local traffic conditions. For every mission Route Planners will identify the most efficient route with the least amount of traffic (b)(7)(E). (b)(7)(E) Route planners shall look for traffic patterns and look for efficiencies for every trip.
- Multiple Transportation Teams.** One week in advance, the Transportation Manager shall prepare supervisory and transportation detention officers work schedules that fully support a two-week period for a 24/7 operation. Schedules will be submitted to COR and updates will be provided as needed to support staff availability updates. All schedules shall be posted in vehicles, work areas, or locker rooms. Work schedules will specify (b)(7)(E) transportation teams for each mission. The COR may determine on a case-by-case basis, per the ICE PBNDS on Transportation by Land (taking into account the distance traveled, the status of detainees transported, number of stops, etc.) that a (b)(7)(E) team is not necessary for some transportation routes. Split shift assignments will be used to maximize availability for known routes and flight schedules while ensuring team rest, for example:
 - 0600-1400, (b)(7)(E) early medical/consulate visits or emergency movements
 - 1100-1900, (b)(7)(E) Orlando detail (b)(7)(E), afternoon medical and consulate visits
 - 1400-2000, (b)(7)(E) BI runs for releases, in-bound flights arriving late afternoon to early evenings, drop offs to the airports for departs
 - 2200-0600, (b)(4) IAO flights, depart drop offs late night to early mornings, and emergencies

C.4.3.1 Contractor Provided Vehicles

The AGS team will provide at a minimum (b)(7)(E) (b)(7)(E) The vehicles will be equipped with separation cages and other required specifications for secure transport. Vehicles will have an assigned occupancy rating in compliance with DOT. The number of passengers transported shall not exceed the established occupancy level.

At a minimum one (1) van shall have a wheelchair and wheelchair lift. Vehicles with specialized gear for transportation of detainees with physical disabilities will undergo the appropriate inspections and maintenance

to ensure the equipment is in good order and additionally meets all standards for safe and secure transport. Prior to use these vehicles shall be presented to the COR or ICE designee for review and approval.

- **Maintenance and Gas.** The AGS team shall be responsible for all vehicle maintenance and gas for all contractor provided vehicles and will incorporate “Predictive” and “Preventive” maintenance processes to ensure all transportation requirements will be met at all times.
- **Secure Cargo Space.** Each vehicle will include enough secure cargo space to transport detainees and detainees’ property. All contractor-provided vehicles will include enough secure cargo space to transport detainees and detainees’ property.
- **Vehicle Standards.** The AGS team shall furnish the vehicles in accordance with all applicable ICE 2011 PBNDS standards and ensure that are in good condition and have been approved by ICE to safely and securely provide the required transportation services.
- **Restraints.** The AGS team will ensure that each vehicle is equipped with ample approved restraint equipment in accordance with 2011 PBNDS, Use of Force and Restraints and Transportation (By Land). Deviations from the list of restraint equipment are prohibited. Vehicles at a minimum will include the following restraining equipment:

(b)(7)(E)

- At the beginning of each shift the Transportation Supervisor will check to make sure the appropriate quantity are in each vehicle by utilizing the inventory checklist.
- **Interior Security Features.** The AGS team will provide the interior security specification of the vehicles to ICE for review and approval prior to installation. All contractor furnished vehicles will be equipped with interior security features such as, but not limited to:

(b)(7)(E)

- **Emergency Escape Hatches.** Each vehicle will be equipped with emergency escape hatches and exits, split cages, bathroom facilities and any other items necessary to comply with 2011 PBNDS.

(b)(4),(b)(7)(E)

- **Inspection, Licensing and Registration.** All inspections, licensing, and registration for contractor provided vehicles used for transportation services shall comply with all federal and state laws and regulations. All vehicles shall be registered and inspected in accordance with the laws of the state, commonwealth, territory, or possession. As needed, AGS will coordinate with the local motor vehicle office for the most up-to-date registration and inspection criteria.
- All Transportation Detention Officers will be required to perform a documented daily vehicle inspection prior to every mission. Post mission vehicle inspections and records will be reviewed by the staff and any required maintenance will be scheduled. Additional inspections will be performed

during contractor internal audits and will be included in the maintenance matrix that is used to ensure compliance.

- In accordance with USDOT and Federal Motor Carrier Safety regulations, all vehicle maintenance will be performed on schedule by USDOT certified mechanics. All vehicle maintenance will be documented and filed in the vehicle records which will be kept in the program management office; and electronically scanned into the AGS document management module of (b)(4); (b)(7)(C). All records will be available to the COR or COR designee upon request.

(b)(7)(E)

- **Emergency Supplies.** All vehicles will conform to DOT standards and have ample back-up emergency supplies including water, snacks, fire extinguishers, filters, belts, flares, and bolt cutters. TDOs will perform pre and post vehicle inspections and shall check to ensure each vehicle has the necessary emergency supplies. At the start and end of each shift the Transportation Supervisor will perform vehicle compliance audits and will account for these items using an inventory matrix.

The Government will provide the Contractor with parking at the SPC.

Costs associated with transportation services and mileage will be reimbursed as stipulated in Section B. In the event of transportation services involving distances that exceed a standard eight (8) hour workday to complete, the Contractor will be reimbursed for related costs of lodging and meals commensurate with the U.S. General Services Administration per diem rates for that geographic area. Any incurred overtime pay for such services will be reimbursed at the applicable proposed Contractor overtime rate. Overnight lodging resulting from transportation officers will be approved in advance by the COR. Failure of the Contractor to comply fully with the detainee(s) departure as pre-scheduled may result in the Contractor having deductions made for non-performance.

The Contractor may be afforded the use of (b)(7)(E)

(b)(7)(E) for a set time not to exceed 180 days beginning with the start of the Base period as the Contractor acquires its own vehicles for use.

C.4.3.2 Government Provided Vehicles

AGS will provide the Transportation Services (see Section 4.3) using Government furnished vehicles. With regard to the use of Government furnished vehicles, AGS will meet the following objectives:

- **Government Fleet Card.** AGS will be provided with a Government Fleet card for the purchase of gasoline. Transportation Detention Officers will be responsible for the security and accountability of the government fleet cards in accordance with GSA-issued purchase cards in 41 CFR 101.38.800(e) and 2011 PBDNS standard 3.1 "Transportation (By Land)." Transportation Detention Officers will be required to check the adequacy of fuel to carry out the mission as part of the pre-vehicle inspection. Before returning to their post or at the end of a shift detention officers shall ensure vehicles are filled to "full."
- **Maintenance Status.** The escort officer completes an inspection log sheet for the vehicle before and after usage. Supervisor conducts a weekly audit of the log sheets to ensure vehicles are properly maintained. If any vehicle deficiencies are identified, they will be immediately rectified.

- **Required Features Status Reporting.** TDOs will report the operational status of all vehicle interior required features at the conclusion of each trip using the maintenance matrix. An updated status will be provided to the COR for all vehicles each morning.

The AGS team will provide transportation services using either Contractor or Government provided vehicles during the base and option years but the Contractor will not use both simultaneously with the exception of the 180 days permitted at the start of the base period. Both options will be incorporated into the contract but the determination of the use of either Contractor or Government provided vehicles will be determined by the Government on each Task Order placed against the contract. Contractors will be provided up to 180 days delivery timeframe following the issuance of subsequent task orders to acquire and outfit vehicles.

C.4.3.3 Transportation Routes

Transportation Routes - The escort officer will complete the ICE task order form at the completion of each trip. The supervisor will compare the completed ICE task order form with the report generated by the Vehicle Tracker utilizing RFID technology to confirm that the appropriate route was taken.

C.4.3.4 Emergency Transportation Plans

If an emergency occurs within a reasonable distance of an ICE/ERO office, the transportation detention officers shall make every effort to reach that office before taking extraordinary measures. However, if moving seems ill-advised or impossible, they shall contact the nearest ICE/ERO office, stating the location and the nature of the problem so the ICE/ERO office can respond, secure and provide assistance as quickly as possible. AGS will develop standard operating procedures (SOPs) that follow DHS/ICE policies and procedures for handling transport emergencies. AGS will provide these within thirty (30) days of contract award for COR approval. These procedures will include:

(b)(7)(E)

(b)(7)(E)

All staff will be properly trained and certified to execute safe emergency transport operations. (b)(4)
(b)(4) (b)(4);(b)(7)(E). The contingency plans will be reviewed, assessed and revised on a semi-annual basis by the Health and Safety Officer or designated supervisor and the program management team. The Health and Safety Officer will liaise with local authorities to ensure AGS plans meet all requirements. Fire drills will be performed monthly and additional drills will be performed quarterly. Drills will be assessed by the PM, APMs, and local emergency authorities.

In the event of any emergency situation the on-duty Transportation Supervisor will notify the COR or COR designee and law enforcement.

In the event of an urgent medical situation when en route, AGS will:

(b)(7)(E)

C.4.4 Food Service

AGS will provide all personnel, supervision, and services necessary to perform full food service (including satellite meals and/or sack lunches) at the SPC and for designated transportation routes. All food and associated supplies are to be furnished by ICE to AGS. AGS tasks include, but are not limited to, the following: menu planning; ordering food and supplies (excludes purchase cost of all food items and supplies); receipt, storage, inventory and recordkeeping; food preparation; meal service; dining facility management; cleaning facilities, equipment, and utensils; maintaining quality control; ensuring operator level maintenance and cleaning; and in the event of a contingency, performing required tasks to include continued service. AGS will provide the following minimum qualified personnel to ensure prompt, professional and efficient service at all times as shown in Figure 4.4-1 below:

Position	Company	Non Shift	1st Shift	2nd Shift	3rd Shift	Posts	Days	FTES
Kitchen Preparers	AGS		(b)(7)(E)					
Cook I	AGS							
Cook II	AGS							
Food Services Total FTE								(b)(7)(E)

Figure 4.4-1 Food Service Department Staffing. *The Food Service Department staffing levels provide the coverage necessary to prepare and serve cost effective meals at optimum freshness, flavor, color, texture and nutritional value.*

AGS will use any and all approaches, within the constraints of the contract, to effectively and efficiently accomplish the requirements of this PWS in a timely manner, at reasonable cost while maintaining

compliance with applicable guidance from the American Correctional Association (ACA) ACA 4-ALDF-Sections 4A, 4B, and 4C; ICE PBNDS 2011 standard 4.1 "Food Service;" United States Department of Agriculture (USDA); Food and Drug Administration (FDA); OSHA; and applicable DHS/ICE policies and procedures (see Section C.21). These services will be made available from the Contractor twenty-four (24) hours a day, 365 days of the year, including Federal Holidays and in accordance with SPC policies and procedures. The estimated quantities of work at each facility are listed in Attachment 2, Workload Estimates.

C.4.4.1 Menu Planning and Meal Service

AGS will provide labor and services and resources to meet the following food service objectives:

- **Meal Planning.** The AGS Food Service Manager (FSM) will develop, implement, and adhere to menus in accordance with Part V.E of the PBNDS Food Service standard. The FSM will make menu selections that meet all nutritional guidelines and U.S. Recommended Daily Allowances (RDA) while remaining affordable and within ICE budget requirements set by the COR. Menus will be planned using the ICE/ERO standard 35-day menu cycle and will include three meals, two of which will be hot meals, during each twenty-four (24) hour period. Menus will work to accommodate the ever changing ethnic and religious diversity of the facility's detainee population when developing menu cycles. The FSM will be solely responsible for food service program planning and resource allocation and use.
- **Meal Scheduling.** The FSM will develop, implement, and adhere to menus in accordance with Part V.D of the PBNDS Food Service standard. Ordinarily detainees will be served three meals at regular times every day; however, the Project Manager may request and with COR approval, implement variations in the food service schedule during religious and civic holidays, provided that basic nutritional goals are met. The dining room schedule will allow no more than 14 hours between the evening meal and breakfast meal. For detainees in holding, holding cell officers will identify requirements to the Cook Supervisor and have sack lunches or other interim meals delivered to the detainees under their supervision. The (b)(4);(b)(7)(E) Detainee Tracker will document all instances when detainees enter the cafeteria. The APM will conduct a weekly audit of the Detainee Tracker reports to ensure detainees are accessing the cafeteria during the regularly scheduled meal times.
- **Meal Service Staffing.** Meal service crews include servers to dispense food and dining room workers who ensure facility sanitation, including keeping the tables and floors clean during the meal service and facility/equipment clean-up after meals. Two Meal Service Crews are provided for 7x24 hour operation, with each crew consisting of one Cook Supervisor each; and Cooks and Food Service Workers as defined in the staffing table. Detainee work detail volunteers may act as a part of the meal service crew in accordance with Part V.C of the PBNDS Food Service standard, but will not be depended upon to fulfill basic PWS requirements. They may fill meal service crew positions based on a quota developed by the FSM and approved by the Project Manager and then ultimately by the COR. The quota will provide staffing according to actual needs, and will eliminate any bias toward over or understaffing. See PWS section 4.4.3 "Detainee Food Service Workers" for additional detail.
- **Food Service Department Staffing.** In accordance with Part V.A of the PBNDS Food Service standard the AGS food service team will consist of a Food Service Manager (FSM) to provide management, standards compliance, dietitian/nutritionist/culinary menu planning; and a Food Service Assistant Manager (FSAM) who will support the FSM, have full FSM authority in his

absence, and provide direct oversight of the staff. The rest of the staff includes Cook II Supervisors and Cook I Food Service Workers (FSWs) personnel who are assigned to support the daily meals settings and shifts as described in the staffing plan. At least one FSW will be a licensed Warehouse Specialist/forklift operator who will support day shift operations and be made available to support special and emergent situations. Schedules are created approximately 30 days in advance, allowing the APM ample time to verify that posts are covered by fully trained and certified staff at all times. Once every quarter, the FSM will run a report covering every shift to validate that staff have completed required training. (b)(4),(b)(7)(F) (b)(4)

(b)(4)

- **Regular, Vegetarian and Medical Diets.** The 35 day menu will incorporate regular, vegetarian and medical diets. Questions regarding orders for special diet meals will be resolved with the COR prior to preparation and delivery. This requirement is fully addressed by PWS sections 4.4.6 “Therapeutic Diets” and 4.4.7 “Special Diets.”
- **Medically Ordered Meals.** When authorized by the Clinical Director (CD), the FSM will make available special prescribed diets for detainees with certain medical conditions. Once prescribed, the diet will be made available to the detainee no later than two (2) meals after the direction is received and will not extend beyond the next business day for implementation. This requirement is fully addressed by PWS section 4.4.6 “Therapeutic Diets.”
- **Menu Certification.** Part V.E of the PBNDS Food Service standard requires a registered dietitian to conduct a complete nutritional analysis that meets U.S. RDAs, at least yearly, for every master-cycle menu planned by the FSM. AGS will submit initial certified menus to the COR for review and approval within thirty (30) days after contract award. Religious menus will also be approved by both the COR and the Chaplin, as required. Substitutions and/or menu revisions will not be permitted without advanced approval from both.
- **Menu Changes.** The FSM or CS may change the menu from time to time to meet changing availability or cost of ingredients (but as infrequently as possible). Changes will be made within the dietitian approved nutritional guidelines. The CS will document any changes made, and report them to the FSM. One-time (i.e., emergency) substitutions may be approved by the COR or ICE designee.
- **Religious Holiday Meals.** AGS will provide for the provisioning of meals during specified times in the course of certain religious holidays. This requirement is fully addressed by and can be found in PWS section 4.4.7 “Specialty Diets.”
- **Pre-assembled Meals.** AGS will ensure that preparation and packaging of food is accomplished in accordance with the PBNDS 2011 standard 4.1 “Food Service,” part V.I.1 “Satellite Meals.” Food will either be ordered as pre-assembled meals, or individual food items that will be assembled on-site in the “Food Service Area”. All efforts to prepare and package food are provided in PWS section 4.4.4.
- **Sample Meals.** The COR may make random and unannounced requests to sample meals for the purpose of determining AGS contract compliance. Upon notification the Cook Supervisor will ensure a sample meal is prepared that is identical in content, portion size and preparation as those that are served to the detainee population. The meal will be delivered to the COR or his/her designee within 30 minutes and as specified under “Pre-assembled Meals,” above.
- **Air Flight Meals.** AGS will prepare Air flight meals as needed and in accordance with direction from the COR using the same procedures specified for “Pre-Assembled Meals,” above.

- **Dietitian Visits.** An AGS dietitian will visit the facility quarterly to inspect the food service operation and provide in-serviced training to food service staff.
- **Holiday Meal Scheduling.** AGS will provide meals during certain religious holidays, such as Ramadan, Passover, at certain specified times and in coordination with the Krome facility chaplain and as determined and approved by the COR. This requirement is fully addressed by and can be found in PWS paragraph 4.4.7 “Specialty Diets.”

C.4.4.2 Positions in Food Service

AGS will provide sufficient qualified personnel to ensure prompt, professional and efficient service at all times including those instances when civic groups have been authorized to use the facility.

- **Food Service Staffing Plan.** The food service staffing plan submitted with the AGS proposal is incorporated by reference in this contract. AGS will maintain Food Service staffing in accordance with that Staffing Plan, but will make modifications as needed and approved by the COR based on actual operational conditions and needs, to ensure contractual compliance. Detainee work detail staff may be included in the Staffing Plan, only with ICE approval. The staffing is summarized in Figure 4.4-1 above.
- **Food Service Personnel Appearance.** AGS will be responsible for food service personnel appearance including the provisioning of uniforms, identification badges and non-slip safety shoes. The uniforms and footwear (safety shoes) are subject to approval by the COR or ICE designated official. Unless the facility administrator establishes other policy, the detainee food worker uniform will consist of the following: white, short-sleeved, summer-type uniform shirts and pants; safety work shoes; and a white paper hat or white cap. White aprons or smocks of either cloth or disposable plastic may be part of the uniform.
- **Pre-Shirt Inspections.** All personnel will be inspected prior to the start of each shift and meal setting to ensure that appearance and health and hygiene standards have been met. Any food service personnel not meeting appearance and/or hygiene standards will not be allowed to work or be present in the food service areas until corrective actions have been taken.
- **Food Service Personnel Training.** AGS will ensure that all food service personnel are trained in accordance with applicable ACA standards and PBNDS 2011 standard 7.3 “Staff Training” prior to beginning work at the SPC. This training will be accomplished upon hire and refreshed annually in accordance with the Krome SPC Master Training Plan. Food service personnel will receive detention related training as well as food service training. (b)(4);(b)(7)(F) (b)(4)

(b)(4)

- **Food Service Manager Accountability.** AGS will provide an experienced Food Service Manager candidate with experience in planning, controlling, directing and evaluating food service operations. The AGS full-time, on-site FSM directs the entire food service program. The FSM will be the primary point of contact for the COR or ICE designated official regarding: food service training programs; food service quality control programs; food service reports and deliverables; food and supply inventories; planned menus; dietician approval of nutritional content; and accounting operations.
- **Gloves, Hair Restraints and Personal Protection Gear.** The FSM will provide and ensure that gloves, hair restraints and personal protection gear are worn by all personnel at all times during operations. Cook Supervisors (CS) will inspect dining facility operations to enforce this

requirement. In the event that any of these items become unserviceable, the CS will ensure that they are promptly replaced and the old equipment properly disposed of accordance with the facility security and recycling policies and procedures.

- **Direction and Oversight of Cook Supervisors.** The FSM will provide direction and oversight to the CSs through the use of written communications, documented policies and procedures, formal training, in process observation, verbal direction and post-performance evaluation.
- **Food Service Employee Training.** In accordance with ACA 4-ALDF-4A-12, all AGS food service personnel will attend at least forty (40) hours of ACA training upon assignment to this contract, and participate in at least thirty-two (32) additional hours of refresher training per year. The Government will provide this training. All AGS food service personnel will complete annual training in CPR and First Aid. AGS will provide a certified CPR and First Aid trainer to conduct this training. AGS food service personnel will attend any other training required by the Government. All AGS employees will be trained in the safety procedures for the use of all equipment in the facility's food service department. (b)(4);(b)(7)(F) tracks all certifications and training to ensure personnel have completed training requirements. Each quarter the FSM will run a Training Currency Report to ensure all staff members are fully trained.

C.4.4.3 Detainee Food Service Workers

The Detainee Voluntary Work Program will be provided as a Government-furnished service for AGSs use in accordance with PBNDS 2011 standard 5.8 "Voluntary Work Program" and ACA 4-ALDF-5A, 5B and 5C (also see PWS Section C.7.19). It is understood that the Government cannot guarantee that detainee volunteer workers will be available in sufficient quantities for any given period of performance or individual meal service. These detainees, when made available by the COR, will participate in food preparation, serving meals, and clean-up. However, detainee workers shall not cook any meals. Additionally, the Government reserves the right to direct the immediate replacement of any detainee at any time.

When detainee workers are used, AGS personnel will submit the Detainee Screening Form to the COR. The FSM will review detainee job descriptions annually to ensure they are accurate and up-to-date. Once the detainee has been hired, and before starting work in the department, the detainee will review the job description with the FSM and will sign for receipt of the paper copy and the review. A copy of the detainee's job description will remain on file for as long as the detainee remains assigned to the food service department. Once hired, AGS will manage detainee workers as follows:

- **Detainee Orientation and Training.** To ensure a quality food service program and instill good work habits, each CS shall instruct newly assigned detainee workers in the rules and procedures of the food service department. During the orientation and training session(s), the CS will explain and demonstrate safe work practices and methods, and will identify the safety features of individual products/pieces of equipment.
- **Workplace Hazard Training.** Training will also include workplace-hazard recognition and deterrence, including the safe handling of hazardous materials. This training will also include the interpretation and use of MSDS Identification sheets, procedures for maintaining a safe working environment, and procedures for the proper responses for HAZMAT incidents. Detainees, staff and others will be protected from health-related harm by advance medical screening and clearance before any detainee is assigned to work in food service operations.
- **Protective Devices.** AGS will provide detainees with protective devices and clothing required under the 2011 PBNDS, USDA and OSHA regulations for food service workers. Detainees will

learn to use and understand protective devices and clothing, and to report any malfunctions or other safety-related problems to their supervisors.

- **Wrongdoing.** The COR will be notified of any confirmed acts of wrongdoing by any detainee volunteer workers. This will be reported through the chain of command to the FSM, who will generate the notification to the COR with a copy to the PM.
- **Training Records.** The CS will document and maintain records of all training provided to detainees using (b)(4);(b)

Additionally AGS will:

- **Train Its Own Employees.** AGS will train its food service employees in issues regarding detainee rights and facility security and control in order to ensure proper supervision. This training will occur upon employment and be reviewed during annual refresher training.
- **Observe and Control Detainees.** Food Service staff will work closely with Officers assigned to the dining facility to observe and control work detail detainees. The FSM will inform staff of the local counting procedures, and will establish measures to ensure that the procedures are followed. The FSM will ensure that all detainees are present for count by detention staff. All counts will be conducted in accordance with count procedures outlined in C.7.4. Staff must be able to account for detainees at all times. The counting officer will have a staff observer/backup during each count.
- **Daily Searches.** The AGS team will support all facility established daily searches of detainee work areas as part of standard operating procedures, paying particular attention to trash receptacles. Searches of detainees leaving certain work areas (e.g., bakery, vegetable preparation, dining room, warehouse) will be administered to reduce the possibility that hot food or contraband could leave the restricted area. Unless otherwise directed by facility policy or special instructions, staff will prevent detainees from leaving the food service department with any food item. Food service personnel as well as facility detention staff will conduct food service area searches as needed to enforce this policy.
- **Report Threats.** AGS Food Service personnel will immediately report any perceived threat to the Detention Officer or Supervisory Detention Officer on duty and additionally the FSM who will in turn notify the AGS Project Manager.
- **Consequences of Wrongdoing.** The COR will be notified of any confirmed acts of wrongdoing by any detainee employees. This will be reported through the chain of command by the PM or his/her designee when initiated by the FSM who will generate the notification and report. The Government reserves the right to direct the immediate replacement of said detainee employee(s).
- **Discipline.** Under no circumstances will AGS staff discipline a detainee during work time or violate any detainee rights.

C.4.4.4 Food Preparation

- **General.** The AGS Cook Supervisors (CS) will ensure that Government provided food preparation guidelines are followed for foods utilized from the storeroom. The menu generated by the FSM will be created with recipes that meet the demand of the diverse population with specific attention to ethnic and religious consideration for the detainee population composition. As that composition changes, the FSM will adjust the menu and recipes as needed and practical. The FSM will oversee the Cook Supervisors and cooks ensuring that they progressively prepare food items to ensure optimum freshness, flavor, color, texture and nutritional value.

- **Food Service Manager Supervision.** Meals will be prepared, delivered, and served under the supervision of the Food Service Manager and in accordance with approved recipes. The FSM will ensure that the Cook Supervisors understand recipe instructions and menu requirements. The CS is responsible for ensuring that all items on the 35 day master-cycle menu are prepared and presented according to approved recipes. This responsibility includes assessing the availability and condition of ingredients required by particular recipes, and communicating supply needs to the FSM. For this reason, the CS will review upcoming menu items as much in advance as possible. The CS has the authority to change menu items when necessary. Every such change or substitution will be documented and forwarded to the FSM. The CS will exercise this menu-changing authority as infrequently as possible.
- **Food Handling.** Knowledge of ingredients, quantities and food preparation techniques and procedures is essential for producing quality products. Food will be prepared with minimal manual contact. Food service workers will thoroughly wash fruits and vegetables with fresh water before cooking or serving raw. To prevent cross-contamination, separate cutting boards must be used for raw and cooked foods. The cutting boards must be washed, rinsed, and sanitized between every use. The FSM will require use of color-coded cutting boards, which reduce the risk of cross-contamination during food preparation.
- **Taste Testing.** Workers will test-taste with a clean fork or spoon only; using a food preparation utensil awaiting washing is prohibited. All test tasting utensils, unless disposable, will be washed after every use.
- **Temperature Testing.** Any food cooked at a lower temperature than provided below constitutes a food safety hazard, and will not be served. Food Service Cooks involved in cooking will ensure that foods are cooked at the required temperatures, as follows:
 - Raw eggs, fish, meat, and foods containing these items – 145 degrees F, or higher.
 - Game animals, comminuted (ground) fish and meats, injected meats, and eggs not intended for immediate consumption – 155 degrees F or higher.
 - Stuffing containing fish, meat or poultry – 165 degrees F, or higher.
 - Roast beef and corned beef – 145 degrees F, or higher.

Temperature testing will be performed by the cooks during food preparation and tested and recorded at each meal by the CS. Testing instruments will be calibrated and tested frequently by the FSM or a Quality Inspector to ensure they are accurate and functioning properly.

- **Thawing.** Potentially hazardous food will be thawed in one of the following manners:
 - Under refrigeration that maintains the food at 41 degrees F or below
 - Submerged in running water:
 - At a water temperature of 70 degrees F or below.
 - With sufficient water velocity to agitate and float off loose particles in an overflow.
 - For a period that doesn't allowed thawed portions of ready-to-eat food to rise above 41 degrees F.
 - For a period that does not allow thawed portions of a raw animal food requiring cooking for more than four hours.
 - The allowed periods for thawing include the time the food is exposed to the running water, the time to prepare food for cooking, or the time it takes under refrigeration to cool the food to 41 degrees F.

- As part of a cooking process, provided there is continuous (uninterrupted) cooking throughout the process.
- **Protection of Food Items.** Food and ice will be protected from dust, insects and rodents, unclean utensils and work surfaces, unnecessary handling, coughs and sneezes, flooding, drainage, overhead leakage, and other sources of contamination. Protection will be continuous, whether the food is in storage, in preparation/on display, or in transit.
- **Canned Food Items.** The AGS team will not use, or serve any canned food that has abnormal color, taste, or appearance; has passed its expiration date; or which is contained in cans that show abnormalities such as bulging at ends, swelling, or leakage. Damaged cans will be set aside and documented on the continual inventory list for return and credit from the supplier. The Cook supervisor will frequently inspect canned goods for signs of damage.
- **Limited Leftovers.** AGS will plan menus and will control food preparation in such a manner as to limit leftovers and waste. Prepared food items that have not been placed on the serving line will be retained for no more than 24 hours. Leftovers offered for service a second time will not be retained for later use, and will be discarded immediately after offering. All leftovers will be labeled to identify the product, preparation date, and time of preparation.

C.4.4.5 Satellite Meal Service

- **General.** The AGS team will provide meals away from the dining facilities (e.g., general housing units, the Safety Management Unit (SMU), remote housing areas, etc.) to meet operational requirements, as directed by the COR or ICE designee. The AGS team representative or Government representative assigned to pick up the satellite service meals will sign for meals received and maintain this documentation. The representative will be responsible for ensuring the return of all non-expendable equipment and wares furnished with these meals. If the property is not returned, the AGS team Representative will notify the AGS Food Service Manager (FSM) who will then contact the COR or ICE designee regarding its return or to reduce the Contractor's inventory accordingly.
- **Temperature of Foods.** The AGS FSM will administer this program in a manner that ensures sanitary standards required under PBNDS, ACA and USDA regulations for the safe handling of food, from preparation to actual delivery, are met and maintained for the satellite meals. The processes to meet these standards are provided in depth in the PWS sections 4.4.4 "Food Preparation" and 4.4.9 "Sanitation". Satellite meal menus, special handling and microwave instructions (if applicable) will be posted where satellite meals are served.

Food will be kept sufficiently hot or cold to arrest or destroy the growth of infectious organisms. The FSM will ensure that staff members understand the special handling required with potentially hazardous foods, such as meat, cream or egg dishes. All assigned staff must understand the critical importance of time and temperature in delivering safe food. To prevent bacteria growth, food must be prepared and held at the proper temperatures until served. Satellite tray meals must be delivered and served within two hours of food being plated.

Satellite food service meals will be serviced within acceptable temperature ranges (120-140 degrees Fahrenheit for hot meals and 35-40 degrees Fahrenheit for cold meals). Hot food will be delivered in enclosed, insulated hot cabinets at 140 degrees Fahrenheit. Food will be maintained at safe levels and the Contractor will re-heat food until it is brought back to safe temperatures

Outside foods prepared in bulk for transportation to a remote housing unit or other location will be transported in thermal containers that maintain cold items at temperatures below 41 degrees Fahrenheit; and/or hot items at or above 120 degrees.

C.4.4.6 Therapeutic Diets

- **Therapeutic Diet Prescriptions.** The AGS FSM and certified dieticians, when authorized by the Clinical Director (CD) or responsible party via Form IHSC-819 or equivalent, will prepare and serve therapeutic diets to detainees. Prescriptions for therapeutic diets will be specific and complete, furnished in writing to the FSM and reissued in accordance with the applicable standard. The written direction will be required to specify the type of therapeutic diets to be prescribed and, if necessary, renewed, in 90-day increments. Once prescribed, the diet will be made available to the detainee within the next two meal servings and no later than the next business day. The Food Services Manager runs a daily report of all detainees receiving therapeutic meals. At each meal, the assigned food server will verify on the report that the meal was prepared as ordered by IHSC and was received by the detainee.
- **Therapeutic Diet Manual.** The FSM will keep therapeutic diets as simple as possible and strive to conform, without compromising any medical requirements, to the foods served other detainees. AGS will maintain a therapeutic diet manual in the food services areas for reference and information and update this reference as changes and modifications are made. All questions regarding orders for special diet meals will be resolved by the FSM with the COR prior to preparation and delivery of a specialty meal. The AGS Cook Supervisor will prepare all therapeutic diets in strict compliance to both the IHSC-819 and FSM instructions. Each therapeutic diet/meal will be inspected by the Cook Supervisor prior to be released for serving.
- **Detainees Special Meal Receipt Validation.** AGS food service personnel will follow the Krome approved prescribed procedures of identification to ensure that the proper detainees are provided with special meals. The CS will verify the identification of the detainee presenting a therapeutic meal chit and ensure the proper meal is delivered to him. This will be noted in the Therapeutic Diet Log, which will be available for review on (b)(4);(b)(7)(F). The cook on duty will notify the FSM and/or CS in writing any time a detainee on a therapeutic diet refuses the special meal or accepts the regular meal from the main food service line.

C.4.4.7 Special Diets

- **General.** Detainees whose religious beliefs require adherence to particular dietary laws or generally accepted religious guidelines and practices will be referred to the chaplain. The chaplain will verify the religious diet requirement by reviewing files and consulting with religious representatives. The chaplain and FSM will collectively verify the requirement and issue specific written instructions for the implementation of the diet as soon as practicable and within 10 business days of verification. Once a religious diet has been approved, the FSM will issue, in duplicate, a special-diet identification card. The FSM will ensure that the food service department receives one copy of the special-diet identification card. The second identification card will be issued to the detainee who, at every meal, must present the card to the CS on duty. Any time a detainee on a religious diet refuses a meal and/or accepts the regular mainline meal in place of the religious meal, the cook on duty will notify the FSM in writing. The Food Services Manager runs a daily report of all detainees receiving special meals. At each meal, the assigned food server will verify on the report that the meal was prepared as ordered by the chaplain or ICE and was received by the detainee.

- **Special Diet Roster.** The FSM will make provisions to provide specialty meals during certain religious holidays, such as Ramadan and Passover, at certain specified times and in coordination with each facility's chaplain. The FSM, within practical limits, will keep special diet meals as simple as possible and will strive to conform as closely as possible to the foods served other detainees. Additionally the FSM will maintain a religious/special diet roster which indicates the names of the detainees who require religious/special diet meals, and the CS's will be annotated when approved detainees receive the special approved meals. The Cook Supervisor will prepare all special diets in strict compliance to both the Facility Chaplain and FSM instructions. Each special diet/meal will be inspected by the Cook Supervisor prior to being released for serving.
- **Common Fare Meals.** Common Fare meals will be served with disposable plates and utensils, except when a supply of reusable plates and utensils has been set aside for common fare service only. Separate cutting boards, knives, food scoops, food inserts and other such tools, appliances and utensils will be used by the cooks and food service workers to prepare and serve common fare foods, and will be identified accordingly. Meat and dairy food items and the preparation and service utensils used with each group will be stored in areas separate from each other. A separate dishpan will be provided for cleaning these items if a separate or three-compartment sink is not available. The chaplain will be required to escort other clergy to the common fare preparation area for frequent, random monitoring of compliance with religious dietary requirements.

C.4.4.8 Emergency Food Service Plan

- **General.** In accordance with PBNDS 2011 standard 1.1 "Emergency Plans," AGS will maintain a comprehensive Emergency Contingency Plan and Emergency Food Service Plan (EFSP) tailored to the Krome project site that assures continuity of food services in cases of natural or man-made disasters, labor disputes or other conditions affecting either preparation or delivery of meals. The Krome plan will include all related policies, standard operating procedures and checklists, logs, and reports.
- **Food Inventory.** The Food Service Manager will run a weekly food inventory report to verify a 15 day supply of food is always on hand. An on-call emergency schedule will be populated with the regular staff schedule on a 35 day cycle to ensure an adequate and ready pool of food service workers should an emergency arise. In emergency situations, the food service department will be required to prepare one or more sack lunches for each detainee being evacuated and may require one or more cooks to travel and support the evacuation operation. The APM will perform monthly audits of staffing and food inventory to confirm contract compliance.
- **Extended Overnight Hours.** In accordance with PBNDS 2011 standard 1.1 "Emergency Plans," if required, food service employees will be made available to work extended overtime hours during emergencies at the direction of the COR.
- **Kitchen Shutdown.** During emergencies, such as escapes, AGS will be responsible for the shutdown of the kitchen, performing tool inventories, and ensuring that tools and knives are safely locked and secured. If required and directed by the COR, AGS staff will provide satellite feeding when detainees are returned to the dorms. See PWS paragraph 4.4.5 "Satellite Meals" and paragraph 4.4.12 "Keys, Knife and Tool Control" for a complete description of those specific requirements.
- **Critical Security and Control Activities.** The FSM will work closely with the facility Project Manager and/or most senior on-site Supervisory Detention Officer during any emergency in order to coordinate all activities with critical facility security and control requirements. AGS, as part of its

Emergency Food Services Plan, will utilize prescribed and documented QMS procedures for control of knives and other potentially dangerous materials. Accountability for all such items will be confirmed during emergency conditions at the facility. All steps necessary to ensure positive control of these items throughout the duration of the emergency event will be taken. All AGS food service personnel will be trained and drilled in the use of the AGS Emergency Food Service plan at a minimum of once per quarter. Please reference PWS paragraph 4.4.12 “Keys, Knife and Tool Control” for a complete description of these specific requirements.

- **Incorporation In Quality Control Plan.** The Emergency Food Service Plan is provided in its entirety as part of the facility Quality Control Plan.

C.4.4.9 Sanitation

ICE will conduct on-site pre-inspections prior to approving any vendors and will also perform random and unannounced inspections.

- **Vendor Standards.** All vendors used by AGS for providing meal ingredients and/or purchased complete meals under this contract will be audited and routinely inspected to ensure they comply with all health and sanitation standards stipulated by the FDA, USDA, OSHA, DHS/ICE policies and 2011 PBNDs. AGS will prequalify vendors and suppliers and submit them for COR approval prior to entering into any formal supplier agreements. The Warehouse Supervisor will inspect all products received from said vendors and verify compliance to all standards prior to accepting them into the Food services inventory for use and distribution.
- **Dining Room Cleaning.** AGS will promote a culture of good housekeeping within the workforce. The on duty Cook Supervisor will be responsible for ensuring that dining room tables and the dining facility in general is kept neat and has a clean appearance at all times. The CS’s will delegate responsibility to the Food Service Workers and they will monitor the cleaning and clearing of dining room tables. The assigned food services personnel will clear, clean, and sanitize surfaces, using solutions that have been verified by the CS to meet ACA Standards for dining room tables, chairs, or benches. The CS will staff these activities at the levels need to meet a rate sufficient to ensure tables are cleared and cleaned following each setting. The CS will inspect the dining facility at the conclusion of each setting and confirm that it is ready for the next setting prior to beginning the next schedule meal service.
- **External and Internal Sanitation.** AGS will ensure that both the external and internal areas of operation are clean and sanitary in accordance with the PWS. These areas include, but are not limited to, the kitchen areas, dining hall, storage areas, adjoining hallway and walkways and restroom facilities. The CS will inspect all food service and dining areas at the beginning of each shift and periodically throughout each shift to ensure that these areas maintain a clean, neat and orderly appearance at all times.
- **Floor Cleaning.** The Cook Supervisor (CS) will continuously observe and inspect floors and walkways throughout each shift to ensure a clean, neat, safe and orderly condition exists at all times. All floors and walkways will be kept free of debris and spilled liquids will be removed immediately upon detection. The on duty CS is charged with the responsibility for ensuring that proper safety guidelines are adhered to at all times. This includes the wearing of safe “rubber-soled” shoes by all food service workers. Signs will be placed to notify patrons of hazardous floor conditions when floors are being mopped or waxed.

- **Dish, Pots and Pan Cleaning.** The on duty CS will assign voluntary food service workers, when available, to perform the job functions of dishwasher and overall sanitation. Workers will use moist cloths for wiping food spills on kitchenware and food-contact surfaces. All equipment that will be utilized by all food service personnel will be cleaned, rinsed frequently in sanitizing solution, soaked in the sanitizing solution between uses and used solely for this purpose. AGS will use both manual and mechanical processes for accomplishing cleaning and sanitation of dishes, pots, pans and cooking utensils under the Krome SPC Food Service Program. When manually cleaning, the Cooks and Food Service Workers will utilize a sink with at least three labeled compartments for manually washing, rinsing, and sanitizing dishes, pots, pans, utensils and equipment. Mechanical cleaning may include both spray and immersion dishwashers and devices.
- **Satisfactory Health Inspection Rating.** Under this contract AGS will comply with all health and sanitation standards stipulated by the FDA, USDA, OSHA, DHS/ICE policies, 2011 PBNDS standards and all other applicable regulations which will result in at least a “Satisfactory” health inspection rating. Copies of all of these standards will be maintained in the Food Service office by the Food Service Clerk and updated as needed to ensure compliance. When changes in requirements are identified, the FSC will immediately notify the FSM so that training can be created or adjusted to meet the new requirement and be accomplished with the staff in the most expeditious manner possible.
- **Food Service Facility Inspection.** The FSM will inspect the food service facility daily, in addition to the routine inspections performed by the Cook Supervisors and maintain a food service inspection log, which will be uploaded daily to (b)(4);(b)(7)(C). The FSM will submit this log to the AGS Krome SPC Program Manager for submission to the COR or ICE designee at a minimum each week. The following areas at a minimum will be inspected for sanitation and safety considerations:
 - Clean, well-lit, and orderly work and storage areas.
 - Overhead pipes removed or covered, to eliminate the food-safety hazard posed by leaking or dusty pipes.
 - Routinely cleaned walls, floors, and ceilings in all areas.
 - Ventilation hoods, to prevent grease buildup and wall/ceiling condensation that can drip into food or onto food contact surfaces. Filters or other grease-extracting equipment will be readily removable for cleaning and replacement.
 - Eighteen-inch clearance (minimum) underneath sprinkler deflectors.
 - Boxes on dry storage racks will have a minimum of one inch between the box and the wall.
 - Hazard-free storage areas
 - Bags, containers, bundles, etc., stored in tiers; stacked, blocked, interlocked, and limited in height for stability/security against sliding or collapsing
 - No flammable material; no loose cords, debris, or other obvious accident-causers (stumbling, tripping, falling, etc.);
 - No pest-harborage.
- **Culture of Cleanliness.** The FSM will develop a program to educate and train all Food Service Program employees to be responsible for, and maintain the highest level of sanitation in the food service department. The FSM and Cook Supervisors will promote a “culture of cleanliness and sanitation” and ensure that all cooks and detainee workers are fully trained in personal cleanliness and hygiene; sanitary methods of preparing, storing, and serving food; and the sanitary operation,

care and maintenance of equipment, including automatic dishwashers and pot-and-pan washers. This training will be fully documented and approved by the training officer and each employee will have a training record as part of their file that documents the areas trained in, the proficiency obtained in that training, and the next scheduled refresher or recertification date for the training areas. The Cook supervisor will document and maintain records of all training provided using

(b)(4);(b)(7)(F)

- **Pre-assignment Medical Exams.** The FSM will insure that all food service personnel, including staff and detainees involved in the preparation of food will receive a pre-employment medical examination due to the importance of identifying those communicable diseases more likely to be found in the immigrant population. Additionally monthly and as needed reexaminations will be conducted in order to ensure that those who have a communicable disease in any transmissible stage or condition are excluded or removed from the workforce. Workers must pass this exam prior to working within the kitchen. The FSM will document and maintain records of all medical clearances using (b)(4);(b)(7)(F) and pull reports detailing currency.
- **Personal Hygiene of Food Handlers and Staff.** Cook Supervisors will inspect all food service employees prior to the start of each shift. Food Services personnel will wash hands thoroughly with soap/detergent and water before starting work. Staff and detainees will not resume work after visiting the toilet facility without first washing their hands with soap/detergent and water. The FSM will post signs to this effect. Additionally all personnel will wash their hands as often as necessary during the shift to remove soil or other contaminants.
 - Food Service employees will be monitored under a health check program on a daily basis and be required to report any medical conditions, including: skin rashes, open lesions, viral infections, bacterial infections, or any other condition that could be transmitted by handling food; to their immediate supervisor.
 - Detainee food service workers will be provided with and use clean white uniforms while working in a food preparation area or on the serving line and will wear gloves for the handling and serving of “ready to eat” foods.
 - All staff and detainees working in the food preparation and service area(s) will use effective hair restraints. Personnel with hair that cannot be adequately restrained will be prohibited from food service operations
- **Recycling.** The FSM will be responsible for and will maintain a recycling program in accordance with the Krome SPC guidelines and will utilize the designated recycling containers provided by the COR or ICE designee. If the established recycling program has the ability to generate revenue, the proceeds from these activities will be turned over to the Project Manager for return to the COR.
- **Trash Removal.** AGS understands that trash removal from designated areas is considered to be a Government furnished service. The Cook Supervisors will be responsible for the removal of trash from the food service department to the designated areas. Garbage and other trash will be collected and removed as often as possible. The garbage/refuse containers will have sufficient capacity for the volume, and will be kept covered, cleaned frequently, and be insect- and rodent proof. Personnel tasked with cleaning garbage cans will not go directly to preparing food without bathing and changing clothes.
- **Pest Control.** The FSM is responsible for monitoring pest control in the food service department. The FSM will take all precautions to ensure the proper cleanup and cleanliness of the food service area to minimize the risk of attracting pests. In the event pests or evidence of pests are found, the party detecting the problem will notify the FSM who will in turn notify the COR or ICE designee.

Notification will be made immediately to ensure minimum disruptions to the food service operations.

- **Food Protection from Pest Control.** The FSM will ensure that food service processes are not affected by immediate pest control situations through scheduling during non-use times, isolation, segregation of areas or any other means needed. Pest Control inspections are conducted, at a minimum, monthly.
- **Air Curtains.** Air curtains or comparable devices will be used on outside doors where food is prepared, stored, or served to protect against insects and other rodents. The FSM and Cook Supervisors will inspect these devices for proper operation at the beginning of each day and each shift and immediate report deficiencies to the project manager and COR for corrective action

C.4.4.10 Ordering

The AGS Food Service Manager (FSM) will be responsible for all aspects of ordering both edible and non-edible inventory items under the Krome SPC Food Service Program. Under the direction of the FSM, the Food Service Clerk (FSC) will be responsible for placing and tracking all orders developed by the FSM and approved by the project manager and COR for purchase. AGS will conduct the following activities:

- **Approved Vendors.** The FSM will maintain a list of COR approved vendors such as the Defense Logistics Agency for the procurement of all edible food stock and non-edible inventory to be procured for use under the Krome SPC Food Service Program. The FSM will ensure that this approved list is sufficient enough in depth of qualified sources to be able to fully support the food service program requirements and mitigate risks such as, limited seasonal sources vending, too few redundant vendor capabilities, limited geographic diversity in vendors and others. All orders to vendors for edible items will be based on COR approved menus only.
- **Order Approval.** The FSM will submit orders for both edible and non-edible items to the COR or ICE designee, with the project manager on copy, for approval prior to placing any order for procurement.
- **Placement of Orders.** Upon approval of orders for procurement the FSC will place all edible orders developed by the FSM and they will only be placed with ICE and COR approved sources. Non-edible orders will be place by the FSC with vendors who provide the lowest cost possible that provides best value for the ICE customer. Edible and non-edible items will always be segregated into separate orders even if placed with the same vendor for both.
- **Proposed Food Items and Supplies Costs.** AGS has not included any cost for edible or non-edible items as part of the proposal. All food items and supplies are to be furnished by ICE.
- **Ordering Cycles.** The FSM will develop edible and non-edible orders in a manner that will ensure that standard food item orders are able to be placed weekly by the FSC. Special consideration will be given for perishable food items subject to spoilage and those orders will be placed with a frequency and at the inventory levels needed to preclude spoilage to the greatest extent possible. All non-edible items will be ordered with a frequency that ensure smooth uninterrupted food service and will be done at stocking levels that provide the best possible value for the ICE customer.

C.4.4.11 Receipt, Storage, Inventory and Accounting

- **Receipt, Storage, inventory and Accounting.** The Warehouse Specialist will receive all orders as they arrive at the facility and inventory all items received against the purchase orders to ensure that all items expected to be delivered were in fact received and are in acceptable conditions. In

the event that any items are found to be missing, the WS will immediately notify the Food Services Clerk (FSC) who will assess the impact of the shortages and immediately report the deficiency's to the Food Service Manager, with recommendations for shortfall resolution.

- **Inspect Food Items.** After matching incoming items with the invoice, purchase order and control specifications, The WS will inspect all items prior to introducing them into the inventory system. Weekly deliveries of fresh produce, meats and other perishable items will be inspected for freshness, quality and general appearance. The WS will supplement their inspections of perishables with random checks of weight, count, size, etc. The WS will verify that the temperatures of all refrigerated and frozen foods are in the acceptable ranges at time of delivery. Any items found to be damaged or outside of acceptable ranges will be rejected and the FSM will be notified of the discrepancy. Once a delivery has been determined to be acceptable the WS will document the date received directly on the item packaging and place the item into the facility inventory.
- **FIFO.** All stocking and storage will be accomplished in accordance with PBNDS 2011 standard 4.1 "Food Service," Section V.K. "Food Storage, Receiving and Inventory", paragraph 3 "Food Receipt and Storage". The WS will place the date of receipt on the packaging and store items in the stockroom upon receipt using the First-In, First-Out (FIFO) process. The following procedures apply when receiving or storing food:
 - Store all food item products at least six inches from the floor and sufficiently far from walls to facilitate pest-control measures. A painted line may guide pallet placement. Wooden pallets may be used to store canned goods and other nonabsorbent containers, but not to store dairy products or fresh produce.
 - Store perishables at 35-40 F degrees to prevent spoilage and other bacterial action, and maintain frozen foods at or below zero degrees.
 - Prevent cross-contamination by storing foods requiring washing or cooking separately from those that do not.
 - Do not store food in locker rooms, toilet rooms, dressing rooms, garbage rooms or mechanical rooms, or under sewer lines, potentially leaking water lines, open stairwells or other sources of contamination.
- **Accurate Inventory.** The FSM will be responsible for maintaining an accurate and continual inventory of food through appropriate ordering of supplies based on the facility population. At a minimum, AGS will maintain a 15-day supply of food on hand at all times. Food service inventory represents significant financial resources converted into goods in the form of food, supplies and equipment. All food service personnel will be made aware of the value of the inventory and of his/her responsibility for the security of these goods upon receipt. The 35 day master-cycle menus offer guidance to the FSM for planning inventory levels. Inventory levels will be established, monitored by the FSC and CS's and periodically adjusted to correct excesses or shortages.
- **Food Service Budgeting.** The AGS team will utilize a perpetual inventory system at the SPC. "Perpetual Inventory" is the process of recording all food service purchases and food distribution. Although details may vary, the information recorded always includes the quantity on hand, quantity received, levels of refrigerated and frozen foods and their storage periods, quantity issued unit cost for each food and supply item and the cost per meal and monthly cost per meal per detainee. Perpetual inventory records will provide the FSM with up-to-date information on product usage, and act as a guide for further purchases.

- **Records of Meals Served.** The FSM will maintain accurate records of all meals served. These records will include at a minimum the number of meals served to detainees, employees, staff, and meals served off-site including sack lunches and ICE Air Operations meals, which was formerly accomplished through the Justice Prisoner and Alien Transport Services (JPATS), on a daily and monthly basis. The contractor will supply the FSM with a computer and a database to track the food service accounting and recordkeeping requirements. This computer will be made accessible to the Government and will comply with all facility regulations regarding internet connectivity.

Added-value (b)(4);(b)(7)(E) (b)(4)
 (b)(4)

- **Non-edible Supply Usage.** The Food Service Clerk (FSC) will control and issue all non-edible supplies and will be accountable for all usage. All non-edible supplies will be secured under lock and key until issued and will be inventoried and reconciled monthly. The FSC will prepare a report for the FSM and project manager for submission to the COR or ICE designee monthly.

C.4.4.12 Keys, Knife and Tool Control

- **General.** In accordance with PBNDS 2011 standard 2.7 “Key and Lock Control” and ACA 4-ALDF Section D “Access to Keys, Tools, and Utensils,” AGS will maintain written key, knife and tool control policies and specific procedures for the Krome SPC Food Service Program, based on PBNDS 2011 and ACA standards. At a minimum these policy and procedures will ensure that all keys, Class A and Class B tools and knives are properly controlled; can lids are safely disposed of; access permissions and physical control are addressed, accountability and storage requirements of all items covered by this policy are established; that lost item recovery and reporting methods are defined; and training requirements are established for the program. After each work shift, the food service supervisor will conduct a tool and knife inspection to ensure all tools and knives are accounted for. The Food Service Manager will do an additional check to verify inventory accuracy. All keys, Class A tools, Class B tools and knives will be monitored and inventoried by the (b)(4);(b)

(b)(7)(E)

- **Knife Inventory.** In order to ensure all knives and potential weapons, are secured and accounted for, The AGS FSM will maintain a master inventory of all knives and tools in the food service area and store them (b)(7)(E) Inspections will be completed on a daily basis, after each meal setting and prior to the release of detainees from any shift. Inventories will also be accomplished quarterly, and again on an annual basis. Inventory forms will be completed by the FSM and submitted to the project manager for submission to the COR or their designee as required. AGS will use these inspections to confirm that the correct numbers and types of knives and tools are secured, accounted for, and are in a serviceable and safe condition at all times. If a knife or tool is misplaced or lost, staff will immediately notify the FSM who will provide a written report of loss immediately to the COR or ICE designee and the Supervisory Immigration Enforcement Agent on duty. The CS on duty will hold detainees who may have had access to the missing knife or tool in the area until a thorough search is conducted and the missing item is accounted for and the detainees are cleared for release by the project manager.
- **Sharps Training.** The AGS Training Officer will develop a training program module specifically for this policy and will ensure that all employees are trained on this policy in order to avoid the loss of control over keys, knives, tools, can lids and other sharp objects that can lead to serious facility security and physical threats to detainees, staff and others. This training must be successfully

accomplished by all food service personal prior to being allowed to work any shift in the food service area. Additionally, each employee must receive and pass quarterly refresher training in support of this policy.

C.4.4.13 Equipment Maintenance and Repair and Inventory

The Government shall provide all food service equipment maintenance and repair with the exception of any maintenance or repair of equipment required as a result of Contractor negligence, loss or mistreatment. These maintenance and repair activities will exclude any maintenance or repairs that are required as a result of AGS employee negligence or equipment mistreatment. In the event of negligence, loss, or mistreatment of equipment by contractor's employees, AGS will be responsible for the required immediate maintenance, repair, or replacement of the affected items.

- **Equipment Inspection.** The Food Service Manager (FSM) or in the event of his absence his designee, will inspect and document the condition and serviceability of all food service equipment prior to the start of preparations for the first meal of the day. Additionally, prior to the preparation for and start of each meal setting (breakfast, lunch and dinner), the on-duty Cook Supervisor (CS) will inspect all equipment and tools to be used by the food service team. When maintenance and corrective actions that are the result of normal operations and equipment usage are identified during inspections or throughout the course of daily program operations the FSM will prepare the required work orders and submit them to the project manager for review and approval. Once approved the project manager will submit final work order requests to the COR or ICE designated official for the scheduling and execution of the needed maintenance or repairs.
- **Equipment Inventor.** On an annual basis the FSM and Food Services Clerk will conduct a full physical inventory of all Government furnished food service equipment and submit the reconciled inventory list to the COR or ICE designated official.

C.4.4.14 Employee Meal Purchase Program (Meal Ticket Program)

All ICE/ERO staff and guests, including medical and security personnel, may participate in the facility's Meal Ticket Program as "employees." Employees will be able to purchase breakfast, lunch and dinner for a cost of \$1.50 per meal. AGS will implement a debit card system for the meal ticket program. The CS will check the debit card system daily to ensure proper functioning and document that in the logbook. (b) (4)

(b)(4)

The project manager or COR may authorize the serving of meals without charge to persons rendering a special service to the facility and to certain other guests by issuing them guest meal tickets. When practicable, the project manager or COR will notify the FSM, in writing, before the appearance of an authorized guest.

C.5 Post Orders

The AGS team will develop and provide a complete set of post orders in accordance with 2011 PBNDS standard 2.9 "Post Orders" within 30 days of award. A master copy of all Post orders will also be provided to the COR. (b)(4)

(b)(4)

AGS will maintain post orders for all assigned posts at all locations within the AGS areas of responsibility at the Krome Service Processing Center (SPC), Miami International Airport (MIA), Larkin Community Hospital,

and all other static locations such as hospitals and hotels as assigned by the COR. These Post Orders will meet the following Objectives:

- **Standards & Policies.** Post orders will be based on experience and knowledge of existing post orders. Post orders will be fully compliant with and based on the requirements identified in the PBNDS 2011, ACA standards and will include any amendments based on memoranda and national notification by the Enforcement and Removal Operations Division. Post orders will conform to local facility policy, requirements, and practices.
- **Currency & Updates.** Post orders will be kept current at all times and reviewed annually for overall update compliance. No updates will be incorporated without prior COR approval. This will include required review and updates reflecting changes to emergency plans and procedures that affect a specific post. A hard copy master listing of post orders will be maintained in the Control Room.
- **Procedures.** Post orders will be written so that each Officer assigned to the post knows the procedures, duties, and responsibilities of that post. The post orders will contain step-by-step procedures in sufficient detail to guide an Officer assigned to that post for the first time and provide for the assignment of appropriate relief personnel through the use of reserve force personnel. All staff will be trained on Post Orders.
- **Post Assignments.** Post orders will indicate that Officers will not leave their post until properly relieved by another Detention Officer. All Post order schedules shall include instruction identifying requirements for relief, breaks, and transfer of responsibility during shift change. Detention Officers will receive a pre-shift briefing, to include identification of any changes to post orders.
- **Acknowledgement.** Post orders will be acknowledged by each Officer assigned to the post by signing and dating the order. Each time an Officer receives a different post assignment, he or she shall be required to read, sign, and date those post orders to indicate he or she read and understands them.
- **COR Review.** Post orders will be submitted to the COR for review and approval within thirty (30) calendar days after contract award. Updates shall be submitted to the COR for review and approval prior to implementation.
- **Removal.** Post orders will only be removed from the designated post with COR written approval. No Post orders will be copied or reproduced in any fashion without COR written approval.
- **Muster Time.** All post orders will provide a muster time at the beginning of each shift to ensure continuity of operations.

C.6 Logbooks

At each post, the Contractor will provide a logbook for Officers to complete and document activities. Logbook usage is required per PBNDS 2011 section 1.1 "Emergency Plans"; 2.4 "Facility Security and Control"; 2.5 "Funds and Personal Property"; 2.7 "Key and Lock Control"; 2.9 "Post Orders"; 2.12 "Special Management Units"; 2.13 "Staff-Detainee Communication"; 5.1 Correspondence and Other Mail; 5.1 "Recreation"; 5.7 "Visitation"; and 7.1 "Detention Files."

The AGS team will maintain accountability at all locations under its control including the Krome Service Processing Center (SPC), Miami International Airport, Larkin Community Hospital, as well as for aliens in transit between these locations, and all other static locations assigned by the COR. At a minimum, logbooks will be maintained in real time at the following locations:

- Main Control and all Sub Controls

- Housing
- Visitation
- All Entrances and Gates
- Medical
- Intake and Release and all hold rooms
- Airport Hub
- All Remote Medical locations
- All Remote Hotel Locations
- All Transport and perimeter vehicles

All logbooks will be retained for the entire duration of the contract, and will be provided to the COR upon request. At a minimum, Logbooks will contain the following information:

- **Detainee Activities.** Activities affecting the detainee population including movements, detainee counts, arriving and departing detainees, arriving and departing visitors, start and end of shifts, area searches, housing unit searches, incidents occurring during the shift, access to religious, recreation, and library programs, and any other required entries identified through policy, training, and the post order.
- **Transportation.** Each vehicle will maintain a log in addition to reporting requirements on the radio. Vehicle logs will record times of departure and arrival, mileage, number of detainees on board, start and end locations and note any incidents problems occurring during a transportation detail.
- **Shift Activities.** Shift activities include security checks, meals, recreation, religious services, property lockers, and medical visits.
- **Non-Detainee Entry & Exits.** Entry and exit of persons other than detainees, ICE Staff, or Contractor Staff such as attorneys and other visitors.
- **Fire Drills and Unusual Occurrences.** Logbooks will record fire drills and unusual occurrences in “red ink.” Unusual occurrences can include fights, detainee injuries, calls for assistance, medical emergencies, and any other type of event that should be reviewed and noted by a supervisor.

Supervisors and Managers are required to sign each logbook upon entry into the unit or area. Supervisors and Managers will sign in red ink. Any significant entries will also be entered in red ink for easy identification. These will include incidents such as unusual occurrences, fights, hunger strikes, rule violations affecting the security of the unit or assigned post, and detainee injuries or illnesses, and fire / emergency drills. Significant incidents are required to be called into the control room and the control is also required to record the incident.

C.7 Facility Security and Control

Facility security and safety at all designated locations will be continuously monitored and coordinated by a professional, well-trained staff in the government provided staffed control center, a variety of entrances, and throughout the entire facility and supported sites. The facility’s perimeter coupled with a strong professional physical staff presence will ensure that detainees remain within the confines of the Krome SPC and that public access is denied without proper authorization and safeguards.

The AGS team will provide a high level of safety, security and order, including the safety, health and well-being of the community, staff, and detainees through a variety of levels of observation and monitoring, to include direct supervision, (b)(4);(b)(7)(E) system, and by (b)(7)(E)

systems. Supervision of detainees and security perimeters will be enhanced through continuous observation, supervision, and through personal contact, counts and interaction between staff and detainees and staff and visitors to the facility.

We will ensure that all posts and assignments are staffed with qualified personnel who have met the requirements for work authorization. All staff will receive classroom, practical and on the job training prior to being assigned a work post.

AGS will adhere to the PBNDS 2011 and ACA standards to ensure that detainees are monitored and supervised in a manner that provides for the safety, security, and welfare of the detainees, staff, and visitors to the facility at all times.

C.7.1 Admission and Release

Detainees will be positively identified at time of admission and release. SOPs that were previously developed and certified to be compliant with the PBNDS 2011 and implemented at other ICE facilities will be tailored to meet Krome SPC requirements. This approach provides several benefits to the Government: AGS will develop site specific Standard Operating Procedures (SOPs) that provide for secure and orderly detainee admission and release at the facility. These SOPs will be submitted to the COR within 30 days of contract award for approval. Our SOPs will comply with PBNDS 2011 and ACA.

AGS will ensure a smooth transition and daily operation at the Krome Service Processing Center through the following tools and activities:

- **Detention File.** During the intake process, the intake officer will create and begin a detention record for each arriving detainee... A supervisory review of each new detention record will be conducted. Each newly created and approved detention file will be placed in a secure cabinet and will be updated as required by the PBNDS 2011 throughout the detainees stay at the facility. Detention files will be tracked and inventoried. AGS will develop policies, procedures, and practices to ensure the confidentiality and security of all detainee files. Files will be maintained (b)(7)(E) in a secure area. Detainee files must be signed out and accounted for at the end of each workday. All detainee files will be prepared, maintained, retired, and disposed of in accordance with DHS/ICE policies. The files are the property of the Government. Only a supervisor or higher ranking officer may authorize removal of a file.
- **Photos/Fingerprints.** Each arriving detainee will be photographed and then fingerprinted on a fingerprint card and recorded electronically as required by DHS/ICE standards.
- **Classification.** Each detainee will be classified in accordance with the PBNDS 2011 Standard for Classification. Detainees who arrive at the facility without a classification will be classified by trained AGS officers. Detainees shall be assigned a classification level based on risk assessment using an Objective Classification System upon arrival and before being admitted into the general population.
- **Searches.** Every arriving detainee will be searched thoroughly using a body pat down search method. Searches shall be conducted in the least intrusive manner practicable. All body searches of detainees will be in accordance with the PBNDS 2011 Standard for Searches.
- **Detainee Property.** AGS staff will search and inventory detainee property. The detainee will be present while there property is searched unless the alien presents a clear and present threat and cannot be present. Staff will complete a written property report; safeguard all detainee(s) personal belongings, and provide a receipt to the detainee during the admission process. (b)(7)(E) officers must be present when accounting for funds and valuables. Property will be identified, tagged, and

securely stored until the detainee's departure from the facility. Identification documents will be identified and given to ICE. Any documents returned to AGS from ICE for storage will be added to the detainee's inventory list and stored with the detainee's file or property. (b)(4)

(b)(4)

- **Medical Screening.** When required, AGS Intake Officers will be trained to conduct and complete a medical and mental health screening to determine any immediate needs each detainee may have. AGS will use the Form I-794 or the most current approved form by Immigration Health Services to conduct intake health screenings for medical and mental health as well as any social conditions. Any detainee found to be injured, ill, or have a pre-existing condition will be referred to IHSC.
- **Government Furnished Items.** Each detainee will receive an initial issue of Government furnished clothing, bedding, towels and personal hygiene items. All items will be recorded and logged and will be provided prior to assignment to a housing unit.
- **Release Procedures.** AGS will follow a strict protocol prior to releasing any detainee from the facility. All required forms and signatures will be obtained before a detainee can be released, removed, or transferred from the facility. Detainees will be processed for release when the COR directs that the detainee be released or prepared for removal. Detainees will be properly cleared by medical and ICE staff in accordance with the PBNDS 2011, ACA, and ICE memoranda. All property, funds, and valuables will be accounted for and returned to the detainee. All facility property will be retrieved, inventoried, and returned to the alien or transporting officer. Detainees will be released in a timely manner in accordance with release policies and procedures and only after their identity has been checked and verified by 2 officers and approved by the supervisor and ICE. All admissions and releases will be conducted in a timely manner.

C.7.2 Discipline

The AGS team will have a facility policy that provides a system of detainee discipline that will serve to protect the public, the detainees, and the staff and maintains order in the facility through the impartial application of a fully developed, well-understood set of rules and regulations and a hearing procedure that incorporates all applicable due process requirements.

- Detainees will be provided with a facility orientation upon arrival to the Krome SPC.
- Detainees will be provided with written copy of the facility rules and regulations upon arrival
- Staff will be trained in identifying and managing detainee violations
- Staff will complete reports for all detainee violations
- Detainees will be provided with access to a process that is fair and protects their rights
- Disciplinary matters will be handled as outlined in AGS policy and procedure, PBNDS 2011 and ACA standards
- Detainees will have access to an appeals process
- All disciplinary incident will be reported and documented according to policy
- The COR will be notified regarding all disciplinary issues
- The AGS team will enforce rules of the facility in a manner that is not retaliatory or prejudiced:

- The AGS team will provide a system of counseling and discipline that is applied in a uniform manner throughout the facility. When a detainee is charged with a rules violation, the detainee will be afforded due process as prescribed by law, the PBNDS 2011 and ACA standards.
- Any detainee who is charged with a violation will receive a written notification within 24 hours explaining the charges and allegations. Staff will explain the charges and allegations in a language the detainee knows and understands along with an explanation of their rights at every step of the disciplinary process.
- Detainees charged criminally and removed from the facility due to criminal charges being placed against them will not be subject to further disciplinary action.
- AGS will provide a disciplinary program that incorporates discipline program using formal and informal processes to maintain and re-enforce good behavior expected within a civil detention environment.
- Detainees will receive orientation during the first 12 hours following arrival to the facility. For detainees who do not speak or understand one of the three primary languages, English, Spanish, or Creole, a language line will be utilized and an individual or group presentation will be conducted.

Staff Training

- AGS staff will be trained to understand and enforce the rules of the facility in a consistent and uniform manner that is fair and impartial.
- Understand their role and responsibility in preventing, identifying, and controlling detainees who commit rule violations or whose behavior indicates some form of corrective action is needed to prevent a rule violation from occurring.
- Identify a baseline for behavior or activities that violates facility rules.
- How to report rule violations and write incident reports.
- How to manage difficult detainees and prevent rule violations from occurring.
- How to counsel detainees who break rules classified as Low to Low-Moderate.

Detainee Accountability:

- Detainee will receive an orientation during in-processing to the facility.
- Detainees will receive oral and written notice regarding expected conduct while in the facility including adherence to facility rules.
- Each detainee will be provided a written handbook that includes notification explaining the
 - Disciplinary process.
 - Prohibited acts and disciplinary severity scale.
 - Procedure for appealing disciplinary findings.
- Facility rules will be posted in each housing unit in a common area.
- Detainees will be encouraged to seek staff guidance whenever questions arise regarding rules and prohibited acts.

Incident Management:

- Rule Violations by Detainees. Staff will identify when rule violation are committed by detainees and make a determination as to the severity of the violation, risk mitigation, and the need to refer the detainee for disciplinary action.

- Detainees will not be allowed to violate any rule. However, AGS will provision levels of required response that are designed to mitigate and manage the violation through a series of steps that include verbal warnings, counseling, and ultimately presentation to a formal disciplinary process also referred to as a disciplinary hearing. In keeping with a civil detention format, it is necessary to enforce rules in a manner that maintains security and safety.
- The primary goal is to correct poor behavior of detainees using the least punitive method available.

Informal versus Formal Management of Discipline

- Detainees who violate rules and fail to follow instructions are subject to disciplinary action.
- Dependent on the violation, staff will be trained to be able to determine the best course of action required to correct the behavior.
- For minor infractions where the detainee has little to no history of problems, and the offense is rated within the category of "low-moderate", the detention officer will, upon authorization of a supervisor, be allowed to correct the problem with the detainee and at his/her discretion may record the incident in the logbook after counseling the detainee or they may notify the supervisor and file an incident report as appropriate.
- All rule violations or offenses that are considered "moderate, high or greatest" require an incident report, supervisory notification, an investigation, and formal presentation to the disciplinary officer and/or a disciplinary panel.

Formal Disciplinary Management

- Staff will submit a written incident report.
- The detainee will be notified of the charges and allegations.
- A disciplinary officer or disciplinary panel will conduct a hearing or review to determine whether the charges and allegations are factual; to determine what action is required in response to the violation(s) and to correct the behavior that occurred, and identify the conditions the detainee must satisfy to remedy the charges against him.
- An official record will be created and will be maintained in the detention file, the disciplinary officer's files, and will be electronically forwarded to the COR.
- A disciplinary Severity Scale and Prohibited Acts. In accordance with the PBNDS 2011 and ACA standards, facility prohibited acts will be divided into four categories: "Greatest," "High," "Moderate," and "Low Moderate." The sanctions authorized for each category will be imposed only if the detainee is found to have committed a prohibited act.

Detainee Placement in Administrative Segregation

- When necessary to maintain safety, security, and the good order of the facility, a detainee will be removed and placed into administrative segregation pending the outcome of an investigation into the incident.
- Each detainee will be provided due process, have their rights explained to them verbally and in writing, be informed of the charges against them, and have the right to a hearing on the charges against them in a timely manner.
- Detainees who are known to be mentally incompetent will be managed according to the medical authority.

- Disciplinary action will not be taken when the medical authority has identified a detainee is mentally incompetent and not accountable for their behavior or actions.
- The disciplinary officer or panel will be instructed that any detainee who exhibits behavior that appears abnormal will be referred for examination before a hearing is allowed to proceed.

Investigation

- When an alleged rule violation is reported, an appropriate investigation is begun within 24 hours of the time the violation is reported and is completed without unreasonable delay, unless there are exceptional circumstances for delaying the investigation and the COR has approved the extended period for resolution.
- The investigating officer shall have supervisory rank, or higher and shall have had no prior involvement in the incident, either as witness or officer at the scene. The shift supervisor shall review his/her report(s) for accuracy and completeness, and sign them.

Appeal of Disciplinary Decision

Detainees may appeal the decision of the disciplinary officer or panel.

- All decisions of the Disciplinary Hearing Officer may be appealed to the Project Manager.
- The Project Manager will render a decision on the detainee's appeal and respond to the detainee in writing within a maximum of five (5) calendar days of receipt of the appeal.
- If found not guilty, the disciplinary report will be expunged. A record of the outcome will remain on file at the facility.
- The Project Manager decision is considered final in the disciplinary process.
- Upon completion of the appeal, a detainee will be given a written notice of the decision and notified that he may request a review by the COR of the final decision.
- Only the Project Manager or COR may modify the final decision of the disciplinary authority.

C.7.3 Direct Supervision of Detainees

There will be no physical barriers separating staff and inmates in the housing units. Our staffing strategy provides a level of staffing that supports the current physical design of the facility; supports the management of detainee behavior by reducing physical barriers that impede staff-detainee interaction, and ensures there are clear sightlines into all area of the housing units that promote positive detainee behavior.

Staff Placement

Staff will be assigned to posts in a manner that allows them to see and hear detainees, and to respond promptly to emergencies.

- **Housing.** A minimum of officer will be physically present and available to monitor and respond to detainees in each housing unit. The officer will be assigned so that no physical barriers separate them from the detainees and in turn allows them to respond to detainees in a manner that promotes communication and allows for immediate response to emergencies and prevents incidents by proactive interaction and intervention when required.
- **Food Service.** Staff shall be physical present in all areas where detainees are present. Staff will be trained and assigned to provide direct supervision that promotes staff-detainee interaction and provides for both surveillance and supervision of detainees.

- **Recreation.** Staff will be physical present during all recreation activities. Staff will provide surveillance and monitor detainee activities. Staff will monitor and provide a presence that promotes staff-detainee interaction and reduces or prevents incidents and ensures available to immediately respond to emergencies.
- **Support Activities.** Staff will be physically present in all areas where detainees are present. This includes visitation, law library, court, medical, voluntary work programs, and other areas that support facility operations.
- **Intake.** Staff will be assigned in sufficient numbers that allow for the continuity of work while ensuring detainees are monitored. Staff will conduct periodic rounds of hold rooms at no more than 15 minute intervals but at no time will be out of range of detainees so that they can hear or see activity without the aid of monitors.

Supervisors and Managers will monitor and make adjustments as needed to promote direct supervision at all times.

C.7.4 Counts

The AGS team will maintain detainee accountability at all locations under its control including the Krome Service Processing Center (SPC), Miami International Airport, Larkin Community Hospital, as well as for aliens in transit between these locations, and all other static locations assigned by the COR. Our count policy, procedure, and practice will comply with PBNDS 2011 and ACA and personnel will be trained in those specific procedures. Detention officers and any other staff with responsibilities for conducting counts will be provided initial and annual refresher training in count procedures. All training will be documented in each person's training folder. Training will cover the population count policy, procedures, and related emergency plans.

Three types of counts will be conducted: Formal (scheduled), Informal (unscheduled), and Emergency:

- **Formal Counts.** Formal counts will be conducted daily at scheduled times to determine all detainees are accounted for within the secure perimeter of the facility, in-transit and at hub posts.
 - A minimum of three formal counts will be conducted every 24 hours, so that at least one occurs during each scheduled 8-hour shift.
 - All counts require the detention officer verify the count of a person.
 - At least one formal count each day will be a "face-to-photo" count where every detainee is positively identified by name, alien number and photograph by a detention officer.
- **Informal Counts.** Informal counts are conducted daily at irregular intervals as a quality measure to obtain static counts that indicate whether or not detainee movement has occurred as planned, as well as that all detainees are accounted for on an unscheduled basis.
- **Emergency Counts.** Emergency counts are conducted when a face to photo count has failed, when there is reason to believe a detainee is missing, after a major disturbance has occurred, or at any time we are directed to do so by the COR.
- **Detention Officer Responsibilities.** At least (b) detention officers will conduct the count at each post where detainees are housed or located. These officers will enter the results of their counts into the post logs and transmit the count results to the Control Room both verbally and in writing.
- **Count Records.** Each post maintains logs of their facility count results and reports them orally and in writing to the Control Room. Supervisors and managers will conduct periodic audits of posts to ensure logbooks are accurately maintained. The facility control room officer maintains the official

facility count and warrants the logbook accurately reflects the number of detainees on-site and off-site in real time. The official count book is maintained in a real time environment that verifies all counts are accurate, minimizing restricted movements for the facility, allowing the facility to continue its daily activities in a timely manner. (b)(4)

- **Count Records Retention.** A minimum of 30 days of population count records will be maintained in the Control Room. Records older than 30 days will be archived and maintained in the AGS administrative office. Both locations will be secure from detainees. All count records will be made available to the COR or ICE upon request.
- **Standards Changes.** When changes are made by the government to the standards or to the performance measures of the standards, the AGS team will amend its policies, procedures, and staffing to meet those changes in accordance with the requirements of the basic contract.

C.7.5 Daily Inspections

AGS staff will receive training and be proficient in conducting daily inspections in their areas of responsibility. Staff will conduct an area inspection during the first 60 minutes after arrival to their duty post. The Detention Officers shall check (b)(7)(E)

(b)(7)(E)

specifically include inspections of any fall hazard such as slippery or damaged floors.

- **Inspections.** All staff will be required to conduct a thorough inspection of their assigned work areas; to identify any areas of deficiency or disrepair, and to report any and all items requiring corrective actions, to their immediate supervisor on the appropriate work request form.
- **Reporting.** All noteworthy items regarding physical damage, or any serious abnormalities that may or do have an adverse impact on daily operations or the security of the facility will be immediately reported verbally to the COR and followed up with a detailed written report.
- **Facility Damage Reporting.** Physical facility damage will be documented and immediately reported to the COR for action. The Project Manager shall ensure that an appropriate amount of security is provided to mitigate any potential problems until the area is repaired or cannot be accessed by detainees.
- **Deficiencies.** Areas of deficiency will be noted in logbooks and reported to the first line supervisor. The officer or supervisor will complete a work repair order to be submitted to the COR through the Assistant Project Manager.
 - All inspections shall be collected, reviewed, and filed. Inspections noting areas of deficiency will be noted in the post logbook and forwarded to the COR.
 - (b)(4)
 - All work requests will be logged and progress monitored by the Assistant Project Manager.
- **Supervisors/Management.** Supervisors and managers will review daily inspections reports, document areas where action is required, ensure notification to the COR, and provide follow up until the deficiency is corrected. Any deficiency that is identified as a life/safety issue will be tracked on a daily basis until corrected.
- **Corrective Action.** When the corrective action requires physical repair, AGS will complete and forward a Work Request Form to the COR. We will track the item until it is repaired and can be

cleared. For any deficiency that may adversely affect life/safety of the facility or the quality of life for detainees, AGS will take immediate corrective action where possible and notify the COR in writing and verbally.

- Areas where corrective action can be taken immediately include wet floors, broken lockers, excess debris, over flowing trash, broken beds and other related items.
- Areas that cannot be corrected such as broken doors, windows, bars, security devices, and other related items will be coordinated through the COR and ICE.
- **Inspection Documentation.** Written documentation of each inspection shall be completed by staff and picked up by a supervisor within 90 minutes of the start of each shift. Copies of inspections shall be provided to the COR no later than the end of each shift after being reviewed and initialed by the AGS supervisor.

C.7.6 Control of Contraband

The introduction of contraband into a facility has serious repercussions that can affect the safety and security of the institution, detainees, staff, and visitors. All staff will be trained on an annual basis to prevent and detect the introduction of contraband into the facility or its support offices at locations outside of the secure facility.

The AGS team will provide a comprehensive policy that detects, controls, and prevents the introduction of contraband into any area under our responsibility. Our policy and procedures will provide instructions describing what is and is not contraband. The policy and related procedures will identify hard and soft contraband, and will further delineate the management of contraband that, while not authorized, may be deemed to be the personal property of a detainee, such as religious or other personal items. Items that are in the possession of the detainee but are not dangerous or illegal to possess will be inventoried and placed in their secured personal property until their departure from the facility.

Hard contraband will be identified and turned over to the COR, returned to its proper location, or destroyed as directed by policy or the COR in a manner that is properly documented.

All contraband will be inventoried, accounted for, and disposed of in accordance with the PBNDS 2011 and ICE policy

- **Weekly Search Plan.** A weekly search plan will be written by the Assistant Project Manager. First line supervisors will be briefed and will conduct searches of housing and detainee accessible areas twice weekly. These searches will be random and will not be announced to staff or detainees in advance.
- Search patterns and dates of scheduled searches will not be on a regular schedule but shall be conducted in a random manner to prevent detainees from predicting when searches will occur.
- Searches of housing areas are conducted on an irregular schedule and are random. These are designed to both prevent and detect contraband within a detainee housing area. All unit searches of detainees and property outside of the admissions and release unit will be supervised by a first line supervisor or higher. Officers will be expected to make random individual unannounced searches, particularly in dormitory areas.
- Searches will be conducted in a professional manner and staff will respect detainee possessions by handling their personal items with care and making every effort to prevent damage.
- Detainee areas such as the food service area, recreation areas, law library, and visitation will be searched daily at the beginning and end of each day and additionally as needed based on circumstances or events.

- An appropriate number of staff will be utilized to conduct each search while the remainder of staff provides a safe and secure environment for the detainees.
- Searches of housing will be conducted in the presence of detainees to show respect to detainee's belongings and ensure belongings aren't disturbed.
- Additional searches may be conducted to ensure safety and security based on information or actionable intelligence
- **Contraband.** Any contraband seized will be documented in the unit logbook and a summary report completed by the first line supervisor. Contraband seized will also be logged in a facility contraband logbook maintained by shift supervisors. All contraband reports will be reviewed and forwarded to the Project Manager. The Project Manager will review and forward all contraband reports to the COR within 24 hours after discovery of the contraband items.
- **Contraband Prevention Plan.** We will develop and implement a contraband prevention plan that maintains detainee accountability at all locations under its control including the Krome Service Processing Center (SPC), Miami International Airport, Larkin Community Hospital, as well as for aliens in transit between these locations, and all other static locations assigned by the COR.

C.7.7 Keys and Access Control Devices

AGS will develop key and access control policy and procedures that provide clear instruction and guidance to staff resulting in a high level of security and accountability regarding the control of all facility keys and operation of all access systems. Staff will be trained in proper use and safeguarding of keys and access control cards for each contract location they are assigned to work.

Key Responsibility. AGS will develop key and access control policy and procedures that provide clear instruction and guidance to staff resulting in a high level of security and accountability regarding the control of all facility keys and operation of all access systems.

- The AGS team will assume full responsibility and accountability for all keys and access cards issued to its team members or that require they be secured and accounted for on a shift to shift basis.
- The Project Manager will be the primary signatory for all keys and locking devices issued under the contract. The PM will ensure that all keys are accounted for daily.
- Keys will be inventoried after each shift. No staff will be authorized to remove any keys from the facility. All keys will be checked out and returned before the employee departs from the facility at the end of their shift.
- Access cards will be issued to the individual employee who will be responsible for safeguarding them from theft or loss. Restricted keys and access cards will only be issued upon the direct authority of a supervisor or the COR.
- Each facility monitored by AGS will receive site specific instructions and policies that govern both key and access control.
- Staff will be trained and understand their responsibility for checking keys in and out; for maintaining physical control of their keys and access cards at all times; for returning keys at the end of each shift before departing the facility, and for reporting lost keys and access card immediately upon discovery.

- Staff departing with facility keys will be called and ordered to return to the facility and turn in their keys.
- Automated control equipment will only be accessible to trained personnel who are assigned to that post.
- All devices, security locks, and keys will be inspected at the beginning of each shift for breakage, wear and tear, or need for replacement and repair. All worn or broken locks, devices, or keys will be written up on a work order for repair or replacement.
- Any security device that is found to be non-functioning will be evaluated for risk and where needed, staff will be assigned to monitor the door or entry until it is repaired.
- The COR will be immediately notified regarding all locks and keys that require replacement. Notification will include a threat and security risk as well as a threat mitigation plan that will be followed until the lock or device is repaired.
- **Access Cards.** Access cards will be issued to the individual employee who will be responsible for safeguarding them from theft or loss. Restricted keys and access cards will only be issued under the direct authority of a supervisor or the COR.
- **Inventories.** Keys will be inventoried after each shift. No staff will be authorized to remove any keys from the facility. All keys will be checked out and returned before the employee departs from the facility at the end of their shift. The Project Manager will be the primary signatory for all keys and locking devices issued under the contract. The PM will ensure that all keys are accounted for daily. Each facility monitored by AGS will receive site specific instructions and policies that govern both key and access control.
- **Removal from Site.** Keys shall not be removed site. Staff will be trained and understand their responsibility for checking keys in and out; for maintaining physical control of their keys and access cards at all times; for returning keys at the end of each shift before departing the facility, and for reporting lost keys and access card immediately upon discovery. Staff departing with facility keys will be called and ordered to return to the facility and turn in their keys.
- **Automated Control Equipment.** Automated control equipment will only be accessible to trained staff who are assigned to that post. These posts are general found in the Master and Sub Control areas.
- **Broken Locks or Keys.** All devices, security locks, and keys will be inspected at the beginning of each shift for breakage, wear and tear, or need for repair or replacement. All worn or broken locks, devices, or keys will be written up on a work order for repair or replacement.
 - Any security device that is found to be non-functioning will be evaluated for risk; and where needed, staff will be assigned to monitor the door or entry until it is repaired.
 - The COR will be immediately notified regarding all locks and keys that require replacement. Notification will include a threat and security risk as well as a threat mitigation plan that will be followed until the lock or device is repaired.
- **Emergency Keys.** Emergency Keys will be maintained in the Master Control Room. Emergency keys for every door in the facility and in particular every entrance and exit door will be kept on hand for emergencies. Staff shall ensure that when emergency keys are issued, they are logged out in the main log book and that they are accounted for at the beginning and end of every shift during shift transition until they are logged back in as returned. Emergency keys will not be issued without

the permission of a supervisor. Emergency keys will be immediately returned to the Master Control room when they are no longer needed.

- **Master Control Room Keys.** The Master Control Room officers will be responsible for the security of these keys and will document every instance where keys are checked out.

C.7.8 Entrance Access Controls

All entrances to the facility will be treated as controlled access points that require all vehicles or pedestrians to stop and be positively identified. All persons or vehicles not having business or a right to be at the facility will be denied access. Any notable issues or breaches of the entrances to the facility will be immediately reported to the COR. Staff will be trained to conduct themselves in a manner that project professionals and courtesy while ensuring that all entrances to the facility remain secure and controlled.

AGS staff will be trained to maintain a high level of security at each entrance to the facility. This will include all points of entry at all facilities where these duties are assigned. Staff will screen visitors and packages in a manner that mitigates and minimizes risk to the facility. Staff will be trained in screening procedures for persons, vehicles, and materials including packages and arriving or departing passenger and freight vehicles.

- **Entrance & Egress Points.** Staff will be posted at all facility entrance and egress points 24/7. Where required, these staff will be (b)(7)(c) officers.
- **Pedestrian Entrance Access.** Staff will be trained to maintain an appropriate level of security at the pedestrian entrance to the facility. Staff will screen and inspect all persons and packages in a manner that mitigates threats to the facility.
- **Visitors.** Staff will positively identify all persons having business at the facility and verify that they have a valid reason for entering the facility. Visitors will be required to provide an acceptable form of government issued identification before being allowed any entry into the facility.
- **Inspection.** Staff will inspect and electronically screen all packages prior to entry in to the facility to detect and prevent entry of contraband. All packages must be cleared by the detention officer.
- **Government and Contractor Staff.** ICE Staff who are assigned to the facility will be admitted in accordance with policy and procedure of the facility for ICE and Contractor personnel. Contractor and ICE Facility staff will present their PIV identification card before entering the facility. All staff entering the facility will be accounted for at entry and upon exit from the facility.

C.7.9 Control of Chemicals

The AGS team will adhere to all applicable procedures, applicable laws and regulations governing the storage and inventory of all flammable, toxic and caustic materials used for janitorial cleaning, laundry maintenance, vehicle maintenance and other applications, including 2011 PBNDS Section 1.2 Environmental Health and Safety and 29 CFR 1910.1000. All materials will be required to have a material safety data sheet (MSDS) submitted and approved by the COR or their designee prior to being brought into the facility. All materials will be stored and used in accordance with the MSDS.

- **Master Index.** Material Safety Data Sheets (MSDS). Once materials are in the facility, we will develop a master index of all hazardous substances in the facility and their locations; a master file of MSDS; and a comprehensive, up-to-date list of emergency phone numbers (e.g., fire department, poison control center, etc.). MSDS information will be properly placed at each location where chemicals are stored.

- **Logbooks.** As these materials are needed, each individual(s) will be required to record the removal of the material in a logbook maintained at the storage location. While the material signed out to them, it is their responsibility to maintain control of the material and its container(s). When the individual(s) are finished with the material(s), it is to be returned to the secure location where it was checked out, and logged back in to the logbook. Materials will only be available for check out in single day increments. Any detainees required to use these materials will be closely monitored. If the entire amount of material is consumed, it is the responsibility of the individual to record this in the logbook and to notify the appropriate personnel to ensure more is ordered as and if needed.
- **Disposal.** The responsible individual will dispose of the container in accordance with the MSDS. AGS will perform routine inspections, scheduled and unscheduled, to ensure all flammable, toxic and caustic materials are properly stored in a secure location, are not left unattended in a public space and are properly prepared for and ultimately disposed of.
- **Oversight.** The Quality Assurance Manager (QAM) for AGS is responsible for the management and oversight of all OSHA related activities within the facility and its support operations. The QAM will conduct routine inspections of all areas and logs to ensure compliance with management of hazardous chemicals. All supervisors and managers will conduct periodic inspections of logbooks and chemical logs ensuring that the staff is completing required forms and logbooks.
- **Training.** All staff will receive training regarding the management of hazardous chemicals, reporting requirements and safety briefing regarding responding to and containing hazardous material spills.
- **Chemical Control.** Control of chemicals and other hazardous items will be strictly controlled. Detainees will not have access to any full strength chemical at any time. All cleaning supplies will be properly diluted prior to being issued for cleaning and must be diluted to the extent they do not pose a threat.
- **Reporting.** Any noted problems or discrepancies will be immediately reported to the COR through the Assistant Program Manager.

C.7.10 Use of Force Policy

AGS staff will be trained to use a Use of Force Continuum. While staff are trained and required to use only a level of force that is necessary and reasonable to gain control of a detainee, a higher level may be appropriate, depending on the totality of the circumstances. Staff may have to escalate or de-escalate through the Use-of-Force Continuum dependent on the immediate threat of imminent danger presented by the detainee or person presenting the threat.

We will provide a well-trained, professional, disciplined workforce. Staff will be trained in the Use of Force Continuum and will be provided with techniques intended to de-escalate potential conflicts or to properly escalate through the Use of Force Continuum as needed to protect detainees, staff, the community, and the facility as necessary.

- **Use of Force.** Detention staff will only use force as a last alternative after all other reasonable efforts to resolve a situation have failed. When authorized, staff will be trained that only that amount of force necessary to gain control of the detainee may be used. The use of force, security equipment and restraint equipment is intended only as a control measure and then only when absolutely necessary—these measures are not intended and will not be used as a means of punishment. Staff will not use force except as needed under circumstances of justifiable protection,

protection of others, protection of the detainee against self-harm, the protection of property, and prevention of escapes.

- **Use of Force Policy.** AGS policy and procedure will clearly identify and state that it is a violation of policy to harass or otherwise verbally provoke a detainee or detainees into an assault on staff in order to justify the use of force against those detainees. Non-force forms of intentional cruel punishment, such as public humiliation and degradation, are also prohibited. Staff found in violation of the AGS use of force policy will be subject to immediate disciplinary action. Staff members accused of excessive force or unauthorized use of force will be subject to placement on Administrative Leave pending investigation of the allegation and removal upon any positive finding.
- **Standards.** The Use of Force policy and procedure for the Krome Detention Contract will be compliant with PBNDS 2011 and ACA standards.
- **Use-of-Force Continuum.** The Use-of-Force Continuum is a five-level model used to illustrate the levels of force staff may use to gain control of a detainee. The levels are:
 - Staff presence without action.
 - Verbal commands.
 - Soft techniques. Techniques from which there is minimal chance of injury (for example, grasping, empty-hand, “come-along” holds, using impact weapons for holds, pressure to pressure points, chemical agents).
 - Hard techniques. Techniques where there is a greater possibility of injury (for example, strikes, throws, “take-downs,” striking using impact weapons (such as deploying chemical agents, expandable batons, straight batons, authorized less-lethal devices, specialty impact weapons).
 - Deadly force is the use of any force that is reasonably likely to cause death or serious physical injury. Deadly force does not include force that is not reasonably likely to cause death or serious physical injury, but unexpectedly results in such death or injury.
 - Medical Attention. Medical attention is required any time force is used on a detainee outside of handcuffing persons as a safety precaution. When reasonable force is applied in a manner that is intended to require compliance on a person resisting compliance, staff will ensure the detainee is seen and cleared by medical staff before placement into a housing unit or holding cell.
 - In immediate use of force situations, staff shall seek the assistance of qualified health personnel upon gaining physical control of the detainee. When possible, staff shall seek such assistance at the onset of the violent behavior.
 - In calculated use of force situations, the use of force team leader shall seek the guidance of qualified health personnel (based on a review of the detainee’s medical record) to identify physical or mental problems.
 - After any use of force or forcible application of restraints, the detainee shall be examined by qualified health personnel and any injuries noted should be immediately treated.
 - If any staff involved in a use of force reports an injury, qualified health personnel should provide immediate examination and initial emergency treatment.
- **Video Recording of Use of Force Incidents.** All calculated Use of Force incidents will be recorded with a video recorder. For Immediate Use of Force incidents, designated staff will be assigned to retrieve and respond with a video recorder. Whenever a video recording is made of a use of force incident, the original will be retained and secured by the Project Manager. A copy of the incident will be provided to the COR within 72 hours.

- **After-Action Review of Use of Force and Application of Restraints Incidents.** Where a use of force incident occurs or where restraints are applied in a non-routine manner, an after action review will be conducted by a minimum of a first line supervisor for minor use of force incident. Major use of force incidents require an after action review by both Assistant Project Managers and one Lieutenant. After action reviews will only be conducted by personnel who were not involved in the incident. No staff member, regardless of rank, who was involved in or was a primary responder to a use of force incident may conduct or participate in an after action review in any capacity other than that of a witness. Following any incident involving the use of force, whether calculated or immediate, and the application of restraints, if applicable, the Project Manager, Assistant Project Manager, Chief of Security, Health Services Administrator and the Field Office Director's designee will meet and review the incident. The after action review is to assess the reasonableness of the actions taken (e.g., if the force used was appropriate and in proportion to the detainee's actions) and identify if any corrective action is required.

C.7.11 Use of Force Reports

The AGS team will provide the necessary training and oversight to provide Use of Force reports that are accurate, concise and complete. All reports will be reviewed for accuracy prior to being provided to the COR. All incidents involving the use of force will be reported within 24 hours to the COR and an after action review will be conducted on each use of force and a follow up report forwarded to the COR within 72 hours.

For all instances where force is used staff shall:

- **Notification.** Immediately notify the supervisor who will respond to the incident.
- **Report Requirement.** Officers or staff involved in a use of force incident will complete a written report before departing the facility at the end of their shift.
 - Where a staff member is injured and unable to complete a report, the shift supervisor and first responders will provide reports and an interview of the staff member will be conducted, if possible and practical based on any injuries sustained, and at the earliest possible time. The report will be completed at a minimum by a first line supervisor or Assistant Project Manager.
 - All reports will be submitted to the shift supervisor for review and approval prior to departing the facility.
 - All initial reports will be provided to the Project Manager who will then reviewed, approved, and forwarded them to the PM and COR.
- **Report Content.** All personnel who were either involved or responded to the incident will complete an incident report.
 - Each report will identify what actions the employee took, what they saw, and if they were injured or not.
 - Reports will be written in a manner that describes the incident in detail and no information will be omitted.
 - Reports will indicate the date and time of the incident, the type of force used, including a description of what techniques were used to regain control, and the reasons for employing force such as detainee fight, staff assault, calculated or immediate use of force, protection of property or other persons as examples.
 - Reports will include at a minimum;
 - Identification of detainees involved

- Identification of staff involved
- The level of force used
- Each level of escalation and de-escalation
- If any non-lethal weapons were deployed and used
- The type of force used
- The reason for the use of force
- What precipitated the need to use force
- Names of witnesses
- Identify whether the incident was recorded on video
- Identify all injuries to detainees and staff
- Identify after action care and treatment for injuries
- Identify the final outcome and any pending actions
- **Report of Injuries.** All injuries will be fully described, to include the actions taken immediately following the use of force incident. Reports will also identify the names of other responding staff, names and alien numbers of detainees involved; any persons who may have witnessed the incident, and any additional information that is relevant to the use of force incident. Staff will not omit any information.
- **Management Review.** All use of force incidents will be reviewed by the Assistant Project Manager and corrective action, when required, will be identified and reported to the Project Manager.
- **Investigations.** All major use of force incidents will require an investigation and report by the Assistant Project Manager.

C.7.12 Key Indicators Report

AGS has designated the Project Manager (PM) as the responsible party for completing and providing the monthly Key Indicators Report. The report shall contain a summary of all key indicators for the previous and current months and will report variances. The Assistant Project Managers (APM) will be responsible for gathering and recording the required information and forwarding it to the PM for review and approval. The Key Indicator Report will be provided to the COR on the 5th of each month or as requested. Key indicator reports provide a snapshot of contractor progress in maintaining a ready workforce able to meet the daily demands of the contract. Key indicator reports will be maintained current at all times. **Report Content.** Our Key Indicators report will provide detailed staffing reports to include the total number of detention and non-detention staff. All positions will be identified by name, entry on duty, length of service, vacancies and the length of each vacancy, and any additional information required including new hires, numbers of staff currently in training status, staff placed on administrative leave, and any other significant information. We will provide all pertinent information related to detainees for all indicators contained in Attachment 3 of the solicitation. The Project Manager will ensure the Key Indicators Report is updated weekly and provided to the COR monthly.

- **Report Maintenance.** (b)(4)
 (b)(4)
- **Report Submission.** The Key Indicators report will be submitted electronically no later than the fifth of each month by PM to the COR. Reports shall be provided in electronically and in hard copy

format. The Project Manager shall report to the COR at any time when the Key Indicator Report reports a vacancy level below 90 percent or when a Key position is vacated. (b)(4)

(b)(4)

C.7.13 Use of Restraints

Restraints will only be used when appropriate. Restraints shall be applied in accordance with policy and procedures. Restraints are never authorized to be used as a means of punishment. All non-routine uses of restraints will be reported and documentation regarding the need to use restraints will be provided the following work day to the COR.

The AGS detention staff will be trained to use restraints only as a precaution against escape during transfer; for medical reasons, when directed by an authorized medical staff member; or to prevent self-injury, injury to others, or property damage. Restraints will be applied for the least amount of time necessary to achieve the desired behavioral or security objectives.

- **Approved Restraints.** The following restraint equipment will be the only restraint equipment authorized:

(b)(7)(E)

- Any other ICE/DRO-approved restraint device as approved for use by the COR
- **Use of Force Objectives.** AGS will provide a comprehensive policy and procedure regarding the type and use of restraints in our daily operations. Any use of restraints will be compliant with PBNDS 2011 and ACA standards. Staff may apply additional restraints to a detainee who continues to resist after staff achieves physical control. If a restrained detainee refuses to move or cannot move because of the restraints, staff may lift and carry the detainee to the appropriate destination.
 - Staff may not use the restraints to lift or carry the detainee. If feasible, an assisted device (e.g., ambulatory chair, gurney) will be used to help move the restrained detainee.
 - Staff will carry the detainee using the major areas of the body and will protect the detainee from injury while he is being moved.
- **Removal of Restraints.** Staff may not remove restraints until the detainee is no longer a danger to himself or others. The detainee will be monitored on a one to one basis until the restraints are removed and the restraints will be checked every 15 minutes to ensure proper circulation to the extremities.
 - **Restrictions on Use of Restraints.** Staff may not use restraint equipment or devices (for example, handcuffs):
 - On a detainee's neck or face, or in any manner that restricts blood circulation or obstructs the detainee's airways (e.g. mouth, nose, neck, esophagus).
 - To cause physical pain or extreme discomfort. While some discomfort may be unavoidable even when restraints are applied properly, examples of prohibited applications include: improperly applied

restraints, unnecessarily tight restraints, “hog-tying,” and fetal restraints (cuffed in front with connecting restraint drawn-up to create the fetal position).

- **Documentation.** Documenting, reporting, and investigating use-of-force incidents helps prevent unwarranted use of force and protects staff from unfounded allegations of improper or excessive use of force.
- **Medical Restraints.** When deemed necessary by the medical authority, personnel will apply (b)(7)(E) (b)(7)(E) to prevent a detainee from injuring himself or staff. (b)(7)(E) restraints are used only in extreme instances and only when other types of restraints have proven ineffective. Advance approval is required from the IHSC, Project Manager, and the COR before a detainee is placed in a (b)(7)(E) restraint.

(b)(7)(E)

C.7.15 Computer Security

Use and Control of Computers and Personally Identifiable Information. The AGS team is familiar with managing computer equipment and services in a secure, sensitive environment. Only personnel required to have access to information pertaining to ICE detainees, including personally identifiable information (PII), will have access to this information and each will be charged to not divulge or allow unauthorized access to this information. During transition, all employees will receive computer security training to ensure all sensitive and classified material remains secure. The level of training received will be dependent upon the level of access necessary to perform job requirements.

Access. As information will be maintained on the government system, The AGS project manager will provide the government with a list of personnel who need access to ICE detainee information, by job title and by name. During training, employees will be advised that their login information is sensitive and not to be provided to anyone. Additional instructions will include not writing down usernames and passwords, eliminating the possibility of another person attaining their login information.

Training. During training, all employees will be instructed not to disclose any ICE detainee information to a third party without written permission of the COR. Written permission will be obtained by either the Assistant Project Manager or the Project Manager. Employees will also be instructed that all computer systems, both government and contractor, will employ software programs that monitor network traffic. The software will be able to identify all unauthorized attempts to upload, download, or change information, or otherwise cause damage. Anyone using government and/or contractor systems expressly consent to such monitoring and will be advised during initial training that if such monitoring reveals evidence of possible abuse or criminal activity, such evidence may be provided to appropriate law enforcement officials. Unauthorized attempts to upload or change information on the government or contractor network are strictly prohibited and may be punishable by law, including the Computer Fraud and Abuse Act of 1986 and the National Information Infrastructure Protection Act of 1996.

COR Notification. In the event of unauthorized access, or attempted access, the project manager will notify the COR within four hours. This includes unauthorized access from both internal and external sources. Simultaneously with notification of the COR, the project manager will initiate an internal investigation to determine how the incident occurred, led by an Assistant Project Manager.

C.7.16 Control of Sensitive Data

DHS/ICE Security Compliance. The AGS team will provide administrative control of all of all sensitive data in accordance with procedures outlined in DHS Sensitive Systems Policy Directive 4300A, specifically for telecommunications and/or automated systems. We understand the Department of Homeland Security (DHS) 4300 series of information security policy is the official series of publications relating to Departmental standards and guidelines. Our policies and procedures will provide management, operational, and technical controls necessary for ensuring confidentiality, integrity, availability, and authenticity of sensitive data.

- **Penalties for Non-compliance.** Any AGS team personnel who fail to comply with the stated security policies and procedures, AGS, DHS, or ICE, are subject to having their access to systems and facilities terminated. If, at any time, an employee improperly discloses sensitive information, they may be subject to criminal and civil penalties and sanctions under a variety of laws, including the Privacy Act, the Computer Fraud and Abuse Act of 1986, and the National Information Infrastructure Protection Act of 1996. Throughout the life of the contract, we will continually evaluate all employees that have access to DHS/ICE information systems and will be aware of any unusual or inappropriate behavior by employees accessing systems. Within four hours of

identification of a Control of Sensitive Data Infraction, the project manager will report all unauthorized access, sharing of passwords, or other questionable security procedures to the COR.

- **Training.** During initial training, personnel will receive explanations regarding the definition of sensitive information and instruction of our policies and procedures for such. Additionally, all employees will receive refresher security awareness training, as provided by DHS/ICE. Throughout the contract, we will identify all sensitive data with the “For Official Use Only” (FOUO) moniker. This will be only for unclassified information of a sensitive nature that is not otherwise categorized by statute or regulation. We also understand DHS is changing FOUO to “Controlled Unclassified Information” (CUI) and will adopt that upon direction from the CO or COR.
- **Site Secure Policy.** Additionally, we will physically secure all sensitive data, including employee documents, in an on-site area accessible only to those approved project management staff employees requiring access. All staff employees regardless of access to this information must attend annual refresher training conducted by our Training Manager, which addresses security and privacy of health and other personal data contained in employee documents. Specific topics included in the training are Health Insurance Portability Accountability Act (HIPAA) and Employee Retirement Income Security Act (ERISA) requirements.

C.7.17 Lost and Found

The AGS team will develop and implement policy, procedure, and practices to manage property that is identified as lost, found, or abandoned. The COR will be notified regarding all lost or found property. All lost and found property will be identified, logged, and turned over to the COR after 30 days as required by PBNDS 2011.

All lost and found property, to include physical property, funds, and valuables will be safeguarded until returned to the detainee, the appropriate owner, or turned over to the government through the COR.

- **Management of Lost and Found Property.** All AGS staff will be instructed on the responsibility handling and reporting property that is lost or found. Property that is lost, found, or abandoned will be reported and managed by the Supervisor assigned to the Admissions and Release unit.
- **Lost Property Logbook.** All lost property will be logged and accounted for. When property is returned or turned over to the COR, the property will be logged out with a brief description as to its final disposition.
- **Lost Property.** Detainees will be instructed during in processing orientation to report lost or found items to the nearest Detention Officer. Detention Officers will complete a report that notes a description of item, date lost, location (if known) and submit report to supervisor who will forward to lost/found for disposition.
- **Lost Property in Public Areas.** Detention Officers will complete a report that notes a description of item, date lost, location (if known) and submit report to supervisor who will forward to lost/found for disposition.
- **Found Property.** Detention Officers will report all found property. Detention Officers will identify all found property noting the description, date, time, and location found. All found property will be given to a supervisor who will log it in the lost and found log book located in the Admission and Release unit at the Krome Service Processing Center. Items found will be logged, identified, cataloged and stored in a secure area.
- **Return of Property.** Every effort will be made to locate lost property or return found / abandoned property to its owner within 30 days of the item being reported or found.

- **Notification.** The COR will be immediately notified when a detainee claims his property was lost or stolen while detained at the facility.

C.7.18 Escapes

The AGS team assumes full responsibility and liability for prevention of escapes for detainees under our control and for any escapes that result from a failure to perform as required under the contract. We will utilize our experience and knowledge to facilitate operational plans and practices that are focused on prevention of escapes.

Our staffing plan will assign an appropriate level of staff to provide internal and external security and surveillance that deters escapes. Prevention will include a mixture of physical and electronic assets that when properly executed, prevent and deter detainees from attempting an escape from any area under our control.

We will formulate an escape prevention and corrective action plan to meet the specific requirements of the facility and its external elements including the MIA airport hub, Larkin Community Hospital, and other posts assigned by the COR. In the event of an escape, the order of responsibility and emergency procedure outlined in the emergency plan will be followed and the emergency checklist will be utilized.

Escape prevention and corrective action plans will be located in the Master Control Center; Command, and the Training Library. Escape prevention and corrective action plans will identify the order of notifications to be made in the event of an escape. The COR and ICE will be immediately notified and a coordinated response will begin.

- **Escape Prevention Checklist.** AGS will develop and utilize an escape prevention checklist.
 - **(b)(7)(E)**
 - Supervisors will take immediate actions to secure and remedy any potential risk or breach in a manner that mitigates any possibility of escape.
- **Escape Detection.** Any detected escape will require that the COR is notified immediately and the emergency escape plan will be implemented. If the APM or PM are not on site they will immediately report to the facility and assume incident command roles and follow instructions of the COR and emergency escape plans. Once an escape is detected and all actions have been completed to return the escapee to the facility, staff will complete detailed reports before staff leave at the end of their shift.
- **Escape Reporting.** The shift supervisor will notify ICE, the COR, Assistant Project Manager (APM) and (PM) Project Manager when an escape is detected.
 - The APM will supervise and collect all reports related to the incident and will review and approve these reports.
 - Involved staff will not be authorized to depart until reports have been received and approved by a minimum of the Assistant Project Manager and turned over to the COR.
- **Staff Accountability.** A separate investigation will occur concurrently to the escape investigation to determine the level of employee culpability for the escape or attempted escape.
 - The report will identify any staff actions that resulted in the escape activity. Staff, regardless of position or rank will be held accountable for actions resulting in negligence.
 - Personnel who fail to perform their required duties, resulting in an escape or attempted escape will be subject to disciplinary action up to and including termination of the employee.

- Staff under investigation for negligence will be placed on administrative leave pending the outcome of the investigation.
- **After Action Review and Report.** The PM will oversee and direct an after action review of all activities and actions that lead up to the escape of a detainee from the facility.
- The PM will assign the APM to conduct a thorough review and investigation of the incident and provide a complete accounting of the events leading up to the escape, how the escape occurred, any staff accountable, and any corrective action needed to prevent a similar occurrence in the future.
- The final report and corrective action plan will be completed, reviewed, and approved by the PM, and forwarded to the COR within 72 hours.
- The corrective action plan will specifically outline how the escape could have been prevented and what actions; including disciplinary action against employees should be taken.
- **Training.** Staff will be trained to properly monitor detainees in a secure environment. All staff will be accountable to maintain their assigned post as directed through each Post Order.
- **Supervision.** All electronic surveillance will be monitored by experienced staff. Supervisors will conduct surveillance on staff to ensure they are performing their assigned duties in accordance with policy and procedure.
- **Inspections.** Staff will conduct inspections daily of equipment and infrastructure and will report any problems immediately to their supervisor.
- **Repairs.** Repair work orders will be immediately submitted to the COR for repairs of ICE infrastructure along with a risk mitigation plan that will continue to prevent and deter escapes when the repair affects facility security and surveillance.

C.7.19 Voluntary Work Program (VWP)

The AGS team will provide for and manage a robust detainee work program that is voluntary, is based on classification levels, and does not compromise the security and good order of the facility.

- **Voluntary Work Program Transition.** The AGS team will provide for a transition plan that includes continuity of operations utilizing existing voluntary workers at the Krome Service Processing Center. We will request in advance updates on current volunteers and list of detainees who wish to volunteer. This will allow for a seamless transition between the retiring and new contract periods of performance. We will follow a plan that provides for the least amount of disruption to existing program requirements as follows;
 - AGS will request that existing workers stay at job they are already performing;
 - At time of transition, we will have baseline number of detainees doing baseline number of jobs as well as a master list of detainees waiting for jobs;
 - From that baseline, and through discussions with the COR, VWP jobs will be dropped or added as needed;
 - New VWP workers will be added or dropped as well;
 - New lists or VWP program changes will be submitted to the COR for approval prior to implementation.
 - No detainees will be assigned to work in any area that is not within the secure perimeter of the Krome SPC. All detainee work programs will be limited to the interior of the Krome SPC. Detainees may not be used at remote locations even if a secure perimeter exists.

- **VWP Work Location Restrictions.** The Voluntary Work Program (VWP) will be restricted to areas that are secure within the perimeter and utilizes only detainees cleared by the COR. All food service workers will be required to receive an additional clearance from Immigration Health Services prior to working in the food service areas. The VWP will be required to meet the PBNDS 2011 and ACA.
- **Voluntary Work Program Manual.** A facility Voluntary Work Program Manual will be developed and provided to the COR for review and approval within 30 days of contract award. The manual will clearly outline the work opportunities, wages, training, job assignments by classification level, requirements of each job, training required, who will provide the training, lesson plans, and will identify lines of authority and responsibility for oversight of the VWP. We will apply the following principles to our VWP;
 - **Training and Documentation.** AGS will develop and maintain an accounting program that maintains a master file with names of detainee workers, training records, days worked, and wages paid for each detainee who participates in the program. Where a commissary program is in place, detainee funds will be added to their commissary fund and a copy of the transaction will be provided to each detainee worker.
 - **Volunteers.** Detainees will be able to volunteer for work assignments but otherwise will not be required to work, except to do personal housekeeping.
 - **Discrimination.** There will be no discrimination regarding voluntary work program access based on any detainee's race, religion, national origin, gender, sexual orientation or disability.
 - **Communication.** The applicable content and procedures in this standard will be communicated to the detainee in a language or manner the detainee can understand.

C.7.20 Detainee Telephone System (DTS)

- **Detainee Telephone System (DTS).** The ICE designated DTS vendor, Talton, is the exclusive provider of detainee telephones for the Krome SPC. Talton has been allowed to install vending debit machines and receives 100% of all revenues collected by sale of prepaid debit services.
- **COR Notification.** The AGS team will contribute to detainees' ability to maintain ties with their families and others in the community, legal representatives, consulates, courts and government agencies by inspecting telephones for serviceability, in accordance with ICE policies and procedures, and notifying the COR of any inoperable telephones.
- **Daily Inspections.** PBNDS 2011 standard 5.6 "Telephone Access" requires daily inspection of telephones to determine they are in working order. The AGS team's post orders will require Detention Officers to inspect telephones every shift to detect dial tone and note any damage to the device. Results of the inspection will be logged and if a telephone is malfunctioning an "Equipment Service Form" will be submitted to the COR within 24 hours of discovery. The AGS team will also post instructions for detainees to report telephone malfunctions so that problem detection can be accelerated as much as possible.

C.8 Health, Safety and Emergency Standards

This section outlines 2011 PBNDS standards 1.1 "Emergency Plans," which the AGS team will follow to maintain the safest and most secure environment possible for all detainees and the staff members in the Krome SPC facility. AGS will provide all 2011 PBNDS standards to AGS team employees during initial training and orientation. No employee will be permitted to begin work until he/she signs the

acknowledgment stating that he or she has read and understood all standards. The AGS team will train all employees on the standards annually thereafter.

The AGS team's project manager (PM) will determine a secure location at each post, where copies of emergency plans will be stored, and in what quantity. The plans will be easily accessible to all officers at each post. AGS will keep a master copy of the plans outside the secure perimeter along with an itemized list of each plan and its location. All plans will include a statement prohibiting unauthorized disclosure of the information contained therein. Staff will not discuss any aspect of a plan within hearing distance of a detainee, visitor, or anyone else not permitted access to the plan.

The PM will implement a checkout system that accounts for each plan at all times, with safeguards against detainee access in order to keep all plans secure. Release of contingency plan details requires written approval from the COR. If plans must be released to authorized personnel for any reason, the PM will provide written approval and send an electronic file containing the plans to (b)(7)(E)

(b)(7)(E) Electronic files containing the facility's plans will be marked "Confidential."

The AGS team will place detention officers at each post during every shift. The amount of officers at each post will be determined based on the location and type of post. If an emergency occurs, such as civil disturbance or taking of hostages, officers at non-mandatory posts will be diverted to assist officers at the location of the emergency. The highest ranking officer will respond, assess the emergency and direct officers to take proper actions to contain the emergency.

If an emergency occurs that requires officers from other posts to be diverted, the AGS team will take the following actions:

- Designated officers at non-mandatory posts will leave their current post to assist the officers at the post where the emergency originates.
- Non-essential functions throughout the facility will be terminated according to the emergency and the emergency plan requirements. AGS will notify ICE simultaneously as this occurs.
- The highest ranking officer at the immediate post assesses the emergency, determines appropriate actions to take, and delegates those actions among officers to contain the incident.

The AGS team will take the following precautions to make certain all emergency plans and post orders are secure and accessible at all times:

- The PM will determine a secure location, where detainees have zero access, to store all plans and post orders.
- Each officer at the post will be made aware of the secure location prior to beginning his or her shift.
- A set of plans and post orders will be kept at a location outside the Krome SPC facility and will be accompanied with a list of plan locations within the facility.
- All plans and post orders will contain a statement prohibiting unauthorized disclosure of the plan and post order.
- All employees will refrain from discussing plans and post orders in locations where detainees, or any person with unauthorized access, are in hearing distance.
- The PM will implement a checkout system that accounts for each plan at all times.
- If plans and post orders must be released to authorized personnel outside of the facility, they will be accompanied by written approval from the PM.

The AGS team's methods in executing and securing all plans and post orders provide for the safest possible setting within the Krome facility. No plan or post order will be released without written approval from the PM. All employees will be trained in the management and execution of plans and post orders to make certain all plans are secure and actions are properly taken in response to emergency situations. This training aids in preserving the safety, security and life of every detainee, facility employee, and site visitor.

C.8.1 Disturbances and Serious Incidents

AGS will provide a Serious Incident Reporting (SIR) system that allows the Project Manager (PM), assistant project manager (APM), supervisors, and detention officers to enter vital information, including date, location, description, and outcome of a disturbance or serious incident that occurs within the Krome SPC, MIA Airport, or Larkin locations. The Project Manager will immediately notify the COR and ICE of any serious incident and will forward a SIR report in a timely manner to the COR. Where necessary, a follow up report will be provided within 24 hours following the initial incident report. AGS will maintain an archive of all disturbances and serious incidents, allowing the AGS team to provide the Government a monthly report of all emergency activity that occurs within the facility.

AGS will classify all serious incidents as Category I or Category II. (b)(6);(b)(7)(C) nature and require immediate notification to the Government via (b)(7)(E) as they occur. A follow-up report of a Category I incident will be filed immediately by the PM, APM, or supervisor, with the assistance from all staff involved in the incident. (b)(6);(b)(7)(C) and do not require follow-up reporting as soon as possible, however, AGS will notify the COR of the incident immediately as it occurs. A follow-up report of a Category II incident will be filed by the responding officer(s) before the end of the shift on which it occurred.

(b)(7)(E)

The AGS team will include emergency preparedness as part of initial employee orientation and training. All staff will be trained annually thereafter on the Krome facility's emergency and health standards. Staff training will include facility climate monitoring. AGS personnel will be trained to stay alert at all times during shifts and immediately report any changes in facility climate to the supervisor on duty.

- **Climate Changes.** Climate changes include signs of mounting tension, such as a spike in detainee requests and incident reports, restless and short-tempered behavior, or detainees avoiding contact with officers.
- **Climate Change Factors.** Officers will be trained to understand known factors that increase tensions and lead to group disturbances. These factors include, but are not limited to the following; racism, heightened complaints about food, food hoarding, dissatisfaction with the performance or attitude of a

post officer, increasing complaints about recreation, medical care, visits, mail, gang activity, prohibited sexual activity, inaccurate or incomplete information about detainee cases, or facility policies.

The AGS team will train the detention officers on how to counteract and prevent disturbances and serious incidents of any kind. Officers will maintain the following actions to prevent emergencies before they occur:

- Discuss plans, programs, and procedures among themselves.
- Engage in open dialogue between staff and detainees to address concerns.
- Treat detainees fairly and impartially.
- Reduce misunderstandings among detainees (e.g., enforcing and explaining rules that prevent any individual or group from imposing its will on other detainees).
- Resolve misunderstandings and conflicts as they arise.
- Encourage participation in work and recreational programs.
- Routinely report facility climate and detainee attitude to the facility administrator.
- Alert supervisors at the first sign(s) of trouble, gang activity, and group hostilities, for instance.

C.8.2 Injury and Illness

AGS team officers and staff will be trained in first aid during orientation and semiannually thereafter. When an injury or illness occurs within any area of the AGS responsibility, AGS team personnel will immediately notify control and the medical unit and respond to the incident within 4 minutes. A supervisor will simultaneously ensure the COR and ICE is informed. Dependent on the level of injury and whether the individual is ambulatory or not, staff will render aid until relieved by a medical provider or assist the alien or other person to the medical unit when possible. This course of action provides for the safest possible environment and maintains the health of those in the facility.

AGS will immediately notify the COR on duty of an injury or illness, and the responding officer will follow up with a written report using the SIR system discussed in Section 1.C.8.1 "Serious Incidents and Disturbances."

AGS will coordinate with the medical provider on site to make certain proper care is provided to the individual, in accordance with 2011 PBNDS 4.3 "Medical Care," Section R "Emergency Medical Services and First Aid."

AGS personnel will immediately notify the COR via radio of incidents that result in physical harm to or threaten the safety or health of any person in the facility. Doing so allows the Government to be constantly apprised of the welfare of each individual on site. If an individual within the facility requires medical attention beyond the ability of the responding employee or facility medical provider, an emergency response will be requested when advised to do so by the facility medical authority. The medical provider will attend to the individual as required by the injury or illness.

The responding employee will submit a follow-up report, using the AGS SIR system described in Section C.8.1 "Disturbances and Serious Incidents" before the end of the shift. The report will be sent to the COR immediately upon the PM's approval. AGS will fully cooperate with ICE in reviewing all incidents to make certain policies and procedures are followed properly before, during, and after any incident and to collect and document lessons learned for future performance improvements.

- Monthly Report. The AGS team will provide the Government a monthly injury and illness report. The SIR system allows compilation of monthly reports of any incident type, including injuries and illnesses. At a minimum, the monthly report will contain the following:
 - Name of injured person

- Date and time of the incident
- Location of the incident
- Initial cause
- Parties involved
- Duration
- Severity
- Type of care rendered
- Current status (e.g. resolved, under review, ongoing)
- Worker's Compensation status, if applicable
- Reference to identification of initial report.

C.8.3 Protection of Employees

The AGS team will use universal precautions that comply with 2011 PBNDS standard 1.2 "Environmental Health and Safety" to protect the health of all employees. Staff will be trained in first aid response, provided with approved OSHA safety equipment, and will manage bodily fluid spills in an approved manner that reduces risk to staff, detainees, and the community.

The AGS team will train employees to take necessary precautions when a bodily fluid spill occurs to help safeguard them from disease as best as possible. Employees will receive training specific to management of bodily fluids and how to respond to incidents where blood borne pathogens may be present. Staff will be trained to maintain proper sanitary cleanliness, wash hands frequently, and to take precautions that prevent contact with blood or other bodily fluids. These precautions include the following:

- Gloves will be worn prior to touching blood and bodily fluids, mucous membranes, or non-intact skin of all patients; handling items or surfaces soiled with blood or bodily fluids; and performing venipuncture and other vascular access procedures.
- Gloves will be worn during all pat-down searches and searches of detainee areas.
- Gloves will be changed as needed and always after any potential or actual contact with a blood borne pathogen.
- Masks and protective eyewear will be worn during procedures that are likely to generate droplets of blood or other bodily fluids.
- Gowns and/or aprons will be worn during procedures that are likely to generate splashes of blood or other bodily fluids.
- Hands and other skin surfaces will be washed immediately and thoroughly if contaminated with blood or other bodily fluids. Hands will be washed immediately after gloves are removed.
- Staff will be trained to manage spills using special spill kits designed to absorb blood borne pathogen spills.

C.8.4 Medical Requests

As discussed in proposal section C.4.2.2 "Medical and Health Services," during orientation AGS will inform newly admitted detainees about how to access health services on a daily basis. This information will be communicated orally in addition to being provided as text in the detainee handbook provided at detainee orientation. The same instructions will be posted next to each sick-call request box in each housing unit to

make certain all detainees are aware of medical request procedures. Requests will be collected and delivered to the medical staff three times a day.

In the event of non-routine situations, such as medical evacuation of a detainee, officers will immediately notify the medical staff and the supervisor on duty via mobile radio. The detention officers will administer appropriate interim treatment until the medical provider arrives. If necessary, AGS will provide medical transportation for the detainee in accordance with 2011 PBNDS standard 4.3 “Medical Care.” Emergency transportation is also discussed in section C.4.3.4 “Emergency Transportation Plans.” The supervisor will immediately notify the COR or ICE supervisor on duty of the incident.

The detainee will receive medical attention per the process described in Section C.4.2.2 “Medical and Health Services.” In the event a detainee is in serious need of medical attention beyond the care of the responding employee, the responding employee will contact his or her supervisor. The supervisor will notify the medical provider to determine the proper course of action. The COR or ICE supervisor on duty will be notified simultaneously. If needed, the detainee will be transported to the local community hospital, as described in Section C.4.3.4 “Emergency Transportation Plans.”

C.8.5 Emergency Medical Evacuation

AGS will provide transportation to the local emergency medical center to detainees who appear to be under duress and requiring emergency assistance unavailable at the facility, according to 2011 PBNDS standard 1.1 “Emergency Plans.” Once a call for emergency evacuation occurs, the AGS team will divert detention officers from non-mandatory posts to clear the immediate area. This action will allow the emergency response services expedited access to the detainee and to swiftly remove him/her from Krome SPC to the emergency facility. AGS will provide a minimum of two officers to accompany the detainee while in transit to the emergency facility.

When a medical evacuation is needed, the AGS team will follow these steps:

- Emergency evacuation is called in.
- During the evacuation, the supervisor will initiate safeguards that will:
 - Clear detainees from all areas requiring access.
 - Make certain officers are posted in a manner that will allow swift entry and exit of emergency personnel.
 - Maintain separation of non-affected detainees from emergency personnel at all times during the evacuation.
 - Identify staff who will accompany the detainee to the hospital. All detainees will require an escort, which will be ready to go within 5 minutes of activation.
- Once the detainee is evacuated from the facility, AGS will provide safety and security by requiring a transportation officer to follow the evacuation vehicle while a second officer rides with the detainee to the emergency room—predetermined by the PM.
- AGS will maintain custody at all times until the detainee returns to the Krome facility, or until the officers are relieved by direction of the COR.

C.8.6 Detainee Death

In the event of detainee death, AGS will comply with 2011 PBNDS standard 4.7 “Terminal Illness, Advance Directives and Death” to address the situation. The AGS PM, APM, or senior supervisor on duty will immediately notify the COR or COR designee, ICE supervisor, and all other parties listed in ICE Policy

11003.2 “Notification and Reporting of Detainee Death.” The AGS team will follow serious incident procedures discussed in Section C.8.1 “Disturbances and Serious Incidents.”

All AGS team managers and supervisors will be trained to manage an event that involves a detainee death. In accordance with the PBNDS 2011, the COR and ICE will immediately be notified regarding a detainee death.

Following notification of the COR, AGS staff will remain with the deceased detainee until relieved. Notifications will be made to ICE in accordance with PBNDS 4.7 above. If the detainee death occurs at the facility, staff will cordon off the area and protect it from being disturbed until an investigation has concluded and the area is directed to be reopened. For detainee deaths that occur in a medical facility under the care of a physician, staff will remain and obtain pertinent information as requested until relieved by the COR.

All detainee deaths will be investigated and a report submitted unless instructed to do otherwise by the COR or investigating authority with jurisdiction. Any detainee death occurring within an AGS controlled area will be treated as a crime scene until notified by the COR to resume normal operations.

AGS will not make any notification outside of the COR and ICE unless instructed or requested to do so. A complete SIR and follow up report will be completed in accordance with Section C.8.1 above.

C.8.7 Sanitation and Hygienic Living Conditions

The AGS team will adhere to OSHA Act of 1970 to provide a healthy work environment for all personnel. AGS will follow 29 CFR 1910 and 1926 to protect employees from injury.

The AGS team will provide a health and safety manager (HSM) who will serve as the single point of contact for all matters pertaining to safety, health, or environment. These matters include hazardous materials (HAZMAT) and HAZMAT cleanup. The HSM will be responsible for the overall health and safety of the facility. The HSM’s responsibilities include, but are not limited to the following:

- Monitor and enforce facility safety policies.
- Develop local safety procedures for the benefit of employees, detainees, outside contractors, and visitors.
- Conduct regularly scheduled safety inspections within and throughout the facility, including the physical plant, equipment, and company vehicles.
- Make recommendations to address unsafe conditions or unsafe practices and, with approval, initiate corrective action. Re-inspect as required to observe ongoing compliance.
- Conduct initial and ongoing safety training for all levels of staff and detainees.

The HSM will make certain that staff and detainees maintain a high standard of facility sanitation and general cleanliness. Detainees will be trained during initial detainee orientation on the standards for keeping a clean environment. The following will be conducted by AGS staff and detainees to maintain general cleanliness of the facility:

- All horizontal surfaces will be damp dusted daily with an approved germicidal solution, used according to the manufacturer’s directions.
- Windows, window frames, and windowsills will be cleaned on a weekly schedule.
- Furniture and fixtures will be cleaned daily.
- Floors will be mopped daily and when soiled, using the double-bucket mopping technique, and with a diluted detergent solution, mixed according to the manufacturer’s directions.
- A clean mop head will be used each time the floors are mopped.

- Waste containers will weigh less than 50 pounds, be nonporous, and be lined with plastic bags that will be changed daily.
- Waste containers will be washed weekly at a minimum, or when they become soiled.

General cleanliness and sanitation are essential to a safe and healthy environment for all individuals within the Krome SPC facility. The AGS team personnel will be trained during orientation to maintain good health and cleanliness of the facility. Detainees will also be held responsible for general cleanliness. This requirement will be communicated during initial detainee orientation. The HSM will be held responsible for the overall cleanliness of the Krome facility. The HSM will conduct inspections and make recommendations.

C.9 Facility, Equipment & Supplies

C.9.1 Property Accountability

- **Removal and Safeguard of Government Property.** Thorough inventory management and frequent employee training, AGS will enable our team to consistently maintain, retain and account for all Government Furnished Property (GFP). Proper accounting and utilization of equipment will maximize the lifespan of each item, yielding potentially significant cost savings to the Government. No unassigned equipment will be allowed to enter or leave the facility unless it is accompanied by proper documentation or authorization. The AGS team will make every reasonable effort to ensure that property and equipment is safeguarded from unauthorized removal from the facility to which it is assigned. The primary duty for this will be assigned at points of ingress and egress to the facility.
- **Accountability and Training.** The AGS team will track and care for all government furnished property (GFP) assigned to its employees or subcontractor. AGS team staff members will be trained on which items are government furnished property and which items are contractor owned. Employee will be instructed not to remove any government furnished property from the facility unless it is accompanied by appropriate ICE disposition forms. The AGS team will keep a record of all Government furnished property, using the Akima Asset Management System (AAMS). All Government furnished property will be comprehensively tracked using the Akima Asset Management System (AAMS). Attributes tracked will include item condition, location, storage requirements, etc. Since AAMS is highly customizable to Krome SPC specific requirements, new fields may be added at any time. This is particularly useful for items which require calibration and/or contain date sensitive components.
- **Policy and Procedure.** We will distribute and review our Policies and Procedures Manual during orientation and initial training exercises. This manual provides our employees with best practices to safeguard and protect all Government furnished property against abuse, loss, or any other such incidents, and clearly states that Government property is to be used for official business only.
- **Retention and Return of GFP.** Policy and procedure will mandate that all GFP is the sole property of the government and will be returned to the government upon expiration of services. We will make certain all GFP is returned to the Government in proper working order at the expiration of the contract, and submit written inventory to the COR. This inventory will include any property added during the execution of the contract. We assume all risk for damage to or loss of Government property used by our team beyond normal wear and tear.
- **Contract Expiration.** Upon contract expiration, our project manager will transfer all equipment issued to the AGS team back to the Government. Additionally, our PM will coordinate with the

successor contractor at contract expiration to transfer all Government property in an orderly and timely fashion. If any property is damaged or lost, we will replace it and/or make adjustments accordingly prior to final payment.

C.9.2 Facility, Equipment, Materials, Supplies and Instructions Furnished by the Government

The AGS team will distribute the following equipment, materials, supplies, and instructions to all of our employees:

- Access to Government owned buildings, structures, or space for the administration of the contract.
- One copy of all pertinent ICE Operations Manuals prior to starting work under the contract.
- Facility emergency procedures and evacuation plans and facility-specific information regarding keys and access control device.
- Administrative forms and logbooks, Equal Employment Opportunity policies, OSHA policies, and Service Contract Act and Drug Free Posters, as required in this contract.

Prior to initial employee training and orientation, the AGS team will duplicate and distribute forms, logbooks, Equal Employment Opportunity policies, OSHA policies to all employees, and clearly display Service Contract Act and Drug Free posters.

During orientation, the AGS team will ensure that every staff member providing services under this contract has completed training which includes an overview of the ICE Operating Manual, facility emergency procedures and evacuation plans, and Equal Opportunity. During orientation, we will discuss applicable OSHA regulations, Equal Employment Opportunity, and ensure each staff member understands the Drug Free Workplace at the Krome SPC. This session will be included in the orientation curriculum and staff involvement in this session will be tracked via an Orientation participation checklist.

C.10 Personnel

The AGS team will manage the overall Krome contractor staff with one-set of employment policies, workplace procedures, and a single compensation plan. All employees, regardless of company affiliation, will adhere to and be accountable to the same policies and procedures. The AGS team project management staff includes an on-site Business/HR Manager who will be accountable for compliance with all personnel hiring policies and requirements. The Business/HR Manager will directly coordinate with AGS and Akal corporate Human Resources organizations. Corporate resources from AGS and Akal will audit the HR practices on site no less than once annually

C.10.1 Minimum Standards for Employee Conduct

The AGS team will ensure a safe and productive detention environment at the Krome SPC through decisions, actions, and behaviors consistent with our core principles that are compliant with ALDF 7C. The AGS team Code of Conduct and Ethics and Compliance policies provide the following principles to help guide staff daily behavior:

- Everyone will be treated with dignity and respect.
- Honesty and integrity will govern our activities.
- Commitments made will be fulfilled.
- All personnel are held to 100% compliance with the law and all applicable policies concerning ethics and business conduct. Non-compliance is not negotiable.

- Personnel are prohibited from using their official positions to secure privileges for themselves or others.
- Personnel are prohibited from engaging in activities that constitute a conflict of interest.
- Personnel are prohibited from accepting any gift or gratuity from, or engaging in any personal business transactions with a detainee, detainee family, or persons who have a personal relationship with a detainee.

C.10.1.1 Standards of Employee Conduct, Reporting Violation.

AGS will utilize the Akima, LLC (Akima) already robust employee code of conduct, ethics policy, and associated disciplinary policy, Akima standard policy #110 – Ethical Business Conduct; and tailor these standard procedures to include the DHS/ICE Krome specific code and ACA 4-ALDF-7C-02 Code of Ethics. The combination of which, will not only be consistent with, but also exceeds the SOO employee conduct requirements. The Akima code of conduct is always updated and available on the Akima public web portal (<http://www.akima.com/code-of-conduct/>) for anyone to review as well as to provide the contact information for anyone wanting to make a report of a violation. All AGS team employees, regardless of prime or subcontractor affiliation, will be accountable to the same standards.

C.10.1.2 Training.

In accordance with PBNDS 2011 7.3 Staff Training, all AGS team employees will receive instructor led ethics and code of conduct training during new hire orientation as well as annual refresher training. Employees will be required to take an exam following their code of conduct training and must have a score of 100% in order to pass. Employees who do not score 100% will have to participate in additional training as required and retake different versions of the exam until they pass. Code of conduct is also included in the on-the-job training provided to employees.

C.10.1.3 Code of Conduct Handbook.

All AGS team employees will receive a code of conduct handbook, have access to these policies on the DFos™ portal; and will certify via signature that they have read and understand these standards initially at new hire orientation, and with each annual training refresher. This requirement has a 100% minimum Acceptable Quality Level. Signed acknowledgements are maintained in the employee files located in the HR Manager's office on-site. These records will be provided to the COR prior to any contractor employee starting work at Krome or any of the hub facilities.

Supervisors have oversight and responsibility to ensure all employees under their direction always comply with the policy.

C.10.1.4 Employee Violations Reporting.

The Akima code of conduct policy states that anyone who observes a violation of the Code is required to report it. If anyone is uncomfortable reporting an observed violation to their direct chain of command, the Project Manager, the Business/HR Manager, or the ICE COR, they may make an anonymous report through the Akima Ethics Hotline, "InTouch" (1-855-512-5462).

- AGS will maintain a constant leadership presence in the facility for observation and monitoring via regular project management and supervisor walk-throughs. Violations may also be identified via quality monitoring and inspections.
- Detainees will receive an orientation and be able to report any code violations as per ICE policy and as per Krome established protocol including "9 different ways to file a complaint". AGS will

report all violations or attempted violations of the standards of conduct or any criminal activity immediately to the COR. Violations may result in the removal of the employee from the facility. Failure on the part of AGS either to report a known violation or to take appropriate disciplinary action against the offending employee or employees shall subject AGS to appropriate action including possible termination of the contract for default.

- AGS will take immediate action on every observed and/or reported violation. All reports will be taken seriously and thoroughly investigated. Appropriate action will be taken based on the investigation results.
- The Project Manager, will be notified of all violations; the AGS President, and the Akima, LLC Shared Services HR Employee Relations Director (ERD) will be immediately notified for all violations requiring escalation. Additionally, the ERD is immediately dispatched to Krome to lead the investigation and take all necessary disciplinary actions. The Akima ERD investigation is a prescribed process, will be conducted thoroughly; and will be supported by witness statements, a statement or an interview with the alleged employee(s) who was/were named as the perpetrator(s), copy of the policy violated along with any other applicable proof such as copies of timesheets or time records, pictures, incident reports, police reports, government reports, and drug testing results.
- The code of conduct policy includes a “No Retaliation” clause. Retaliation against employees or detainees who raise concerns or questions in good faith about misconduct will not be tolerated. The AGS team will not terminate, demote, or otherwise discriminate against an employee for having raised concerns.

All AGS team employees are individually accountable for their actions as well as for reporting any observed actions in violation of these standards. Prompt discipline will occur for any violations of the code. The specific actions are dependent on the severity of the violation. Disciplinary action whether pending or completed will be reported promptly to the COR. All final disciplinary actions will be reported to the COR within 24 hours.

C.10.2 Minimum Personnel Qualifications

C.10.2.1 Employment Eligibility Verification I-9 / E-Verify

It is the standard policy of AGS to prohibit the employment of unauthorized aliens in the United States. AGS will enforce the verification procedures for all employees hired according to Section 274.a.2 of the Federal Register as follows:

- **Form I-9.** All AGS team employees must provide identification and documentary evidence of authorization to work in the United States including a valid Social Security Card. The employee and the authorized company representative must complete and sign the Employment Eligibility Verification Form I-9, verifying that these documents have been presented and reviewed. All new employees must provide such evidence prior to commencing their employment. Failure to provide this information within the specified time frame will result in rescission of the employment offer. A copy of the Form I-9 will be presented to the COR prior to the employee commencing work with the original retained in the employee file. No person who is not a United States (U.S.) Citizen or a Lawfully Admitted Permanent Resident (residing in the U.S. for the past 5 years) will be authorized to work on the AGS team.
- **E-Verify.** The AGS team will use E-Verify’s Internet-based system to compare information from an employee’s Form I-9, Employment Eligibility Verification to data from U.S Department of Homeland

Security and Social Security Administration records, to confirm employment eligibility. All new hires will be E-Verified as part of the hire process. Compliance will be monitored with confirmation by the HR/Business Manager for each AGS team new hire (prime or sub), and via audits, monitoring, and inspections.

C.10.2.2 Background Check and Verification of Documents.

All application information will be verified prior to commencement of employment.

- All AGS team employment candidates will be required to provide authorization to perform background screening for criminal convictions, sex offender registration, employment verification, education verification, credit reports, and department of motor vehicles record search. Subcontractor Akal will be required to provide AGS verification of background reports for all employees, using the same methods approved by and in use by AGS, prior to commencing employment. No AGS team employee will be authorized to work on any government site until approved by the COR.
- The AGS team will confirm that new-hire candidates are not currently employed by any federal agency. Applicants will be screened for English language skills by observation, conversation, and ability to complete employment forms. If required, Language Testing International will be used to assess English proficiency.
- All Transportation officers will be required to present their Florida Commercial Driver's License with the proper endorsements prior to commencing employment.
- All potential employees shall be screened for prior experience. AGS team plans to the greatest extent possible to transition current staff into the new contract retaining experienced personnel. New applicants will be reviewed for prior law enforcement experience and shall have as a minimum one (1) year of experience as a law enforcement officer or military policeman, or six months experience as a security officer engaged in functions related to detaining civil or administrative detainees. All applicants will be presented to the COR for approval prior to being allowed to work on this contract.
- The AGS team will verify individual firearms licensing with the Florida Department of Agriculture and Consumer Services Division of Licensing to ensure any officers who will carry a firearm are licensed to possess and carry firearms under the regulations of the State of Florida.

C.10.3 General Health Requirements

C.10.3.1 Employee Fit for Duty Examination.

AGS will provide and maintain a safe and healthy environment by ensuring all personnel employed under this contract are physically and mentally fit for duty and able to properly and safely perform all essential functions of their jobs and not impose a risk of harm to their own or others' health and/or safety.

- The AGS team will comply with all requirements of the Americans with Disabilities Act (ADA), and not discriminate against anyone solely based on having a medical condition or disability, but will take into account all relevant information before making hiring/placement decisions. The AGS team will not place anyone at the facility or hub locations who presents a health or safety risk to detainees, the Government, visitors, the community, or other AGS team employees.
- Licensed and Certified Clinic. AGS has a collaborative agreement with Concentra Urgent Care, a certified independent clinic and laboratory for licensed physician medical examinations. Concentra

is located at 7800 NW 25th Street, Miami, FL 33122; (305) 593.2174. In accordance with ACA 4-ALDF-7B-04, a pre-assignment physical examination will be conducted for all employees within thirty (30) days of initial assignment. Concentra physicians will complete the SF88, Report of Medical Examination for each physical performed. The SF88 forms will be maintained in the Project Management Office for each employee and available for COR review if requested.

C.10.3.2 Fitness for Duty Policy.

AGS will maintain a Fitness for Duty policy that all employees will read and sign as part of their acceptance of the employment offer. The policy will include requirements for annual physical exam and Tuberculosis (TB) Skin test; Fitness for Duty Requirements; Random Drug Testing Policy; Right for Psychological Screening by the Contractor; Rules and Rights for Maternity. This policy will be provided to the COR upon request.

C.10.3.3 Detention and Transportation Officers Health Requirements

Detention and Transportation Officers are responsible for the safe and smooth operations of the facility, hub locations, and while transporting and monitoring detainees. These functions require physical fitness.

- All AGS team officers will be assessed as fit for duty in accordance with ACA 4-ALDF-7B-04, ICE 2011 PBNDS, and applicable Florida State requirements. All officers will have good eyesight, hearing, and physical fitness, which will be assessed during their pre-employment physical as described in 1.C.10.3 above.
- At any time during employment, if any officer is observed to have diminished physical capability, they will be required to take a physical for re-assessment.
- All Transportation Officers will have a valid Florida Commercial Driver's License (CDL) and will be required to pass the State of Florida Department of Motor Vehicles Commercial Driver Fitness Determination, 649-F.
 - Transportation Officers will require the medical determination every two years. The physical determination assesses agility, ability to bend and stoop, maintain a crouching position to inspect the underside of the vehicle, and frequent entering and exiting of the vehicle.
 - In addition, a driver must have the perceptual skills to monitor a sometimes complex driving situation, the judgment skills to make quick decisions, when necessary, and the manipulative skills to control an oversize vehicle, and maneuver a vehicle in crowded areas.
 - The physical also includes blood pressure, weight, physical abnormalities, hearing, vision, and body system functions.

The Florida CDL will be inspected during the hiring process. The expiration data will be maintained in (b)(7)(C) with automatic notifications provided to the AGS Business/HR Manager when a license is due to expire within 90 days. Transportation officers will be required to show proof of CDL license renewal.

C.10.3.4 Tuberculosis (TB) Testing

All AGS team employees will be required to have and pass a Tuberculosis Skin Test. The clinic described above in Section 1.C.10.3, Concentra, will perform the Mantoux Tuberculin Skin Test during the pre-employment physical. Each year following initial employment screening, all employees will be scheduled for retesting at or near their anniversary date. Concentra will conduct two-step testing. Two-step testing is useful for the initial skin testing of adults who are going to be retested periodically. This two-step approach can reduce the likelihood that a boosted reaction to a subsequent TST will be misinterpreted as a recent infection.

The on-site Business/HR Manager will maintain a secure electronic record for every employee in (b)(7)(C) (regardless of company affiliation); and schedule annual retests.

C.10.3.5 Drug Screening

A safe, healthy, secure, and productive workforce begins with a drug-free workplace. AGS' standard drug screening practices are in full compliance with the federal Drug-Free Workplace Act of 1988. Consistent with that Act, AGS (1) strictly prohibits manufacture, use, possession, sale, purchase, transfer, or being under the influence of illegal drugs at any time, and (2) requires employees to notify AGS of any criminal conviction for a drug related violation, within 24 hours of the conviction. The AGS Drug-Free policy aligns with the ACA 4-ALDF-7C-01 Drug Free Workplace standard. All AGS subcontractors are also required to comply with the AGS Drug-Free policy and program.

C.10.3.5.1 Pre-Employment/Pre-Placement Drug Screening.

AGS policy requires drug testing before any applicant will be hired and allowed to commence work. A drug test is also required before any current employee in a non-transportation position who will be assigned, transferred or otherwise permitted to operate a Government or contractor owned motor vehicle on behalf of the company for the first time.

Prior to taking a pre-employment/pre-placement drug test, the applicant will be given forms notifying him/her to report for a drug test. All offers for new employment or transfer to a Transportation position are conditioned upon the applicant:

- Signing the company's "Pre-Employment Acknowledgement Form"
- Taking a drug test as directed by the company and providing a negative result;
- For all Transportation positions, authorizing the company to obtain past drug and alcohol test results. The "Previous Department of Transportation (DOT)-Testing History Form (MF107)" permits the company to obtain past drug and alcohol test results, including any refusals to test, from each DOT-regulated employer for whom the applicant either worked, took, or refused to take, a drug and/or alcohol test during the past two (2) years;
- Providing the company with information regarding whether they have tested positive or refused to test on any required pre-employment drug or alcohol test in which the applicant applied for, but did not obtain a safety-sensitive position in the preceding two (2) years (MF106);

Pursuant to DOT regulations, AGS will make a "good faith effort" to obtain a driver's previous testing information from the driver's prior DOT-regulated employers, and such prior employers are required to provide the previous testing information to the AGS Business/HR. This information will be obtained before the driver first performs any driving functions on the contract.

A verified positive drug test or adverse previous testing information will disqualify an applicant/employee and the conditional offer of employment will be withdrawn.

C.10.3.5.1 Drug Testing Program.

In accordance with ACA 4-ALDF-7C-01 Drug Free Workplace, ICE Drug Free Workplace policy, and the AGS Drug Free policy and business process, the following elements are highlights, but not all inclusive, of the AGS Drug Testing Program:

- All employees will be provided a copy of the company's Drug & Alcohol Free Workplace Policy at their time of hire. Employees will be required to review and sign acceptance of receiving this written program.

- Employees who have been prescribed the use of legal pharmaceuticals that may impact ability to perform their duties, such as codeine, must immediately notify their supervisor. The supervisor and HR manager will make a determination as to whether or not the employee should report to work.
- Employees will not manufacture, distribute, dispense, possess, or use illegal drugs at any time.
- Employees will not possess or use non-prescribed pharmaceuticals at any time.
- Employees will cooperate in all required testing for drugs and/or alcohol, and comply with the Drug and Alcohol-Free Workplace policy.
- Employees who are charged with a violation of any criminal drug statute shall notify the project Business/HR Manager in writing no later than 24 hours after the charges have been filed.
- Employees who are convicted of a violation of any criminal drug statute shall notify the project Business/HR Manager in writing no later than 24 hours after the conviction.
- Employees will not possess or consume alcohol during working hours or in a time period prior to the beginning of their shift where alcohol is still present in their system.
- It will be an inherent part of every employee's responsibility, particularly supervisors, to be observant of behavior that may jeopardize the safety and security of detainees, staff, or visitors; or that could affect responsiveness to contract requirements, and to report their concerns to management. When there is reasonable suspicion of substance abuse, the Project Manager or his/her management designee may request removal of the individual from the work site and order a drug test. Positive results to such testing will result in immediate dismissal.
- Employees who operate company or Government vehicles or machinery and are involved in an accident while operating must complete a post-accident test for drugs and/or alcohol.
- Employees involved in any type of workplace accident must complete a post-accident test for drugs and/or alcohol.
- Employees may be subjected to "suspect" testing for any employee who reports for duty exhibiting conditions of impairment. Incident must be witnessed and observation confirmed by another member of supervision.
- Employees will be subjected to random testing by way of lottery drawing. Employees who are called for random testing must complete the drug test on the day they are notified.

C.10.4 Employee Disqualification

All employment candidates will be required to provide authorization to perform background screening for criminal convictions, sex offender registration, employment verification, education verification, credit reports, and department of motor vehicles record search in addition to any government required background checks. The same background screening is required for all subcontractor employees. All offers for employment will be contingent on receipt of an acceptable background report as described in section C.10.2 of this proposal, Minimum Personnel Qualifications.

- The Business/HR Manager will verify all background reports prior to an applicant commencing work, regardless as to company affiliation. All background reports will also be verified by an Assistant Project Manager and require signature in the personnel file that the verification has occurred.
- Upon confirmation of failed pre-employment screening, adverse background information received, or if an active employee engages in any disqualifying activities during the course of employment

they will be disqualified to perform any further duties on the contract and their employment will be terminated.

C.10.4.1 Removal from Duties.

Upon obtaining confirmation that an employee has been disqualified to perform duties on the contract the Project Manager, or Assistant Project Manager will escort the employee to the Project Management office for out-processing and removal.

C.10.4.2 Disqualifying Information.

Upon confirmation of disqualifying information for an applicant, the offer for employment will be rescinded.

C.10.5 Unfit for Duty

Upon direction from ICE that an employee has been disqualified either for security reasons or for being unfit to perform their duties, the AGS team will immediately remove the employee. AGS management may also determine that an employee is disqualified or unfit to perform under this contract and will take the same steps to remove offending employees from their positions.

C.10.6 Reassignment

As directed by the COR, the AGS team will immediately reassign employees who have been arrested or accused of misconduct that precludes contact with detainees. AGS will evaluate arrests on a case-by-case basis. Pending the outcome of the charges, the employee will be reassigned. If reassignments are not available, the employee will be suspended with pay pending the results of the investigation. Investigations into alleged misconduct or arrests will be performed in a timely manner and fully supported by the Human Resources Department at the corporate level.

- Information regarding employee reassignments will be included in the Standards of Conduct and Responsibility. Every employee will be required to read and certify in writing that they have read and understand these rules.
- Breach of any rule contained in those Standards will render employees eligible for reassignment, particularly offenses which preclude direct contact with detainees.
- All employees who are arrested or accused of misconduct will be reassigned, or in the absence of reassignments, suspended with pay until a disposition is reached.

C.10.7 Adverse Employee Information

C.10.7.1 Adverse Information Reporting.

The AGS team will immediately report all violations or attempted violations of the Standards of Conduct or any criminal activity to the COR. Depending on the severity of violation, employees may be removed from the contract pending the results of an investigation. The AGS team will submit full reports of all such reassignments or terminations to the COR.

For any adverse information received regarding an employee, the AGS team will immediately submit a verbal report, and provide a written follow-up report within 24 hours. The report will be based only on factual information gathered during our internal investigation. Reports are securely stored on DFos™ for COR retrieval and review.

C.10.7.2 Notification of Arrest.

Detention officers working under this contract will be required to inform their supervisor within 12 hours of their arrest. That supervisor will notify the COR within 12 hours of this notification. Failure of any employee to report an arrest may result in their removal from this contract.

C.10.7.3 Reports.

Reports will not be based on innuendos and rumors. With approval from the COR, arrest and incident reports will describe the findings of AGS's internal investigation. No investigations will be conducted without the prior approval from the COR. All incident information and investigation findings will be documented, stored, and made available to the COR upon request.

C.10.7.4 Preliminary Investigation.

The AGS team will not conduct preliminary investigations without prior approval from the CO. Preliminary investigations will be limited to gathering statements from victims and witnesses, and collecting relevant documents. All information and documentation gathered during preliminary investigations will be provided to the COR. A standard form will be used to report adverse information and will include the employees' name, social security number, and a description of the incident/adverse information.

C.10.8 Employee Terminations/Resignations

C.10.8.1 Notification of Terminations/Resignations.

All terminations/resignations will be reported to the COR within (5) calendar days of occurrence. Any employee termination, transfer, resignation, or personnel action will be verbally reported to the COR immediately by the manager on duty and followed up with a written report. All access cards and passes will immediately be deactivated and returned to the COR, and the terminated/resigned employee will be escorted off the premises.

- All resignation and termination forms will be completed by the supervisor and forwarded to the Business/HR Manager to begin the process.
- Personnel files will be updated accordingly and the incident noted in the next monthly status report to the COR.
- The workforce will be notified of the departure at the next muster meetings, and instructed to deny access to that individual.

C.10.8.2 Unavailable Building Pass or ID Card.

All ICE issued PIV cards, SIDA badges, identification cards, and building passes are tracked and centrally managed. Information tracked includes: the name of the employee, reference or card number, date issued, and issuing agency. In the event a pass or ID card is unaccounted for, the Security Office (SO) and the AGS Human Resources (HR) department will use this information to take all possible measures to retrieve the card and/or prevent unauthorized entry. If an identification card or building pass is not surrendered, a report will be submitted to the COR referencing the pass or card number, name of Individual to whom it was issued, and the last known location and disposition of the pass or card. All steps taken to retrieve passes or IDs and steps taken to prevent unauthorized access will be documented in that report.

If an employee resigns, the employee will return all passes and ID cards at the exit interview. If no advance notice is given, their immediate supervisor will be responsible for collecting all badges and IDs.

C.10.9 Tour of Duty Restrictions

The AGS team will not assign nor permit any uniformed employee to work more than a total of 12 hours in any 24-hour period. This restriction shall include time employed by the AGS team outside the scope of this contract. All work hours will count against the 12-hour limitation, irrespective of employer. All employees will have a contiguous 8-hour rest period within each 24-hour period. The AGS team will seek authorization from the COR prior to any employee performing services exceeding 12 hours. In the event of a Facility Disturbance or other emergency operations, the AGS team will apprise the COR of the situation and with their approval and may work employees beyond the 12-hour limit until order is restored.

In addition to the Performance Based Detention Standards (PBDNS) regulations, Transportation Detention Officers (TDOs) will comply with all current Federal, state, and local laws, including, but not limited to the Federal Motor Carrier Safety Administration and CFR 395.5 – Maximum driving time for passenger-carrying vehicles. Detention officers performing transportation duties may work up to 15 hours in a 24-hour period as needed under Department Of Transportation regulations. Drivers shall be limited to 10 driving hours in any 15 hour period. During emergency conditions officers may exceed the tour of duty limit to reach a safe resting area IAW the 2011 PBDNS.

C.10.10 Dual Positions

C.10.10.1 Adequate Supervision

Employees will be adequately supervised at all times by a full-time supervisor who has successfully completed all required supervisory training. If a supervisor is not available for duty, the AGS team will appoint a full-time shift supervisor to act as the Supervisory Detention Officer (SDO), during which time performing SDO duties will be their sole function.

C.10.10.2 Dual Positions

No AGS team employee will serve a dual role as Detention Officer and Supervisory Detention Officer. In the unlikely event there are not enough personnel to cover all positions; the Project Manager will notify the COR of the cause, scope, and proposed solution to the shortfall.

The AGS team's realistic and exacting scheduling procedures will provide adequate personnel to cover any absentees. As part of our Standard Operating Procedures, selected individuals will be rotated in order to retain at least one alternate to cover any given shift. AGS team will maintain a roster of on-call individuals who are ready to report to duty straightaway. Supervisors will be thoroughly trained in all scheduling procedures to prevent any violation of ICE's dual position policy.

C.10.11 Personnel Files

The AGS team will maintain personnel files which include background checks maintained for the duration of each employee's tenure, plus 6 years and 3 months. Credentials validating training and experience as well as documentation of any disciplinary action will be included in each file. (b)(4)

(b)(4)

Transportation

Supervisors will also maintain files for each vehicle operator to include certificates of bus training program completion and copies of Commercial Drivers Licenses (CDLs). These same standards and procedures will apply to all subcontractor personnel and volunteers.

(b)(4)

The CO and COR will have the express authority to review AGS team employees' files at any time. The AGS team will also

maintain all personnel files 3 months (upon receiving a release of claims). All medical information will be kept confidential in accordance with HIPAA and the Privacy Act.

Each detention officer's file will include following information:

- Application for employment, including SF85P, FD 258, resume or detailed prior work history and references;
- Results of all criminal history checks obtained by the Contractor;
- U.S. Citizenship and Immigration Services Form I-9 Employment Eligibility Verification (OMB No. 1115-0136);
- A copy of DHS 11000-6 Non-Disclosure Agreement,
- A copy of high school diploma, GED certificate, college transcripts, military records, or Peace Officers Standards and Training (POST) training completion;
- Records of all basic and refresher training attendance and, where required, test scores;
- Records of current firearms training and qualification scores, where required by the Contract;
- Records of all successfully completed Government-provided training;
- A copy of most recent CPR, First Aid, and Automated External Defibrillator (AED) certification card;
- Results of all drug screenings administered (both pre- and post- employment);
- A copy of the DHS certification card as required by the COTR;
- A copy of all firearm licenses and certifications required by state and local regulations;
- Records of personnel suitability information (including date current suitability expires);
- Copies of all complaints, investigations, and disciplinary actions taken by the Contractor against the employee for all infractions committed under the Contract;
- A copy of all commendations, awards, letters, and other documents given to the employee as a result of work performed under this Contract;
- A copy of any National Security Information clearance issued, where required by this Contract (i.e. Secret/Top Secret).
- To comply with the Health Insurance Portability & Accountability Act (HIPAA), the Medical Evaluation (SF-78) will be filed separately by the AGS team.

C.10.12 Disclaimers

The AGS team will include appropriate disclaimers clearly stating that their opinions do not necessarily reflect the position of the United States Government. All personnel will use this disclaimer in any public presentations or publications that relate to any aspect of contract performance or facility operations.

A disclaimer form will be developed stating that the employee understands his/her opinions do not necessarily reflect the position of the United States Government. That form will be reviewed with all employees during new hire orientation to verify understanding. Employees will be required to sign the form as a condition of employment, and will be reminded of their pledge at annual refresher training. Employees will also be instructed not to speak publicly or to the press regarding the Krome SPC under penalty of the disciplinary action deemed appropriate by the contractor under the advisement of the COR. Any formal communications requests will be directed to the COR. All communications made will receive approval from the Government and will contain this disclaimer.

C.10.13 Uniform Requirements

Each officer will be provided with a uniform that properly fits and meets all applicable standards. Prior to making final selection and purchasing uniforms for the contract, COR approval will be obtained. Uniforms will be available in men's and women's sizes and will be appropriately provisioned according to gender and size. Long sleeve shirts and jackets will also be provided for cool or inclement weather.

C.10.14 Identification Credentials

The AGS team will obtain all required identification credentials for uniformed, non-uniformed, and clerical employees. All employees will retain identification credentials in accordance with Homeland Security Presidential Directive (HSPD) 12 and the credentials will be in their possession at all times while on the premises.

The AGS team will meet all U.S. Customs and MIA identification credentials for personnel who will enter the airport.

Identification credentials will meet HSPD-12 standards and the AGS team will obtain ICE identification badges during the transition period at an ICE Field Office in coordination with the COR. SIDA badges will be provided to Detention and Transportation Officers assigned to MIA.

The identification credential document will include the following:

- A photograph that is at least one square inch that shows the full face and shoulders of the employee. The photograph will be no more than 30 days old at the time of issuance.
- A printed document that contains descriptive data consisting of the employee's name, sex, birth date, height, weight, hair color and eye color, as well as the date of issuance, signature of the employee, and signature of project manager or official designee.

In accordance with ICE's standards of conduct, employees will not use their prison credentials, identification cards or badges to coerce, intimidate, or deceive others to obtain any privilege not otherwise authorized in the performance of their duties. Disciplinary action will be taken against any employee that chooses to do so.

C.10.14.1 Business Permits and Licenses

The AGS team will maintain its licenses and registrations as qualified security service companies in accordance with the requirements of the State Florida. Prior to performance, AGS team will obtain all the required licenses and permits shown in **Figure C.10.14-1**.

LICENSES AND PERMITS
State, County, City Business Licenses
Florida D License for Security Guards (Security)
Florida G License for Armed Guards (Perimeter and outside the facility or Armed Security)
Florida CDL-B Passenger
US DOT Medical Physical for only Transportation Officers
SIDA badges for Airport for Transportation and Airport Employees Only
First Aid and CPR Certified
Certification of Instructor
Warehouse/Forklift Operator License
Food Handlers Certification
Certified Firearm Instructor certification

LICENSES AND PERMITS
Qualified Security Company
Licensed in the state of Florida to do Transportation (Comp)
Class K

Figure C.10.14-1: Licenses and Permits. *With AGS subcontractor currently holding security contracts in Florida, the AGS team is experienced in obtaining and maintaining Florida business licenses and permits.*

All licenses and permits will be kept current throughout the duration of the contract, and will be maintained as both electronic and paper files. Copies will be available to the COR upon request. Additionally, gun licenses will be obtained for all counties and municipalities through which AGS team employees must traverse. All licenses and permits will be in place prior to performance and available for Government Inspection. (b)(4)

(b)(4)

C.10.14.2 Licensing of Employees

Before reporting for duty, all detention officers and transportation detention officers will have all necessary registrations, commissions, permits, and licenses required by the District, Municipality, County, and State of Florida as shown in Figure C.10.14.2-1. The AGS team will be responsible for obtaining all licenses and permits for employees and verifying their validity before employees report to duty.

EMPLOYEE LICENSES AND PERMITS
Florida D License for Security Guards (Security)
Florida G License for Armed Guards (Perimeter and outside the facility or Armed Security)
Florida CDL-B Passenger
US DOT Medical Physical for only Transportation Officers

Figure C.10.14-2: Employee Licenses and Permits. *The AGS team will plan and execute all licenses and permit acquisition activity at the management level and will coordinate with state and local officials of localities in which services are to be performed.*

All licenses and certifications will be verified and included in personnel files. The CO, COR and all other authorized Government personnel will have the express authority to examine these documents at any time during the duration of this Contract.

AGS will complete and certify a written record that shows names and issue dates for each employee (prime and subcontractor employees) holding legally required licenses, permits, and certifications. This written certification shall clearly state that all legal requirements have been fulfilled prior to reporting for duty. (b)(4)

(b)(4)

(b)(4)

AGS acknowledges it will not be reimbursed for services rendered by detention officers lacking appropriate permits and certifications.

Armed detention officers will carry their firearm license/permits (and, where legally required, their concealed weapons permits) on their person while on duty. Additional copies of this documentation will be centrally stored and maintained. Failure by an armed detention officer to carry a valid firearm certificate or permit while on duty will result in removal from the armed post until the certificate or permit is obtained and is on their person. Additionally, all armed detention officers will hold proper state permits and/or certifications to carry weapons off-site.

C.10.14.3 Jurisdiction

The AGS team's authority for this contract will be limited to space or posts that are under the charge and control of ICE. Our team will not extend services beyond the scope of this contract. The AGS team will only perform those services outlined in the SOO. Employees will be taught the limits of their jurisdiction during initial training and orientation. Compliance with the contract Terms and Conditions will be overseen by the Project Manager.

C.10.15 Encroachment

The AGS team will ensure; employees do not have access to Government equipment, documents, materials, and telephones for any other purposes authorized by the COR. Personnel will remain in their assigned posts and areas unless leaving this space is absolutely necessary to perform their duties. Employee entry into restricted areas of the Krome SPC will be prohibited and strictly enforced.

- Appropriate use of government property is included in the AGS team's Policies and Procedure Manual provided to every employee at orientation. Personnel are required to sign and certify in writing that they have read and understand the contents of that manual. Additionally, personnel are required to take a course on proper use and care of government equipment.
- Personnel will remain in their assigned post or area, and unless authorized, restricted areas will only be accessed by preapproved personnel. Appropriate disciplinary action will be taken against any employee found in violation of the encroachment policy.

C.11 Staffing Plan

The AGS team has outlined our staffing plan in Section F. Included in the staffing plan are the number of full time equivalents, by shift, for each area of the facility, including transportation. Additionally, we have included our organizational chart in Section F.2.

C.12 Key Personnel

The AGS team has identified key personnel in Section G. Included in the key personnel section are resumes for each of the key personnel detailing their relevant backgrounds and work experience.

C.12.1 Substitution of Key Personnel

If the need arises to change key personnel, we will ensure the qualifications of any prospective replacement personnel are equal to or better than the qualifications of the key personnel being replaced. We will notify the CO in writing of any proposed substitution at least 15 calendar days, 30 if a security clearance is necessary, in advance of the proposed substitution to include:

- An explanation of the circumstances necessitating the substitution
- Complete resume of the proposed substitute
- Any other information requested by the CO to enable him/her to judge whether or not we are maintaining the same high quality of personnel that provided the partial basis for award.

The COR and the CO will evaluate all substitutions and notify the Contractor of their approval or disapproval in writing within 15 business days after receiving our request. All disapprovals will require resubmission of another substitution within 15 calendar days.

C.12.2 Organizational Chart

Figure C.12.2-1 shows the AGS team organizational chart that illustrates the structure of authority, responsibility, and accountability within the facilities. This chart is updated as necessary.

(b)(4)

(b)(4)

(b)(4)

C.13 Personnel Screening Procedures

As a federal contractor, the AGC team will ensure all workers on this contract to include all employees and subcontractor employees working under all our contracts are documented and authorized to work in the United States. We verify eligibility using the following method.

C.13.1 I-9 Employment Eligibility Verification

AGS team standard policy, 114 – Employment Eligibility Verification I-9/E-Verify is the baseline policy AGS will implement for Krome hiring and verification. It is our policy to prohibit the employment of unauthorized aliens in the United States. We will enforce the verification procedures for all employees hired according to Section 274.a.2 of the Federal Register as follows.

C.13.2 Form I-9.

Employees must provide identification and documentary evidence of authorization to work in the United States. The employee and the authorized company representative must complete and sign the Employment Eligibility Verification Form I-9, verifying that these documents have been presented and reviewed. All new employees must provide such evidence prior to commencing their employment. The Human Resources (HR) Department will be notified of the failure or inability of an employee to provide the required documentation. Failure to provide this information within the specified time frame will result in rescission of the employment offer. A copy of Form I-9 will be presented to the COR prior to the employee commencing work, with the original I-9 retained in the employee's file.

As a Government contractor, AGS team is required by law to use E-Verify to verify employment eligibility. On the form, we will examine the employment eligibility and identity document(s) a new hire presents to determine whether the document(s) reasonably appear to be genuine and relate to the individual. We will record the document information on the Form I-9.

AGS team will use E-Verify's Internet-based system to compare information from an employee's Form I-9, Employment Eligibility Verification to data from U.S Department of Homeland Security and Social Security Administration records to confirm employment eligibility. As stated, all new hires will be E-Verified as part of the hire process. AGS team reserves the right to use E-Verify or other measures to confirm employment eligibility of any employee at any time. Compliance will be monitored with confirmation by the HR manager for each new hire (AGS, AKAL, or any other potential subcontractors), and via audits, monitoring, and inspections.

C.14 Training

The AGS team staff will be trained in accordance with the requirements set by ICE 2011 PBNDS and the American Correctional Association (ACA). Training will consist of initial qualification training, refresher training, and quarterly re-qualification of all armed Officers. Employees will not perform duties under this contract until they have successfully completed all initial training and the COR receives written certification from the Contractor.

- Training will be conducted through the use of certified instructors. These certified trainers have completed the required 40-hour courses to be certified and will provide all training for Detention Officers under this contract.
- Firearms training will be provided by an individual who is certified by the State of Florida Division of Licensing. The COR may certify instructors that have documented past experience in teaching positions, or that completed an instructor training course.

- All instructors will be approved in advance by the COR.

Any remuneration (pay) due to employees in accordance with Department of Labor (DOL) regulations for training time will be the AGS team's responsibility.

- Any staff member or Detention Officer that fails to successfully complete training will be disqualified or removed from duty.
- Staff or Detention Officers will be provided with remedial training when needed.
- If a staff member or officer fails to successfully remediate, they will be removed from the contract and the COR notified.

An offsite training and recruitment facility will be leased and maintained throughout the contract at a location nearby the Krome facility. The following training will be conducted at this off-site location:

- Classroom training for PBNDS and ACA
- Less than lethal hand-to-hand tactics
- Verbal judo
- New hire initial training
- Annual refresher training.

The Training Officer will poll and test all employees in order to measure the effectiveness of the training provided. This evaluation will be reviewed quarterly. The Training Officer will provide the results of this evaluation to the Project Manager who will submit this information to the COR annually.

After contract award, the appropriate Corporate Director of Training and the Project Manager (PM) will develop a site specific training plan for the Krome Contract to include the Krome SPC, MIA, Transportation, and Larkin Hospital. Once developed, the PM will submit the plan to the COR for review and approval.

- All training subjects and formats will be approved by the COR prior to beginning instruction.
- At minimum, the Training Plan will list proficiency testing (if required), instructor(s) and instructor qualifications, course descriptions, and detailed lesson plans that include subject matter and methods of presentation, course objectives, student evaluation procedures, and the location and duration of training.

(b)(4)

(b)(4)

(b)(4)

(b)(4)

C.14.1 Initial Training

The AGS team will ensure that all contracted personnel and staff receive initial training appropriate to their assignments and in accordance with ICE PBNDS Standard 7.3, Staff Training and ACA Performance-based Standards for Adult Local Detention Facilities: 4-ALDF-7B-05 through 7B-17, 7C-01, and 7C-03. Initial training will be provided off site during the transition period while the AGS team prepares to assume operations at the Krome SPC.

The proposed training plan will be submitted by the Project Manager to ICE for approval within 2 weeks after the award of the contract. The plan will address all the training requirements outlined in PBNDS 2011 and ACA standards.

At a minimum, Detention Officers will receive at least eighty (80) hours of initial training, and eighty (80) hours of on-the-job training prior to entering on duty. After completion of the first 160 hours of training, Supervisory Detention Officers must complete, within 90 days, an additional forty (40) hours of training to meet the 200 hours of training required during the first year of employment. All training will be directly related to the employee's assigned position, and afford application of necessary job skills.

The AGS team will ensure that if any site-specific training is conducted, the training will received advance approval from the COR. The facility Training Officer will be responsible for record keeping and ensuring that training requirements are met for each position under this contract. The Training Officer should be included in all Department Head level administrative meetings and communications to remain updated as to the current information relative to operations. The Training Officer will work closely with the facility Business/HR Manager to remain apprised of all new employment and personnel action changes, including terminations as they occur.

Incumbent staff retained under this contract will have their training records reviewed during the hiring process and entered into DFos™.

C.14.2 On-the-job Training

After completion of the initial training, all Detention Officers, including Supervisory Detention Officers, will receive an additional eighty (80) hours of on-the-job training at specific post positions.

This On-the-Job training includes:

- Authority of supervisors and organization code of conduct.
- General information and special orders.
- Security systems operational procedures.
- Facility self-protection plan or emergency operational procedures.
- Disturbance Control Team training (as required).

On-the-job training will be conducted by the Post Supervisor. (b)(4)

(b)(4) On-the-job (or OJT) training is objective based. The AGS team has identified objectives derived from the specific job stations to ensure that training is quantified and measured to a high level of success.

C.14.3 Supervisor Training

Supervisory Detention Officers will successfully complete a minimum of forty (40) hours of formal supervisory training in addition to the Initial Training requirements. Supervisor training will be conducted by

the Training Officer annually. Supervisor training will include the management areas shown in Figure C.14.3-1 below.

Course	Hours
Techniques for issuing written and verbal orders	(b)(7)(E)
Uniform clothing and grooming standards	
Security Post Inspection procedures	
Employee motivation	
Scheduling and overtime controls	
Managerial public relations	
Supervision of detainees	
Other company policies	

Figure C.14.3-1. Supervisory Training Courses. All detention officers are required to complete (b)(7) of supervisory training before assignment.

All supervisors and department heads will be required to successfully complete the ACA Certified Supervisor Training Program. The Corporate Training Director will be responsible for the coordination of Supervisor Training on an as need basis. Employees promoted to supervisory positions will be scheduled to complete the Supervisor Training within 90 days of promotion. Supervisors are reviewed annually to ensure they are meeting the acceptable standards of the position. Additional classes will be held at the discretion of the AGS team, with the approval of the COR.

C.14.4 Refresher Training

Every year, forty (40) hours of Refresher Training will be required for all Detention Officers, including Supervisory Detention Officers.

- Refresher training will be conducted by the Training Officer and consists of the critical training subjects from ICE 2011 PBNDS and ACA standards, a review of the Basic Training subjects, and other subjects as approved by the COR or ICE designee.
- (b)(4)
- These 40 hours may also include training subjects mandated by the AGS team, as approved by the COR.
- The Training Officer will develop Supervisor's Refresher Training relevant to the employee's supervisory duties.
- The Training Officer will be responsible for planning and coordinating all training functions to ensure applicable ACA and contractual training requirements are met as prescribed. Materials provided by the AGS team for staff training will be in compliance with client requirements.

C.14.5 Basic First Aid and CPR Training

All Officers and Contractor personnel will receive basic first aid and CPR training, and be re-certified in both areas annually. Certification training will be conducted by a Certified Instructor. (b)(4)

(b)(4) The AGS team will work with either the Red Cross or the American Heart Association for certification. The Training Officer will also possess credentials certifying him/her as a basic first aid and CPR instructor. This basic training is included as part of the initial training plan and is provided as part of the orientation training upon hire.

C.14.6 Proficiency Testing

At the completion of each course, staff will take a written examination consisting of at least twenty-five (25) questions, proctored by the Training Officer. The Training Officer will develop the exam and submit to the Project Manager (PM) for COR approval.

Each staff member must achieve a score of 80% or better, to be considered passing. In the event a staff member fails the written test on the initial attempt, he or she may be given additional remedial training, and provided one additional opportunity to retake the test. If the staff member again fails to complete and pass the test the second time, the employee will not be employed under this contract.

The Training Officer will submit a listing of personnel who have received qualified grades, along with their completed exams to the PM. The PM will provide this information to the COR for approval before any staff member is assigned to duties under this contract.

Employees are provided with a maximum of two attempts to pass the proficiency examination. As required, the test will be presented in a classroom setting and in a written format. The room where the test is administered will be monitored by the test proctor (Training Officer) to ensure the integrity of the test results. Officers will be informed prior to being given the test that a passing score of 80% or better is required. The examination will be announced in advance to provide the best opportunity to all Officers to achieve a passing score.

C.14.7 Interactive Training

As identified and at the discretion of the COR, AGS team staff will participate in any interactive training involving ICE personnel. Designated employees will be made available for this training including, but not limited to, practical exercises, drills, classroom training, and video presentations. The AGS team will ensure that staff accommodate and participate in this training as directed by the COR.

The AGS team will coordinate with the COR for quarterly exercises. The Training Officer will ensure that all required employees participate in this interactive training, which may include fire drills and DCT training.

(b)(4)

C.14.8 Food Service Training

All food service personnel will completed the Government-provided initial (40) hour ACA training, and annual thirty-two (32) hour refresher training program.

C.14.8.1 CPR Training

Additionally, all food service personnel will be CPR certified with training in First Aid. A certified CPR and First Aid trainer will conduct the annual training in CPR and First Aid for food service personnel. Reference C.14.5

C.14.8.2 Additional Training

The AGS team will ensure that food service personnel attend any other training required by the Government. All employees will be trained in the safety procedures for the use of all equipment in the facility's food service department. Reference C.14.5

C.14.8.3 Food Service Training

All food service personnel will complete specialized food service training to include CPR, First Aid, and any other training as required by the government. For food service providers, this specialized training is in addition to all other required facility training.

- The food service manager will ensure that an effective training program is instituted and that all food service personnel participate.
- All food service personnel will be responsible for the supervision and training of detainee food service workers.
- This training and supervision shall include technical, safety and detainee responsibility. Methods of training will include verbal instruction, written instruction, demonstration, and formal lectures.
- (b)(4)

C.14.9 Detainees with Special Needs Training

The AGS team acknowledges that IHSC provides the operation of the thirty-bed Mental Health Transition Unit located within the Krome SPC. The AGS team will ensure that all contractor personnel complete, as a part of the Initial Training, an eight (8) hour course regarding nonviolent crisis intervention geared toward how to deal with these special needs detainees.

The Training Officer will ensure that all required employees participate in nonviolent crisis intervention training. Participation in the training will be documented in (b)(7)(E)

C.15 Firearms

- **Firearms and ammunition.** Officers at all armed posts will be equipped with company-owned firearms and ammunition while on duty. Personnel will successfully complete a basic training certification course that includes an annual re-certification process prior to being authorized to carry firearms on duty. The AGS team has a Florida certified “K” licensed firearms instructor who will certify each officer’s ability to carry the prescribed firearm in accordance with the contract requirements as outlined in the SOO. Personal Firearms shall not be used under this contract and this will be supported by policy and procedures.
- **Gunsmith Certification.** All firearms used under this contract will be certified, in writing, by a licensed gunsmith that they are safe and accurate. Firearm certifications will be provided to the COR upon request.
 - The AGS team will have a certified Firearms Inspector and Instructor, or a local licensed gunsmith, who will inspect all firearms and certify in writing that they are safe and accurate.
 - AGS is approved and licensed by The Bureau of Alcohol, Tobacco, Firearms, and Explosives (ATF) as a Federal Firearms License holder, and will have access to local licensed gunsmith’s that will, upon purchase of the firearms, inspect each firearm to ensure they are safe and accurate.
 - Firearms may be re-issued to new/replacement employees throughout the life of the contract, as long as the firearms are in serviceable condition. Firearms may be transferred between our operated facilities with written approval from appropriate Corporate Operations personnel prior to transfer.
- **Issued Firearms.** The AGS team will utilize (b)(7)(E) (b)(7)(E) ammunition that meets the recommendations of the firearm’s manufacturer. Personnel will be authorized to use only (b)(7)(E) duty ammunition for the (b)(7)(E). Only factory loaded ammunition will be utilized. Ammunition used for firearms trainings will be of the same quality of that recommended by the firearms manufacturer. The AGS team will coordinate the purchasing of weapons for this contract. Sufficient ammunition will be provided for each armed Officer. Each armed Officer will be equipped with (b)(7)(E) (b)(7)(E) Ammunition will be replaced on a yearly basis. Armed officers will carry firearms

with the safety on, and with a round in the chamber. This is covered during the initial training provided to Officers prior to being authorized to carry firearms on duty.

- **Firearms Safety.** All firearms will be inspected by a certified Firearms Inspector and Instructor, or by a local licensed gunsmith, on a quarterly basis. This inspection will be document and retained on file with copies to be provided to the COR upon request.
- **Firearms Training.** Armed Officers will receive training as required by the State of Florida and in accordance with the SOO. Staff will be required to show full competency in the following areas:
 - Quarterly Qualification
 - Safe Handling of Firearms including safe loading and unloading only in designated areas.
 - Maintenance of Firearm including cleaning of firearms in a safe manner and only in a designated area.
- **Cleaning Agents and Supplies.** The AGS team will maintain a safe cleaning area that will contain ample supplies of firearms upkeep and maintenance equipment, including solvents, cleaning agents, lubricating oil, rods, brushes, patches, and any other supplies identified by the gunsmith for the designated weapons in service on this contract.

•  (b)(7)(E)

- **Armed Posts.** Armed posts at the Krome SPC will include  (b)(7)(E)  Officers at these armed posts will be given the proper equipment and training to properly carry out their duties. Armed post Officers will arrive at Krome SPC, report for duty, and then be issued their firearm. The on-duty supervisor will have access to the distribution inventory and will require all armed post officers to sign their firearms in and out of service.
- **Daily Weapons Inventory.** An inventory will be conducted twice per shift to make sure all firearms are accounted for and returned. The on-coming and off-going supervisors will collaborate to inventory all weapons. The on-coming supervisor will submit the inventory report to the COR In the event weapons are missing from the inventory the AGS team will notify the COR and the local law enforcement agency immediately.
- **Licensure.** All firearms deployed will be licensed by the State of Florida prior to the service commencement date.
- **Identification of Authorized Firearms.** Provide a complete listing of licensed firearms by serial number and by safe location to the COR.
- **Location and Safeguards.** The location of all weapons and weapons safes will be documented and provided to the COR. This list will be posted within each firearm's safe, and will be provided to the COR prior during the first performance period under this contract and annually thereafter, if requested.

•  (b)(7)(E)

(b)(7)(E)

- **State Permits and Weapons Permits for Officers.** Obtain and maintain on-file the appropriate State permits and weapons permits for each Officer. Copies of permits will be provided to the COR at least three (3) working days prior to the anticipated assignment date of any Officer. The AGS team will ensure that armed Officers have permits and licenses in their possession at all times while in performance of this contract.
- **Training Certification.** Provide the COR with firearms training certifications for all armed Officers in accordance with the requirements of the State of Florida.
 - All personnel requiring authorization to carry firearms on duty *will successfully complete* a basic training certification course that includes an annual re-certification process. As required by the State of Florida, each officer who carries a firearm will obtain the Florida “D” and “G” license. While on duty, these officers will have their licenses and permits on their person at all times.
 - Officers participate in a firearms training course prior to being authorized to carry on duty. This training/qualification program is in compliance with requirements established by the State of Florida. For our officers to carry firearms and to be properly certified by the State of Florida they are required and will complete the course hours as mandated by the State. This documentation will be provided to the COR in an agreed upon format.

C.16

(b)(7)(E)

(b)(7)(E)

(b)(7)(E)

Ordering takes up to 30 and will be addressed during the transition period. Upon contract award, the AGS team Project Manager and the transition staff forward fitting forms from the manufacturer to each Detention Officer. These forms have directions for proper fitting. This will make certain that body armor is available on the contract start date.

The AGS team transport supervisors will inspect employee vests on a minimum of annually to ensure the vests are serviceable and properly fitted, however, protective vest are considered critical equipment and will be tracked in a manner that an alert is issued at least 6 months prior to the expiration and serviceability date of the armor. The AGS team will replace all vests every five years and prior to the expiration date of this equipment.

Any vest that becomes useable or unserviceable will be replaced regardless of expiration date. To ensure the proper care and safeguard of this critical equipment, officers will be instructed on the proper maintenance, handling and storage of their vests. Each vest will have its own individual carrier and will be stored in the officer’s locker at the end of each shift. Each officer will be held accountable for the proper management and handling of their vests to make certain they remain in safe and proper condition throughout the life cycle expected for this equipment.

During training and orientation, officers will be made aware of all health risks associated with the use of body armor. Officers wearing body armor in high-heat/humid posts will be given regular breaks for hydration per the CBA during their shifts. Additionally, water will be furnished or supplied to each post which requires officers to wear body armor.

C.17 Additional Equipment

In addition to firearms and body armor, the AGS team will provide the following equipment to each detention officer at the beginning of their shift:

- One pair of Smith & Wesson metal handcuffs with a holster
- One mini-mag or comparable size
- One operational flashlight with holster and additional batteries
- Inclement weather apparel appropriate for local conditions
- Protection equipment, including gloves, facemask, and ear and eye protection
- Additional hand restraints, leg restraints, and belly chains will be issued as needed.

At the beginning of each shift, Detention Officers are issued a fully charged batteries for radios located at each post. Officers will switch out batteries when relieving the prior shift's officer, who will return their battery to control for charging.

The AGS team will provide telephones and services, copy machines, fax machines, and computer equipment in the administrative office. The AGS team will verify that all phone, conduit, and data lines are installed and operating properly prior to contract start.

C.18 Contractor Administrative Requirements

C.18.1 Quality Control Plan

The AGS team has developed its Quality Control Plan (QCP) for the United States Department of Homeland Security (DHS), U.S. Immigration and Customs Enforcement (ICE) Detention Management, Transportation and Food Services for the Krome Service Processing Center (SPC) contract.

Our QCP includes fundamental elements of our quality program that incorporates principles of our corporate ISO 9001:2008 processes. Our Quality Control Plan is available in section 1.D. The AGS team will develop and maintain this detailed QCP which will be submitted to the COR 30 days of contract award.

C.18.1.1 COR Notifications.

Facility operations will be audited monthly. At least 48 hours advance notice will be provided to enable the COR to participate in such audits. Quality Control Inspection Reports will be prepared by approved Quality Control Monitors and remain on file for all inspections made during the entire term of the contract.

Thereafter, they will be maintained for 6 years and 3 months after the end date of the contract in accordance with the NARA General Schedule. All inspection reports, contractor personnel and detainee records will be available to the COR or designee upon request.

The QCP includes all critical operational standards, ensuring consistent compliance for the SOO requirements stated in this contract award. The QCP will provide a means to identify areas of deficiency, require immediate corrective action, and a plan for implementation. The QCP

will also identify the following areas:

- Identification and qualifications of the Quality Control Team assigned
- A description of the type, level, and frequency of inspections performed by Quality Control personnel.
- A description of the Contractor's employee reward/incentive program and discipline procedures to be employed when the Contractor's Quality Control Monitors or the Government notes superior or deficient performance.

C.18.1.2 Proposed Changes.

No changes or modifications will be made to the QCP unless reviewed and approved by the COR. As with any QCP, where improvements can be made in a manner that is beneficial to the overall monitoring of the contract, changes may be proposed but will not be implemented without the written authorization of the COR.

C.18.1.3 Quality Control Inspection Check Lists

Quality Control Inspection Check List will include as a minimum, checks of: equipment, uniform and appearance; attendance; sign in/out procedures; knowledge of and adherence to Duty Book requirements; knowledge of and adherence to screening equipment operating procedures; possession of certification and company identification card(s); possession of required licenses and permits; current firearms qualifications; and overall contract performance.

C.18.1.4 Ability to Self-Monitor

The QCP demonstrates the AGS team's process and procedures to self-monitor with regard to include: Inspections, Methodology, Emergency Plan, Environmental Health and Safety, Supervisory Plan, Communication Plan, Mobile communication plan, Food Service Emergency Plan, Emergency Transportation Plan, and Emergency Food Service Plan.

C.18.2 Policies and Procedures Manual

The AGS team Policy and Procedures manual will be submitted to the COR for review and approval under the terms of this contract. AGS policies and procedures will be developed and implemented in accordance with PBNDs 2011, ACA 4th Edition ALDF, and all relevant approved government policies and procedures.

The Policy and Procedure Manual will be provided to each employee during initial training and orientation. This manual will address:

- Organization.
- Recruiting Procedures.
- Opportunities for Equal Employment.
- Qualifying for jobs, job descriptions, responsibilities, salaries and fringe benefits.
- Screening employees for illegal drug use.
- Holiday, leave and work hours.
- Personnel records, employee evaluations, promotions, retirement.
- Training.
- Standards of conduct, disciplinary procedures, and grievance procedures.
- Resignation and termination.

- Employee and management relations.
- Treatment of Government-furnished Property
- Security, safety, health, welfare, and injury incidents

Every person assigned to this contract will receive a copy of the PPM on the first day of orientation to every employee at the Krome facility. All employees will certify in writing that they have received and reviewed this Manual. The AGS team will maintain a record of these certificates and make them readily available to COR upon request. No employee will begin work without signing this acknowledgement.

C.18.3 Emergency Action Plans

The emergency action plan developed by the AGS team will ensure a safe environment for detainees and employees by establishing contingency plans to quickly and effectively respond to emergency situations and to minimize their severity.

Prior to the end of the transition period, the AGS team will develop and provide to the COR for review and approval, Emergency Action Plans (EAP) addressing contingency plans for the continuation of all contract services in the event of an emergency. These Plans will conform to ICE and Krome policies as well as the PBNDS 2011 and ACA ALDF requirements. All plans will be submitted to the COR for approval prior to implementation. No changes or modifications will be made to the EAP until reviewed and approved by the COR.

Our Emergency Action Plan to address the Krome SPC critical components will include:

- Contingency plans to quickly and effectively respond to emergency situations to minimize their severity.
- An evacuation plan which is approved locally and updated annually.
- Plans to address natural disasters, such as hurricanes and wildfires,
- Plans to respond to civil disturbances.
- Procedures for handling special-needs detainees during an emergency or evacuation.

Staff will be trained annually in emergency preparedness and execution of all facility contingency plans. Events, staff responses, and command decisions during and immediately following emergency situations shall be recorded and documented.

All written materials provided to detainees shall generally be translated into Spanish, English, and Creole, as necessary. Provisions for written translation will be made for all other segments of the population with limited English proficiency. Oral interpretation or assistance will be provided to any detainee who speaks another language in which written material has not been translated or who is illiterate.

C.18.4 Sexual Abuse, Assault Prevention & Significant Self-Harm & Suicide Prevention Programs

The AGS team will develop and implement a comprehensive sexual abuse/significant self-harm/assault prevention and intervention program in accordance with the Prison Rape Elimination Act (PREA) 2011 PBNDS and ICE Policies which are currently 11062.1, Sexual Abuse and Assault Prevention and Intervention, 11045.1 Protocol on Reporting and Tracking of Assaults and Krome SPC policy KRO/13.2.11. This program will include training and/or information that is given separately to both staff and detainee (see section C.14, Training).

The written policy and procedures for the Sexual Abuse, Significant Self Harm or Assault Prevention and Intervention Programs will include:

- A zero-tolerance policy for all forms of sexual abuse or assault;
- Measures taken to prevent sexual abuse and/or sexual assault;
- The requirement that any allegation to staff of sexual assault or attempted sexual assault be reported immediately to a supervisor and to ERO.
- Measures taken for prompt and effective intervention to address the safety and treatment needs of detainee victims if an assault occurs;
- Data collection and reporting;
- Detecting and intervening in self-injurious behavior
- The requirements for coordination with the ICE Office of Professional Responsibility (OPR) for investigation or referral of incidents of sexual assault to another investigative agency, and discipline and prosecution of assailants (see "Appendix 2.11.C: Sexual Assault Awareness" in this standard

The Project Manager (PM) will ensure that, within 90 days of the effective date of this detention standard, written policy and procedures are in place and that the facility is in full compliance with its requirements and guidelines.

The policy and procedures will reflect the unique characteristics of the Krome facility, based on factors such as the availability of specialized community-based services, including rape crisis/trauma units in local medical centers, clinics and hospitals.

The local policy and procedures document the AGS team will develop for the Krome SPC will specify the following:

- Procedures for offering immediate protection, including prevention of retaliation, and medical and mental health referral, to any detainee who alleges that he or she has been sexually assaulted;
- Procedures for reporting an allegation or suspicion of sexual assault up the chain of command, including written documentation requirements to ensure each allegation or suspicion is properly reported and addressed;
- Local response procedures (including referral procedures to appropriate law enforcement agencies) when a sexual assault is alleged or suspected;
- Outside agencies in sexual abuse or assault prevention and intervention programs, if such resources are available;
- Designated staff (psychologists, deputy facility administrator, appropriate medical staff, etc.) to be responsible for staff training;
- Responsibilities of medical staff to report allegations or suspicions of sexual assault to facility staff for appropriate reporting and intervention;
- Procedures for ensuring the future safety needs of a victim will be protected;
- Guidelines for detection, intervention and referral for **self-injurious** behavior
- Designated staff member to be responsible for detainee education regarding issues pertaining to sexual assault; and
- Procedures for training and certifying medical staff in procedures for examining and treating victims of sexual assault.

C.18.4.1 Program Coordinator.

The designated Sexual Abuse, Significant Self Harm, and Assault Prevention and Intervention Program Coordinator will:

- Assist in the development of the written policies and procedures for the Sexual Abuse, Significant Self Harm, and Assault Prevention and Intervention Program. The Program Coordinator shall also be responsible for keeping them current.
- Assist with the development of initial and ongoing training protocols.
- Liaise with other agencies.
- Coordinate the gathering of statistics and reports on incidents of sexual abuse or assault, as detailed below in the section on Tracking Incidents of Sexual Abuse and Assault.
- Review facility practices to ensure the required levels of confidentiality are maintained.

The COR will review and approve the local policy and procedures designed to verify that they:

- Specify procedures for offering immediate protection, including prevention of retaliation and medical and mental health referrals, ongoing training protocols;
- Dictate the gathering of statistics and reports on incidents of sexual abuse or assault, as detailed in “L. Tracking Incidents of Sexual Abuse and/or Assault” in this standard;
- Establish a process to review the results of every investigation of sexual abuse and conduct an annual review of all investigations in compliance with the Privacy Act to assess and improve prevention and response efforts; and
- Establish a process to review facility practices to ensure required levels of confidentiality are maintained.

Our program contains a zero-tolerance of sexual abuse. All employees are trained to immediately report all allegations of sexual assault. Our program prescribes preventative measures to make certain no sexual assault occurs in the facility. If sexual assault does occur, our program prescribes prompt intervention techniques to address the safety and treatment needs of victims in accordance with 2011 PBDNS, ICE Directive on Sexual Abuse Assault Prevention and Intervention.

C.18.4.2 Training

Training for the Krome facility's Sexual Abuse, Significant Self Harm, or Assault Prevention and Intervention Program will be mandatory for all employees, volunteers and contract personnel, and will be included in the annual refresher training thereafter. The level and type of training for volunteers and contractors will be based on the services they provide and their level/frequency of contact with detainees; however, all volunteers and contractors who have any contact with detainees will be notified of the facility's zero-tolerance policy. The AGS team will obtain and store written documentation verifying employee, volunteer and contractor training.

- Training will include at a minimum:
- Definitions and examples of prohibited and illegal behavior;
- Agency prohibitions on retaliation against detainees and staff who report sexual abuse;
- Directives stating that sexual abuse or assault is never an acceptable consequence of detention;
- Recognition of situations where sexual abuse, or assault may occur;
- Recognition of the physical, behavioral, and emotional signs of sexual abuse or assault and ways to prevent such occurrences;

- Recognition of the physical, behavioral, and emotional signs of self-harm and ways to prevent such occurrences,
- The investigation process, including preservation of evidence;
- Prevention, recognition, and appropriate responses to allegations or suspicions of sexual assault involving detainees with mental or physical disabilities;
- Procedures for reporting knowledge or suspicion of sexual abuse, self-harm, or assault and make intervention referrals to the facility's program.
- Processes for referring allegations or suspicion of sexual assault.

C.18.4.3 Prison Rape Elimination Act (PREA) of 2003.

Our Sexual Assault and Suicide Prevention Program will comply with the Prison Rape Elimination Act (PREA) of 2003 as well as Section 2.11 of the 2011 PBNDS. PREA sets a zero-tolerance standard regarding rape and sexual assault in "any confinement facility of a Federal, state, or local government, whether administered by such government or by a private organization."

ICE/DRO expects all facilities to affirmatively act to prevent sexual abuse and assaults on ICE/DRO detainees, but also takes any allegations of sexual misconduct and assault against ICE/DRO detainees in any facility very seriously. Every allegation will be reviewed, and, where warranted, referred for criminal prosecution consistent with a zero-tolerance standard.

C.18.5 Chain of Command Required Reporting.

Krome facility will have a policy and procedure for required reporting through the chain-of-command from the reporting official to the highest facility official as well as the ICE Field Office Director. The AGS team will seek valuable expertise and support for the entire spectrum of crisis intervention, counseling, investigation, and prosecution of sexual abuse or assault victims.

C.18.6 Suicide Prevention Program.

The AGS team will develop a written suicide prevention and intervention program. That program will be reviewed and approved by the clinical medical authority (CMA), approved and signed by the health services administrator (HSA) and facility administrator, and reviewed annually. The program will include procedures to address suicidal detainees. Key components of this program will include the following:

- Staff training
- Identification
- Referrals
- Evaluations
- Treatment
- Housing
- Monitoring
- Communication
- Interventions
- Notifications and reporting
- Reviews

- Debriefing

C.18.7 ICE Operations Manual

The AGS team will maintain the ICE Operations Manual for the Krome facility in hard copy form as well as online for easy access to written policy, plans, and procedures for all employees. The manual is the official guide to the Office of Detention and Removal Operations (ORO). This manual contains critical information on work performed and is a virtual sourcebook for employees. The Operations Manual will also include policy and procedure for all off site locations such as MIA, Larkin, and On-call guard services.

C.18.7.1 Manual Currency.

The manual will be kept current and will reflect any changes in policy or procedures. The manual will be maintained and updated by the Training Officer and all material changes to the manual will be communicated to employees.

C.18.7.2 Manual Availability.

The ICE Operations Manual for the Krome Facility will be made available in hard copy form to all employees. Employees can also access the manual online at any time while in a duty status through a secure server using a protected username and password.

C.18.7.3 Employee Certification.

The AGS team will provide each employee with a copy of the manual which they will be required to read. All employees will certify in writing that they have read, understood, and agreed to comply with all policies, plans, and procedures within the manual. No employee will be permitted to begin work until they sign the acknowledgement.

C.18.7.4 Certification Maintenance.

Our Training Officer will maintain all hard copy record certification regarding employee acknowledgements on file; providing them to the COR upon request. All employees will be provided an ICE Operations Manual at initial training and orientation. All signed acknowledgements will be kept on file in the project manager's office. The project manager will be responsible for retrieving and furnishing any employee's signed acknowledgement upon the COR's request.

C.18.6 Meetings and Muster

The AGS team staff will be directed to arrive for a pre-shift muster at the Krome SPC or to attend any required ICE meeting as directed by the COR. These meetings are scheduled to generally occur up to 15 minutes prior to the beginning of the employee's shift.

Pre Shift Meetings	
Uniform inspection	All officers' uniforms will be inspected to make sure they look presentable and are compliant with ICE standards.
Shift instructions	All officers will be provided with their post assignments and specific instructions about post
Special ops instructions	If there are any special duties added to the daily pre shift instructions, the supervisor will communicate to the detention officers prior to deploying to their posts
Additional information	Any information needed to be distributed system wide will be communicated to the detention officers on that shift.

Pre-shift meetings are provided to ensure that all staff are operating under the same information and instructions and to communicate any issues regarding daily or ongoing operations, and/or any events that may affect the incoming shift employees.

C.18.7 Record Keeping

The AGS team will use a comprehensive system for keeping an inventory of all records made in the format specified in Standard Form 135, Records Transmittal and Receipt. All detainee records are maintained by intake and will be furnished upon request of the COR. All hard copy versions of records will be kept in a secure location in which only the PM has access. All records, whether hard copy or electronic, will be kept secure in the warehouse onsite. The AGS team will retain all records for 6 years and 3 months after final payment of contract so the government will be able to access them at any time as requested.

The AGS team will prepare required orders, instructions, and reports of accidents, security violations, fires, and bomb threats. At the request of the COR, the AGS team will prepare any special or other reports, or issue further orders and instruction as required in support of this contract. The COR will direct the distribution, format, and time elements for these reports.

The AGS team will furnish reports of all records made within our electronic SIR system described in section C.8.1 Disturbances and Serious Incidents. Reports will be maintained on file, concerning all activities in connection with duties and responsibilities for the services performed under this contract.

The AGS team will develop and maintain a detailed and comprehensive written inventory of records. That inventory will comply with all statutes, regulations, and guidelines from the National Archives and Records Administration (NARA) and ICE 2011 PBNDS and will be recorded on Standard Form (SF) 135, Records Transmittal, and Receipt. All records will be maintained in accordance with the NARA General Records Schedule 3, Procurement, Supply and Grant records (<http://www.archives.gov/about/records-schedule/>). The records will be retained for 6 years and 3 months after final payment in accordance with the NARA General Records Schedule. All records pertaining to this contract will be available to the COR as requested.

Inventory will describe the contents of a particular box of records and will include record type, date of records and shall be consistent with NARA inventory requirements. The SF-135 shall be itemized in sufficient detail to provide program officials with the information required for researching or retrieving retired records. Instructions for the level of detail required can be found on the back of the SF- 135. The AGS team will inventory the records to that level of detail. All personnel will be trained on the proper handling and maintenance of federal records and will be included in the AGS policies and procedures manual.

In addition to electronic files, hard copies of all records we be kept in a secure location where only the project manager will have access. Electronic and hard copies of all records will be kept and maintained for a minimum of six (6) years and three (3) months after the contract end date.

C.19 Model Quality Assurance Surveillance Plan

The Model Quality Assurance Surveillance Plan is described in detail in Section 1.D Quality Control Plan.

C.20 Partnering Philosophy

As a performance-based contract, AGS' success is directly tied with the immediate and long-term attainment of ERO's mission. As such, our team treats the base performance period as an opportunity to demonstrate our commitment to providing reliable, consistent mission support services, while simultaneously working to improve processes and policies to realize cost-savings and improve efficacy of services.

The AGS team provides a technology platform for sharing of all operational data with government stakeholders. This transparency will build trust and enable true collaboration and partnering to ensure ICE mission objectives are achieved.

AGS' main focus in partnering with the Government or any other entity is to foster open communication. Frequent and clear communication is critical for any partnership to achieve mutual objectives. AGS actively collaborates with the Government, other contractors and non-profit agencies to maintain communication using the following fundamental communication principles:

- **Simplicity.** Clear lines of communication, defining organizational and individual responsibilities commensurate with authority.
- **Responsiveness.** Communication policies and procedures to enhance our ability to provide quick turnaround support and rapidly adjust technical skill requirements as new challenges arise or as priorities change.
- **Control.** Accountability for delivery, quality, cost, and performance; effective subcontract management; continuity in personnel; and problem management.
- **Innovation.** Identification and application of emerging technologies and forward-thinking application of new, more effective communications approaches.

Our infrastructure is designed to provide *all* stakeholders with multiple channels to recommend changes for service improvement and/or cost reduction. Our program manager, assistant program manager, and supervisors will meet with the Government at regular intervals to address concerns. Members of ICE and other authorized Government officials will be able to speak to designated AGS team employee to discuss any topic of interest or concern as it relates to contract execution. In turn, our employees will work diligently to quickly satisfy the Government's needs by ensuring all Government requests are handled IAW established regulations, standards, and procedures; assigning knowledgeable personnel to address questions; and addressing any quality concerns IAW our QCP. For additional information, please see proposal section 1.D.5 "Communications Plan".

C.21 Applicable Regulations, Directives and Standards

The AGS team including its subcontractor will be licensed as qualified security service companies in accordance with all laws, statutes and regulations of the State of Florida. (b)(4)

(b)(4)

(b)(4) The AGS team will provide all services under this contract in accordance with the ICE 2011 PBNDS, OSHA standards, and all other relevant Federal, State and local regulations.

The AGS team will properly use the government provided physical space, materials, resources and equipment, medical care, and personnel to maintain optimal levels of compliance with applicable standards. All personnel and equipment will be treated with the same attention and respect as contractors and contractor-owned equipment.

The AGS team will provide the government access to the ICE-provided physical space, materials, resources and equipment, activities and medical care and personnel to conduct walkthrough inspections as needed to facilitate optimal levels of compliance with the standards.

The AGS team has designed its staffing and management programs to provide that compliance is provided at the optimal levels at every opportunity restricted only by available space and weather permitting.

The AGS team will abide by all applicable rules and regulations of governing detainees including:

- DHS/ICE Management Directives

- American Correctional Association (ACA) Standards
- DHS Sensitive Systems Policy Directive 4300A
- United States Department of Agriculture (USDA)
- Food and Drug Administration (FDA)
- All other regulations provided to the Contractor through the COR or the CO
- ICE Health Service Corps (IHSC)
- National Fire Protection Association
- 2011 Operations Manual ICE Performance-Based National Detention Standards (PBNDS) –

The AGS team will follow all standards listed above, except when they conflict with any ICE policies, standards, and procedures. In such cases, the ICE directive will predominate.

The AGS team will make the facility available for scheduled and unscheduled inspections and provide complete cooperation during requests, inspections, and investigations performed by the Government or other agencies acting on the Government's behalf.

D. Quality Control Plan

D.1 Definitions

The following are definitions of terms, abbreviations and acronyms used in this document.

Term	Definition
Acceptable Quality Level (AQL)	The minimum level of quality that will be accepted by ICE to meet the performance standard as measured by in-process inspections identified in the AGS <i>inspection level</i> /Performance Requirements Summary (PRS).
Audit	A review of operational activities to ensure compliance with documented processes and procedures.
Contracting Officer's Representative (COR)	The COR interacts with the Service Provider to inspect and accept services/work performed in accordance with the technical standards prescribed in the Agreement. The Contracting Officer issues a written memorandum that appoints the COR. Other individuals may be designated to assist in the inspection and quality assurance surveillance activities.
Functional Area	A logical grouping of performance standards.
Inspection	A contract specific procedure specifying how AGS measures a specific process. In addition to these <i>quantitative</i> process measures, we also solicit customer and employee <i>qualitative</i> inputs as methods of identifying potential improvements to processes. Inspection procedures are <i>documented</i> and inspection results are <i>recorded</i> per Quality Management System (QMS) standards.
ISO 9001:2008	An international standard and industry best practice developed by the International Organization for Standardization that specifies the elements of a performance-based Quality Management System (QMS).
Measures (or Metrics)	The process control standards that specify what and when we measure to determine compliance with contract requirements. These are developed by AGS for each contract and incorporated into the Quality Control Plan (QCP) via the inclusion of an <i>inspection level</i> /Performance Work Statement (PWS).
Performance Requirements Summary (PRS)	A condensed listing of tasks, standards, acceptable quality level, and relative value of the services required by the Performance Work Statement (PWS). AGS uses an <i>inspection level</i> /PRS, while ICE uses a <i>surveillance level</i> /PRS. The two documents map to each other via performance standards and Statement of Objective (SOO) sections.
Performance Work Statement (PWS)	A statement of work for performance-based acquisitions that describes the required results in clear, specific, and objective terms with measurable outcomes.
Process Controls	The techniques we apply to analyze inspection results and identify non-conformances to Acceptable Quality Levels (AQL).
Quality Assurance (QA)	The actions taken by the Government to assure requirements of the Performance Work Statement (PWS) are met.
Quality Assurance Surveillance Plan (QASP)	A document prepared and used by the Government to assure PWS requirements are met.
Quality Management System (QMS)	The systematic approach and set of procedures AGS uses for the control and continuous improvement of products and processes delivered to customers. AGS employs an ISO 9001:2008 compliant QMS.
Quality Control (QC)	The AGS inspection system, which covers all the services to be performed under the contract. Detailed procedures are developed for each inspection required to be performed by the AGS <i>inspection level</i> /PRS to determine if AGS performance meets expected Acceptable Quality Levels (AQL).
Quality Control Plan (QCP)	A document explaining (1) how the AGS Quality Management System is tailored for a specific contract, and (2) illustrating the methods used to review company performance to ensure conformance to specific contract requirements.

D.3 Introduction

Customer	United States Department of Homeland Security (DHS), U.S. Immigration and Customs Enforcement (ICE), Enforcement and Removal Operations (ERO).
Program Description	Detention Management, Transportation and Food Services for the Krome Service Processing Center (SPC) located in Miami, Florida.
Overarching Goal	Provide safe, secure and humane care and custody of detainees who are undergoing processing for deportation.

This Draft Quality Control Plan (QCP) is developed for the United States Department of Homeland Security (DHS), U.S. Immigration and Customs Enforcement (ICE), Enforcement and Removal Operations (ERO) for Detention Management, Transportation, and Food Services for the Krome Service Processing Center (SPC) contract. The primary goal of the Krome SPC is to provide safe, secure and humane care and custody of detainees who are undergoing processing for deportation. A Final copy will be provided 30 days after contract award. Changes to this QCP must be approved by the COR and modified into the contract.

As a means to attain this goal, AGS maintains a comprehensive Quality Control Plan to facilitate the monitoring and reporting of all contract performance requirements, including the contract Statement of Objectives (SOO) and Performance Work Statement (PWS), and detailed procedural requirements specified by the American Correctional Association (ACA) Standards for Adult Local Detention Facilities (ALDF), and the ICE 2011 Performance Based National Detention Standards (PBNDS). The QCP incorporates principles of our corporate ISO 9001:2008 compliant Quality Management System (QMS). The plan was developed to incorporate innovations for continuous improvements; to build and maintain a trusted partnership between AGS and ICE; and to detail our management responsibility to meet the terms of the contract.

At Krome SPC the AGS team is providing an integrated and ground-breaking approach for detention center management. (b)(4)

(b)(4)

(b)(4)

(b)(4) With regard to Quality, the AGS team (1) provides advanced metrics, including trending of program level outcomes as well as detailed process performance; (2) employs a Quality Team including the COR and COR designated ICE personnel; and (3) collects, analyzes and reports automated information system transactional level data on people and property in quality assessments and responses to legal and consular inquiries.

Figure D.3-1 Integrated Approach. *Our integrated approach - provides ICE ERO with break-through visibility into site status and operations.*

D.4 Quality Management System (QMS)

Our corporate ISO 9001:2008 compliant QMS requires the use of a systematic approach for the control and continuous improvement of products and processes delivered to our customers. We employ the well-known Deming Cycle, a process that iterates through four stages: Plan – Do – Check – Adjust (also known as the PDCA cycle). Figure D.4-1 demonstrates high-level aspects of this approach. As it applies to Krome, “Planning” includes the incorporation of objectives identified in the ACA ALDF and ICE 2011 PBNDS, the approaches we have identified in the PWS, and the measurements we have identified in the AGS inspection-level Performance Work Summary (PRS) that is an attachment to this QCP. “Doing”

means these plans will be implemented upon award and we will collect actual performance data as part of our routine work processes and report results as part of our project management processes.

“Checking” will be the comparison of actual performance against expected performance (the “Acceptable Quality Level,” or AQL) to determine non-conformances. “Adjusting” will involve analysis of the actual performance data to determine why the non-conformance exists, and development and implementation of a corrective action plan to bring performance back into conformance with ICE expectations. These are discussed further in subsequent

sections of this QCP. In addition to incorporation of these PWS and PRS specific procedures, our QMS also specifies several “system-level” procedures designed to guide the following functions:

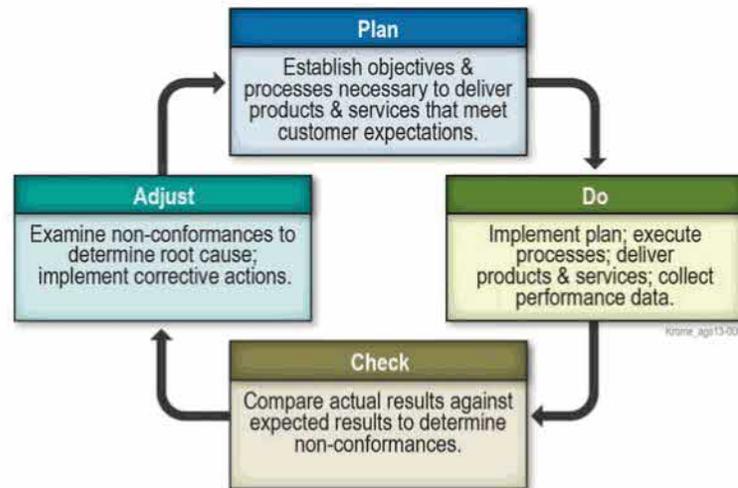


Figure D.4-1. The Deming Cycle. *The Deming Cycle guides our systematic approach to product and process control and improvement.*

- **Control of Documents.** A written procedure to control the approval and re-approval of procedures prior to issue as well as ensuring that the current revision status is displayed. Ensures that documents are legible and that the current versions are available at the point of use. Also ensures that obsolete documents are controlled and documents from external parties (such as customers) are incorporated.
- **Control of Records.** A procedure to control the identification, storage, protection, retrieval, retention and disposal of records.
- **Internal Audit.** A procedure to define a planned program of audits to ensure our processes meet both ISO 9001:2008 requirements and contract level requirements. Also covers reporting, follow up and records of these audits.
- **Control of Non-conforming Product and Service.** A procedure to ensure that non-conforming product is not used, non-conforming services are not accepted, and action is taken.
- **Corrective Action.** A written procedure to ensure that root causes of problems are identified and actions taken to correct them. Actions must be verified to ensure effectiveness.

- **Preventive Action.** A written procedure to identify potential problems and eliminate them before a problem occurs.

D.5 Contract Quality Control Methodology

This section describes how AGS will implement our QMS on the Krome Service Processing Center (SPC) contract. Our methodology includes four components:

- **Inspection.** The “Plan” and “Do” portions of the Deming cycle, we describe how we measure performance, what we measure and when we measure it. These plans are subject to negotiated change, and operational adherence to the plans is subject to internal and ICE audit.
- **Evaluation.** The “Check” portion of the Deming cycle, we describe how we compare actual performance versus expected performance to identify non-conformances.
- **Reporting.** While not part of the Deming cycle, it is critical on performance based efforts to share performance data with customers to collaboratively improve quality levels.
- **Improvement.** The “Adjust” portion of the Deming cycle, we discuss how we collaborate to determine the root causes of non-conformance and develop solutions to bring processes back into conformance.

In addition to these common corporate components, this QCP also addresses three other project unique components specified in the SOO, addressed in separate attachments, as noted below:

- Attachment B: Supervisory Plan
- Attachment C: Communications Plan
- Attachment D: Emergency Food Service Plan
- Attachment E: ACA Expected Practice Requirements

Figure D.5-1 below provides an overview of our performance-based Quality Control Methodology.

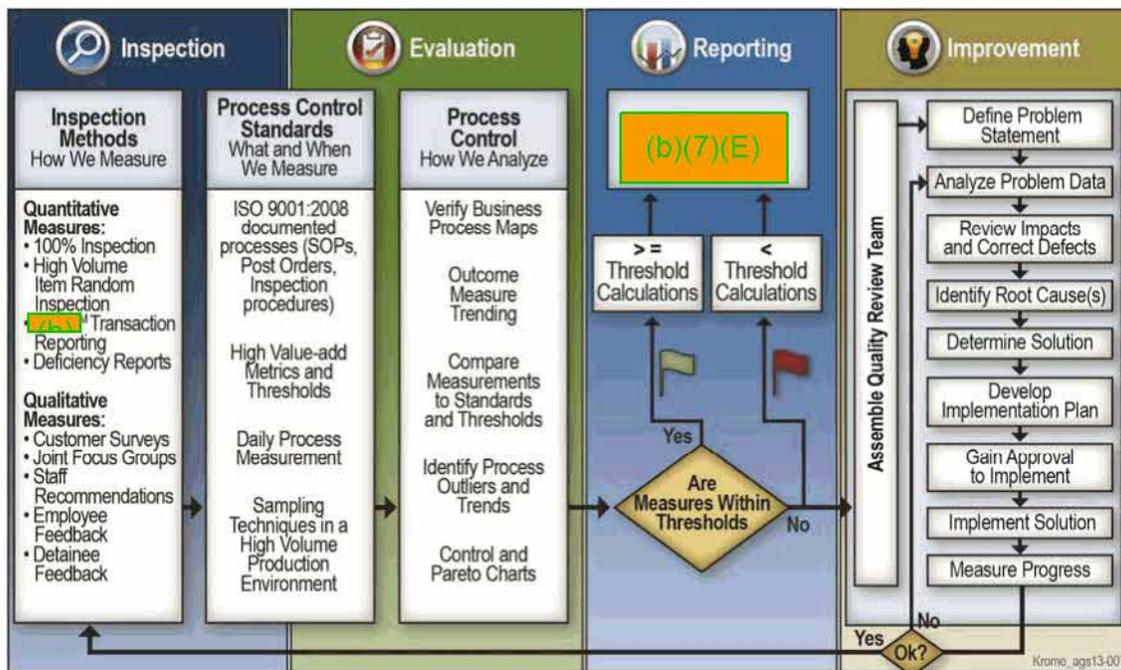


Figure D.5-1. Quality Control Methodology . We tailor our ISO 9001:2008 compliant QMS to provide a systematic approach for the control and continuous improvement of products and processes delivered at Krome SPC.

D.6 Inspection

D.6.1 Process Control Standards

The ISO-9001:2008 standard promotes the adoption of a process approach to develop, implement and improve the effectiveness of a QMS. By defining and standardizing processes for production and service provision and executing those processes under controlled conditions, the quality of the end product or service can be continually improved. As shown in **Figure D.5-1** above, Process Control Standards are fundamental to both the Inspection and Evaluation phases of our quality effort. Documentation is developed in accordance with our corporate QMS "Control of Documents" procedure that identifies every process required for contract service provision. For Krome these manifest in Standard Operating Procedures, Post Orders, and Inspection procedures. The intent is that for every process we specify how work is to be performed and how work is to be inspected. The AGS inspection-level Performance Requirements Summary (PRS) in Attachment A to this QCP summarizes the following process control standards for each process to be measured at Krome SPC:

- Performance standards
- Inspection methods
- Responsible staff member
- Frequency of measurement
- Acceptable Quality Level (AQL)
- Supporting tools and documentation

The AGS inspection-level PRS identifies 233 individual performance standards to be collected monthly across the nine functional areas identified in the RFP Attachment 4 ICE ERO QASP:

- Safety: 18 performance standards
- Security: 70 performance standards
- Order: 7 performance standards
- Care: 79 performance standards
- Activities: 1 performance standards
- Justice: 9 performance standards
- Admin/Mgt: 20 performance standards
- Workforce: 17 performance standards
- Discrimination: 2 performance standards

AGS will provide a complete set of Post orders for approval by the COR within 30 days after contract award. A complete set of Standard Operating Procedures (SOPs) including Inspection Procedures will be delivered no later than two months after award. The SOPs and Post Orders will be based on ACA and PBNDS standards tailored for Krome SPC and form the basis for staff training. Inspection procedures will identify what, why, when, how, where and who measures our work. The intent is to collect measurements as staff perform everyday duties. As a result, the use of annotated checklists, log books, and other types of routine documentation dominate our daily process measurement approaches. Where data volume is large, e.g. – three times daily (each shift) inspection of post log books, we may develop statistically valid sampling techniques to process the information. In general, our measurements include but are not limited to the following categories of information:

- Written policies and procedures to implement and assess operational requirements of the standard.

- Documentation and record keeping ensuring ongoing operational compliance with standards (e.g.; checklists, inventories, logbooks, register of receipts, reports, etc.)
- Staff training records.
- Contract Discrepancy Reports (CDRs).
- Investigative reports.
- Medical records.
- Records of investigative actions taken.
- Facility and Equipment inspections.
- System tests and evaluation.

D.6.2 Critical Operational Performance Metrics.

In addition to process-level metrics we have identified outcome measures for each functional area identified in the ICE surveillance level PRS (with the exception of activities). The purpose of these outcome measures is to track the status of high level program goals, using data collected for process level metrics. For example, ICE expects the awardee to transport detainees in a safe and secure manner. A measure of that program goal could be the number of vehicle accidents for the preceding year divided by the average detainee population over the same period. By trending these key measures we can detect adverse results, track the effectiveness of our procedures, focus our analysis efforts and adapt our procedures to be responsive to evolving internal and external environments. We believe this will be a critical type of analysis to perform in order to react to the impact that may be experienced as a result of changes in immigration policy over the ten year period of performance of this contract. A notional example of program-level goal trending is shown in Figure D.6-1 below, where an adverse vehicle accident trend would focus our analysis of transportation safety procedures with respect to detainee volumes.

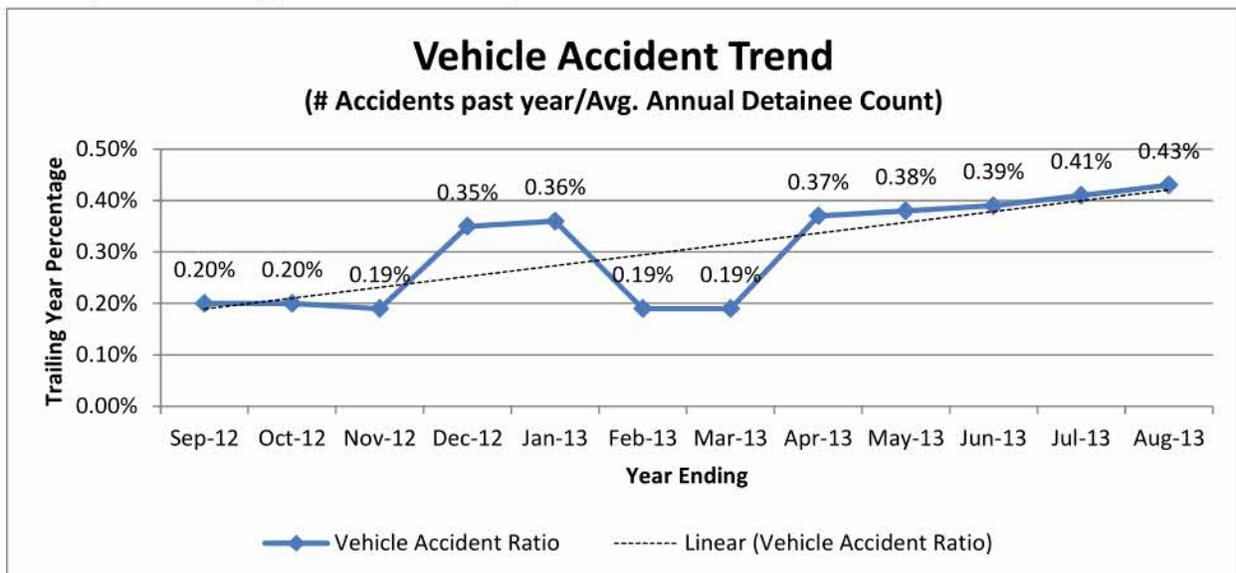


Figure D.6-1. Outcome Measure Trending (Notional). We help ERO attain program level outcomes by identifying adverse trends, determining their root cause, developing corrective action plans, and adjusting our procedures accordingly.

Our suggested Outcome Measures can be found in the AGS PRS in Attachment A to this QCP, under the column titled “Outcome Measures.” These will be included in the monthly deliverable, “Key Indicators Report.”

D.6.3 Inspection Methods.

We develop and perform in-process inspections on our SOPs and record non-conformances, which will be examined to determine root cause and corrective actions with the intention of eliminating any repeat of the cause of the non-conformance. We plan both quantitative and qualitative measures of performance. Quantitative measures include both 100% inspections and random inspections of detailed processes. With

(b)(7)(F) (b)(4) For example, the (b)(7)(E)

(b)(4);(b)(7)(E)

(b)(6);(b)(7)(C);(b)(4) Again, this capability shows our ability to evolve to meet unknown requirements over the next ten years. Another quantitative inspection technique results from adverse events. Contract Deficiency Reports may be generated by ERO to document these events that clearly fall outside contract requirements. In these instances our focus will be on quickly correcting the discrepancy (normally within 10 days) and then developing longer-term corrective actions to ensure no repeat.

D.6.4 Inspection-level PRS

For this contract, AGS will be responsible for the day-to-day operation of the facility and all the management and quality control actions required to meet the terms of the contract. AGS has developed a comprehensive program of inspections and monitoring actions to ensure services are delivered as required by the SOO (contract), ACA and PBNDS standards. This program is captured in the Attachment A, AGS Performance Requirements Summary (PRS), which provides an *inspection-level* overview of critical processes and the topics covered in this Inspection component of our methodology.

The proposed AGS inspection-level PRS will be negotiated prior to award of a contract to ensure it reflects the intent of both parties. Throughout the performance of the contract either party may introduce changes to the PRS that may be implemented after discussion and negotiation.

D.6.5 Qualitative Feedback Mechanisms

Our corporate QMS requires other techniques to ensure we are meeting customer requirements and improving our processes. As a result we also employ qualitative measures to supplement process-oriented inspections. Customer satisfaction surveys are the most common approach. We will periodically interview ERO staff to understand concerns, gut-level assessments of our performance, the things we are doing right and the things that could be improved. For particularly difficult problems, e.g. – pending policy changes that are expected to impact operations, we will form joint ERO-contractor focus groups to assess impacts. We also solicit staff recommendations for process improvement. We find that our staff typically can identify the most profound changes because they live with the processes every day. We implement a “Beneficial Suggestion” program which results in awards for good ideas. We also solicit more general employee feedback as well as detainee feedback to ensure we are responsive to all stakeholders.

D.6.6 Performing Audit

In addition to performing daily inspections and monthly surveillance on routine processes, we internally audit PWS compliance and adherence to the Krome QCP. We develop quarterly audit schedules that ensure each post is audited every year for PWS and QCP compliance. This ensures a detailed internal audit on the overall contract throughout each year of performance. We will publish the quarterly schedule one month before the quarter so the COR and his designees can participate as desired.

We conduct internal audits for ACA compliance monthly, focusing on 1 or 2 functional parts of the "Performance Based Standards for Adult Local Detention Facilities" each month, for those performance standards that are in our contract's scope of work. This schedule ensures all ACA standards are audited twice per year, providing ICE with a strong basis for annual certification statements confirming continued standards/expected practices at levels necessary for accreditation. During the transition period we review all 384 ACA expected practices with the COR to explicitly identify those standards that are in our contract scope, those that are not, and those that are joint responsibility. For joint responsibility standards we identify the data we provide that, when joined with ICE data, provides a complete review of each standard. To help guide those discussions, the Attachment E ACA Expected Practice Analysis provides our preliminary assessment of each standard as summarized below:

- 34 standards not applicable (N/A) to an ICE facility (requires ICE approval)
- 115 standards that are an ICE responsibility
- 217 standards that are an AGS team responsibility
- 19 standards that are a shared responsibility between ICE and the AGS team

All results of our ACA internal audits are shared with ICE, as well as any required corrective actions. Corrective actions are pursued through Quality Team processes described later in this plan. We publish the schedule for these audits on the quarterly basis described above. In addition to these internal audits we also support the three-year accreditation process as it occurs.

The QA Manager will lead the Quality Team in an audit of the QCP annually. The purpose of this review will be to validate QCP policies and procedures, identify areas needing update, and assign action officers to develop the updates and implementation plans. All changes to the QCP require COR approval prior to implementation.

In addition to these internal project audits, we will form an independent team of senior personnel from our parent company, Akima, LLC and corporate personnel from Akal to conduct an objective annual audit of the contracted effort. The focus of this audit is to ensure regulatory compliance, compliance with the Performance Work Statement and QCP, and compliance with the corporate QMS procedures identified in Section 2 of this QCP. This audit is an integral part of the quality control process. It provides corporate executives with objective evidence that the project team is performing as required, with minimal risk exposure to our companies. It also provides ICE leadership with additional assurance that the AGS team is adequately monitoring our own performance in all areas, with minimal risk exposure to the program.

Each type of audit will be performed in accordance with checklists that will be provided 30 days after contract award. We will also support ICE-sponsored independent audits.

D.6.7 Review of Detainee and/or Contractor Personnel Records

All detainee records will be maintained on site and AGS will provide ICE with access to that information upon request. Contractor personnel records maintained on site will be those require by RFP SOO paragraph 10.11 "Personnel Files," which are focused on maintaining workforce integrity.

D.7 Evaluation

At the end of each month we assemble the data that was captured as we performed our standard processes. We will calculate Outcome Measures and update their trend lines. This provides immediate feedback on problem areas, but at a high level. We then compare monthly actual process performance against our standards to determine where we didn't meet our expected performance levels.

D.7.1 Identification of Non-Conformances

As shown in **Figure D.5-1** above, process control standards are also a key part of the Evaluation component of our methodology. Standard processes have expected performance levels (AQLs) that should be met every time the process is performed correctly. As a result, every month we compare actual performance against the AQL standards to identify shortfalls. These shortfalls, or non-conformances, will be reported, tracked and investigated by the Quality Team. The identification of a non-conformance doesn't constitute an "egregious act" as defined in the RFP Attachment 4 ICE ERO Quality Assurance Surveillance Plan (QASP). Instead, it is a mechanism to flag potential issues for further investigation and improvement opportunities.

We analyze the circumstances surrounding the non-conformance and assemble problem data, including verified business process maps, staff qualifications, and inspection procedures. We identify the occurrences that caused us to miss the AQL. We log the non-conformance for tracking, reporting, and Quality Team review. For difficult or stubborn problems that warrant the extra time and expense, we may perform statistical analyses such as preparation and analysis of Pareto Charts and Control Charts.

D.7.2 Identification of Discrepancies

The Contracting Officer may take withholdings or deductions against monthly invoices for unsatisfactory performance documented through surveillance of the AGS team’s activities gained through site inspections, reviews of documentation (including monthly QCP reports), interviews and other feedback. ICE will issue Contract Discrepancy Reports (CDR) to document these situations. If the CDR carries a “Deficient” rating, it will be given priority handling and will be tracked separately from non-conformances. Deficiencies will be immediately addressed and ICE will be informed of the corrective actions taken, normally within 10 days. This may be addressed in a phased approach, e.g. – AGS may take immediate corrective action for the current situation, then initiate systematic enhancements to preclude reoccurrence. In such cases special notices may be distributed to the workforce to guard against repeat while the longer term corrective action plan is being executed.

D.8 Reporting

A monthly “Key Indicators Report” (RFP Deliverables Chart item #39) is prepared identifying Outcome Measures for each ICE QASP functional area including trends for the preceding 12 months. As noted in Figure D.5-1 (b)(4)

(b)(4)

(b)(4)

D.8.1 Monthly Performance Summary

This report summarizes actual monthly performance for each of the performance standards listed in the PRS using the format shown in Figure D.8-1 below.

Functional Area	Standard ID #	Performance Standard	AQL	Actual	Flag

Figure D.8-1. Monthly Performance Summary. *This report shows expected vs. actual performance for each performance standard.*

The “Functional Area” column indicates the ICE ERO functional area. The “Standard ID #” column displays a numerical designation for the performance standard. The “Performance Standard” column states the standard. The “AQL” column identifies the expected, or “Actual Quality level” for the performance standard. The “Actual” column displays the actual monthly performance level for the performance standard. The “Flag” column provides a red flag for standards that did not meet AQL thresholds.

D.8.2 Monthly Quality Control (Non-Conformance) Report

This report is used by the Quality Team to track and close each Non-conformance that resulted the previous month, using the format shown in Figure D.8-2 below.

Mo/Yr	Standard ID #	Date Reviewed	Action Officer	Root Cause	Solution	Date Approved	Date Closed

Figure D.8-2. Monthly Quality Control (Non-Conformance) Report. *This report tracks each non-conformance until it is closed.*

The “Mo/Yr” column indicates the month of the non-conformance. The “Standard ID #” column displays a numerical designation for the performance standard. The “Date Reviewed” column indicates the date the joint Quality Team reviewed the non-conformance. The “Action Officer” column indicates the lead person responsible for identifying the root cause of the non-conformance and the recommended solution. The “Root Cause” column expresses the Action Officer’s findings. The “Solution” column indicates the Action officer’s recommended corrective action plan. The “Date Approved” column indicates the date the Quality Team approved the recommended corrective action plan. The “Date Closed” column indicates the date the Quality Team was satisfied the corrective action was implemented. An ongoing database is maintained, allowing the Quality Team to sort and analyze to determine repetitive problems and the effectiveness of corrective action. For example, reports can be sorted or filtered to Standard ID # to review repeated problems against a particular standard, or by root cause to determine effectiveness of corrective actions.

D.8.3 Monthly Quality Assurance (Deficiency) Report

This report is used by the Quality Team to track and close each Contract Discrepancy Report that resulted the previous month, using the format shown in Figure D.8-3 below.

Report #	Notice Date	Problem Description	Response Date	Response (Cause, Solution, Preventive Measures)	Date Complete	Flag

Figure D.8-3. Monthly Quality Assurance (Deficiency) Report. *This report tracks each discrepancy until it is closed.*

The “Report #” column is an ICE assigned number on the CDR. The “Notice Date” column is the date ICE delivered the CDR to AGS. The “Problem Description” column is the CDR description of the discrepancy or problem. The “Response Date” column indicates the date ICE specified in the CDR for an AGS response. The “Response” column provides the solution parameters AGS provided in response to the CDR. The “Date Complete” column is the date the joint quality team agreed the problem was rectified. The “Flag” column provides a color coded flag corresponding to the ICE risk rating for the problem: (b)(7)(E) (b)(7)(E) Actions are prioritized by risk rating. An ongoing database of this information is maintained. When CDRs are received we marry them to our non-conformances to avoid redundancy, thus the some fields may refer to a Monthly Quality Control Report entry.

D.9 Improvement

Subsequent to report development and distribution the joint Quality Team addresses non-conformances and CDRs, prioritizing the latter by risk rating. As shown in Figure A.A, the Improvement Component of our methodology follows a 9-step process to identify the root cause of problems, develop corrective action plans, and measure the progress of the implementation. The 9-step process is intended to correct the immediate problem, measure effectiveness of corrective actions, and iterate to ensure continuous improvement.

D.9.1 Quality Team

The joint Quality Team described in Section 5 of this QCP is responsible for executing the 9-step Improvement process. The joint team typically breaks into separate functional groups to attack individual problems and then reports back to the fully assembled group. Minor problems will typically be handled

informally, by directing supervisors and operators how to correct the problem. Substantive problems must follow the 9-step process.

D.9.2 Problem Definition

The problem description process starts by gathering facts and understanding available data. For non-conformances much of this has already happened in the evaluation phase of the methodology, which is why CDRs are mapped to non-conformances whenever possible. Verified business maps may be used to discover where in the approved process errors have occurred. The problem statement identifies the gap between “what should be” and “what is” using operational definitions that the team agrees with.

D.9.3 Analyze Problem Data

The team may conduct cause and effect analysis, use checklists/logs, 5-Whys analysis and other techniques to understand the problem. For difficult or recurring problems the QA manager will likely have collected data to create Pareto charts, histograms, control charts and other statistical descriptions of the problem.

D.9.4 Review Impacts and Correct Defects

The team determines the impact of the instant non-conformance and corrects any defects that resulted. Interim actions may be taken to isolate the effects of the problem and prevent further damage until the root cause is identified and a permanent correction implemented.

D.9.5 Identify Root Cause(s)

The team brainstorms potential causes for the problem/non-conformance, selects the most likely potential causes and analyzes data to evaluate whether any of these are root causes.

D.9.6 Determine Solution

Solution alternatives are developed for each root cause and the possible results of each alternative are evaluated. Experiments may be conducted for difficult or recurring problems. A long-term solution is selected that is consistent with time and resource constraints.

D.9.7 Develop Implementation Plan

Criteria are developed to test the proposed solution and verify all problems are addressed at the root cause. The team then develops an implementation plan that:

- Defines the corrective actions to be taken
- Assigns “who” does “what” tasks
- Projects when the corrective action will be in place
- Identifies indicators to verify outcomes
- Specifies measurements of results
- Estimates cost, especially if internal investment or additional contract funding is needed
- Anticipates problems/failures and identifies contingency actions

D.9.8 Gain Approval to Implement

The Implementation Plan is presented to the joint Quality Team to where it may be approved, approved with changes, rejected, or tabled pending further action/clarification.

D.9.9 Implement Solution

Approved solutions are projects implemented in an orderly fashion. Attention is given to task dependencies including preparing revised SOPs for both operational and inspection activities, developing new Post Orders, and training personnel.

D.9.10 Measure Progress

The action officer verifies that the corrective action is effective, that new procedures preclude recurrence of the problem and that personnel are performing the new procedures. If successful continue with new procedures, otherwise continue with interim solutions and iterative from Step 2 (Analyze problem data) to obtain desired results.

D.10 Contract Quality Assurance

The role of the Government in quality assurance is to ensure performance standards are achieved and maintained. The RFP Attachment 4 ICE QASP is designed to provide an effective surveillance method to monitor AGS performance relative to the requirements listed in the contract. The QASP illustrates the systematic method the Government (or its designated representative) will use to evaluate the services AGS is required to furnish. It is based on the premise the Government will validate that AGS is complying with ICE ERO-mandated quality standards in operating and maintaining the Krome SPC. Performance standards address all facets of detainee handling, including safety, health, legal rights, facility and records management, etc. Good management by AGS and use of this QCP (when approved) will ensure that the facility is operating within acceptable quality levels.

The QASP also provides that withholdings or deductions to monthly invoices may be taken for unsatisfactory performance documented through surveillance of AGS activities gained through site inspections, reviews of documentation (including monthly QCP reports), interviews and other feedback. Withholding of funds occurs until noted deficiencies are corrected. There may be times when an event or a deficiency is so egregious that the Government deducts (vs. “withholds”) amounts from the AGS monthly invoice. Such deficiencies are documented through the use of a Contract Discrepancy Report that is risk rated as “deficient.” Withholds and Deductions that may be assessed are described in the RFP Attachment 4 ICE QASP, which provides a *surveillance-level* overview of the *inspection-level* performance standards proposed by AGS in the Attachment A PRS to this QCP. The AGS *inspection-level* PRS maps directly to the ICE ERO QASP *surveillance-level* PRS.

D.11 Quality Team Roles & Responsibilities

The joint Quality Team ensures the reliability of measurement data obtained by performing scheduled and unscheduled inspections and audits, as well as reviewing reports and customer survey results for any indications of quality issues. In addition to submitting required reports, findings of consequence will be reported directly to AGS and Akal Management and to the FOD. The Quality Team will monitor/measure the quality of mission performance against established thresholds, standards, and specifications detailed in the AGS inspection-level PRS and the ICE ERO QASP and will assist operating elements to identify areas of weakness and continuously improve performance. **Figure D.11-1** below identifies the roles and responsibilities of joint Quality Team members. Only Key Personnel are identified at this time.

Project Team Role	Quality Control and Quality Assurance Responsibilities	Assigned Resource
COR	Responsible for Surveillance	ICE assigned
COR Designees	ICE Subject matter Experts assigned to assist the COR.	ICE assigned
Project Manager	Responsible for all aspects of performance; Chairs the QA Team.	(b)(6); (b) AGS
Assistant Project Manager	Responsible for individual company reach back; ensure corrective actions are implemented.	(b)(6); (b) /AGS and (b)(6) (b)(6) /Akal
QA Manager	Executes the QCP; leads analysis of monthly data	(b)(6); (b) /AGS
Training Manager	Assists with QCP; leads training related corrective action; keeps training current with procedures.	(b)(6); (b) (7)(C) Akal
Health/Safety Officer	Assists with QCP; leads Safety and Medical Care related corrective action.	TBD
First Shift Captain	Senior Captain assists with QCP; leads all Detention related corrective action.	TBD
First Shift Supervisors	Senior supervisors for representative posts responsible for corrective action in their respective areas.	TBD
Food Service Manager	Assists with QCP; leads Food Service related corrective action.	TBD
Compliance Officer	Responsible for determining compliance with all contract regulatory and corporate requirements.	TBD
Quality Team Admin	Produces and published reports, keeps minutes.	TBD

Figure D.11-1. Quality Team. *Our Quality Team approach provides transparency and joint ownership of operational results.*

D.12 Quality Training

Quality Team members will receive training prior to assuming inspection responsibilities and will receive refresher training annually, or as additional training is required. Training includes familiarization with the quality program and associated responsibilities; the principles and methods of performing Quality Inspection; quality requirements in areas of responsibility; determining the level of quality through inspection; and working with managers, supervisors, and line employees.

D.13 Appendices

Attachment A: AGS Performance Requirements Summary (QC Inspection Level)

Functional Area	Outcome Measures	PBND/ACA Standards	Performance Standard	Inspection Method	Responsibility & Frequency	Acceptable Q Level (AQ)
Safety	<ul style="list-style-type: none"> Emerg./Avg Pop. Avg suspended Op. hours/Emerg. 	1.1 Emergency Plans	<ul style="list-style-type: none"> Fire and emergency plans exist and are exercised ICE emergency plans and procedures are current & accessible at each post. 	<ul style="list-style-type: none"> Administrative document review, physical observation Administrative document review, physical observation 	<ul style="list-style-type: none"> QA Manager – monthly QA Manager – monthly 	<ul style="list-style-type: none"> 100% 100%
	<ul style="list-style-type: none"> Workers comp. claims/Avg. FTE Environ caused illness/Avg. Pop. 	1.2 Environmental Health and Safety	<ul style="list-style-type: none"> Chemicals are properly controlled. Facility is clean and vermin/pest free. Waste disposal system is maintained. Fire and emergency exits are unimpeded. 	<ul style="list-style-type: none"> Log review; visual inspection for protective equipment and proper use Visual inspection Visual inspection Visual inspection 	<ul style="list-style-type: none"> Supv DO – daily Supv DO – daily Supv DO – daily Supv DO – daily 	<ul style="list-style-type: none"> 100% 95% 100% 100%
	<ul style="list-style-type: none"> # Veh. Accidents (property)/Avg Pop. # Veh. Accidents (injury)/Avg Pop \$ Damage Veh. Accidents/Avg Pop 	1.3 Transportation (by Land)	<ul style="list-style-type: none"> Vehicles are inspected on a daily basis to ensure they remain in good condition. Any problems observed are reported to the PM or APM immediately. Detainee paperwork is confirmed, complete, and transferred properly at beginning and end of transport. All PBND safety and security procedures are followed carefully by Transportation Officers. Transportation Officers are current with firearms re-qualifications and carry their State of Florida commission permitting them to carry the firearm. Vehicle inspections, licensing and registration in compliance with all federal and state laws. Detainee documents provided during transport are only delivered to authorized recipients. Transportation Officers maintain the required licensing for commercial drivers. Transportation is accomplished in the most economical manner Drivers comply with rest and driving hour standards At least one officer is same gender as detainee on all transports Detainees transported to hospitals are kept under constant supervision until ordered by the COR Vehicles are appropriately equipped and meet contract requirements 	<ul style="list-style-type: none"> Visual inspection Document review Administrative document review Review firearms qualification report; Visual inspection Administrative document review Administrative document review Administrative document review Administrative document review Administrative document review, Transportation DO interviews Visual inspection 	<ul style="list-style-type: none"> Supv DO – daily Supv DO – daily Supv DO – monthly QA Manager – monthly QA Manager – monthly QA Manager – monthly QA Manager – monthly QA Manager – monthly QA Manager – monthly QA Manager – monthly 	<ul style="list-style-type: none"> 100% 100% 100% 100% 100% 100% 100% 100% 100% 100%
Security		2.1 Admission and Release	<ul style="list-style-type: none"> Detainee manifest furnished to COR daily Each detainee shall be screened to ensure facility safety, security and good order. Each detainee's personal property and valuables shall be checked for contraband, inventoried, receipted and stored. Each detainee's identification documents shall be provided to ICE/ERO and, as appropriate a copy placed in the detention file. Medical and mental health screening shall be conducted Each detainee shall be given an opportunity to shower and shall be issued clean clothing, bedding, towels, and personal hygiene items. Each newly admitted detainee shall be kept separated from the general population until health, housing and custody classification is completed but not longer than 12 hours. Each newly admitted detainee shall be oriented to the facility through written material on facility policies, rules, prohibited acts and procedures No out processing begins without Form I-203 	<ul style="list-style-type: none"> Administrative document review Administrative document review, observation Administrative document review, observation Administrative document review, observation Administrative document review, observation Administrative document review, observation Administrative document review, observation Administrative document review Administrative document review 	<ul style="list-style-type: none"> QA Manager – monthly Supv DO – daily Supv DO – daily Supv DO – daily Supv DO – daily Supv DO – daily Supv DO – daily Supv DO – daily Supv DO – daily Supv DO – daily 	<ul style="list-style-type: none"> 95% 100% 100% 100% 100% 100% 100% 100% 100% 100%

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Functional Area	Outcome Measures	PBND/ACA Standards	Performance Standard	Inspection Method	Responsibility & Frequency	Acceptable Q Level (AQ)
			<ul style="list-style-type: none"> • Detainee returns all facility issued gear before release • Detainee returns ID card, handbook and locker key/dorm card before release • Detainee medical records, meds are pulled • Detainees identity always verified before release • G-589 property receipts are used to process personal property and I-77 and I-387 are signed to claim property or loss • Detainee is permitted to change clothes • Detainee is released IAW ICE and local standards 	<ul style="list-style-type: none"> • Administrative document review • Administrative document review • Administrative document review • Administrative document review • Administrative document review • Administrative document review 	<ul style="list-style-type: none"> • Supv DO – daily • Supv DO – daily • Supv DO – daily • Supv DO – daily • Supv DO – daily • Supv DO – daily 	<ul style="list-style-type: none"> • 100% • 100% • 100% • 100% • 100% • 100%
		2.2 Custody Classification System	<ul style="list-style-type: none"> • A formal classification process exists for managing and separating detainees by threat risk and special vulnerabilities or special management concerns. • Each detainee is expeditiously classified upon admission to the facility and before being admitted into general housing. • Detainees are housed with persons of similar backgrounds and criminal history. • Detainees are able to appeal their classification. 	<ul style="list-style-type: none"> • Administrative document review • Administrative document review • Administrative document review • Administrative document review, DO interviews 	<ul style="list-style-type: none"> • Supv DO – daily • Supv DO – daily • Supv DO – daily • Supv DO – daily 	<ul style="list-style-type: none"> • 100% • 100% • 100% • 100%
	<ul style="list-style-type: none"> • # Contraband incidents/Avg Pop. • # Contraband incidents/admissions 	2.3 Contraband	<ul style="list-style-type: none"> • Searches for contraband are properly conducted at least daily, any contraband found confiscated and logged, turned over to the ICE Supervisor on duty, properly logged, and a report forwarded to the COR with 24 hour of discovery. • Contraband reports forwarded to COR within 24 hours. • Detainees shall be protected from harm by illiterate, assigning detainees housing with persons of similar backgrounds and criminal III. Standards Affected history. 	<ul style="list-style-type: none"> • Visual inspection • Administrative document review 	<ul style="list-style-type: none"> • Supv DO – daily • QA Manager - monthly 	<ul style="list-style-type: none"> • 100% • 95%
	<ul style="list-style-type: none"> • # Incidents/Avg Pop. • # Incidents /admissions • # Injuries/Avg Pop. • # Injuries/admissions • # Unauthorized accesses/Avg Pop. 	2.4 Facility Security and Control	<ul style="list-style-type: none"> • Log books are properly maintained for each shift and the appropriate information is documented. • Incidents are appropriately responded to and reported. Medical provider and ICE Supervisor on duty are notified if any detainee requires immediate medical attention. A follow-up written report is submitted to the COR within 24 hours of the occurrence. • Daily inspections of all security aspects of the ICE site are conducted, any problems are appropriately documented and reported, and the written documentation of these inspections is submitted to the COR by the end of each shift. • All detainee movement is escorted. Positive control of detainees maintained. • Detainee housing areas are checked daily to ensure they meet safety, security and sanitation requirements. • All locks, windows, walls, floors, covers, access panels and doors are checked daily for operational wear and detainee tampering. Defective equipment is immediately reported to COR or ICE designee. • Inspection problems are documented and reported to the COR at the end of each shift. A list of open problems is maintained. • The COR and ICE Supervisor are immediately notified of serious incidents and a written report is provided by the end of the shift. • Access to SPC is controlled and those attempting unauthorized access are detected and detained. • Listing of firearms is current and a licensed gunsmith has certified, in writing, all firearms as safe and accurate. 	<ul style="list-style-type: none"> • Log review • Log review, observation, interviews • Visual inspection • Visual inspection • Visual inspection • Visual inspection • Administrative document review • Administrative document review • Administrative document review, Detention Officer interviews • Administrative document review 	<ul style="list-style-type: none"> • Supv DO – daily • Supv DO – daily • Supv DO – daily • Supv DO – daily • Supv DO – daily • Supv DO – daily • QA Manager - weekly • QA Manager - monthly • QA Manager - monthly • QA Manager – monthly • QA Manager – monthly 	<ul style="list-style-type: none"> • 100% • 100% • 100% • 100% • 100% • 100% • 95% • 100% • 100% • 100% • 100%

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			<ul style="list-style-type: none"> Firearms and ammunition are accounted for daily. Employees make accurate receipt and return entries on a Firearms and Equipment Control Register. BY remains locked at all times, except when issuing and returning weapons and ammunition. Ammunition is replaced annually Firearms and ammunition are properly handled, stored, maintained, and cleaned in accordance with ICE requirements. Disturbance Control Team is established and maintained in accordance with ICE national detention standards and policies and ACA Standards. 	<ul style="list-style-type: none"> Administrative document review Administrative document review, armorer interview, physical inspection Administrative document review, armorer interview, physical inspection Administrative document review, detention officer interviews 	<ul style="list-style-type: none"> QA Manager – annually QA Manager – monthly QA Manager – monthly QA Manager – monthly 	<ul style="list-style-type: none"> 100% 100% 100% 100%
		2.5 Funds and Personal Property	<ul style="list-style-type: none"> Log of lost and found articles is maintained Detainee funds, valuables, and personal property are properly controlled. Detainee funds, valuables and personal property are regularly inventoried. 	<ul style="list-style-type: none"> Log review Log review Administrative document review 	<ul style="list-style-type: none"> Supv DO – daily Supv DO – daily QA Manager - monthly 	<ul style="list-style-type: none"> 100% 100% 100%
		2.6 Hold Rooms in Detention Facilities	<ul style="list-style-type: none"> The safety, security and comfort of detainees temporarily confined in hold rooms is ensured No detainee is confined in a hold room for more than 12 hours Detainees awaiting medical shall be seen within two hours 	<ul style="list-style-type: none"> Observation, DO interviews, Logbooks, Incident reports Administrative document review Administrative document review 	<ul style="list-style-type: none"> Supv DO – daily Supv DO – daily Supv DO – daily 	<ul style="list-style-type: none"> 100% 100% 100%
	# Key control incidents/Avg Pop.	2.7 Key and Lock Control	<ul style="list-style-type: none"> All staff shall be trained in the proper care and handling of keys and locks. Keys shall be accounted for and controlled. Locks and locking devices shall be continually inspected, maintained, inventoried 	<ul style="list-style-type: none"> Administrative document review Administrative document review Administrative document review Administrative document review 	<ul style="list-style-type: none"> Supv DO – daily Supv DO – daily Supv DO – daily 	<ul style="list-style-type: none"> 100% 100% 100%
		2.8 Population Counts	<ul style="list-style-type: none"> Detainee counts follow proper procedures and are conducted at least once per shift Count documentation 	<ul style="list-style-type: none"> Count slip review Administrative document review 	<ul style="list-style-type: none"> Control Officer – daily QA Manager - monthly 	<ul style="list-style-type: none"> 100% 100%
		2.9 Post Orders	<ul style="list-style-type: none"> Current Post Orders are maintained for employee review Detention Officers understand and perform duties as reflected in the post orders Detention Officer acknowledgements are current Post Orders are reviewed by PM 	<ul style="list-style-type: none"> Post orders review Signed and dated acknowledgements; activity monitoring Administrative document review Management review of documentation 	<ul style="list-style-type: none"> Supv DO – daily Supv DO – daily QA Manager – monthly QA Manager - monthly 	<ul style="list-style-type: none"> 100% 100% 95% 100%
		2.10 Searches of Detainees	<ul style="list-style-type: none"> Post is manned by appropriate personnel (same gender Detention Officer as detainee). 	<ul style="list-style-type: none"> Personnel inspection 	<ul style="list-style-type: none"> Supv DO - daily 	<ul style="list-style-type: none"> 100%
	# Sexual abuse incidents/Avg Pop # Sexual abuse incidents/admissions	2.11 Sexual Abuse and Assault Prevention and Intervention	<ul style="list-style-type: none"> The facility has a zero tolerance standard for sexual abuse or assault Detainees and staff are informed about the Sexual Abuse and Assault prevention and Intervention Program and the zero tolerance policy. Staff are trained to work with vulnerable populations Staff suspected of sexual abuse or assault are removed from duties pending an investigation Allegations of sexual abuse or assault are to be immediately reported to ICE 	<ul style="list-style-type: none"> Administrative document review, observation Administrative document review, observation Administrative document review, observation Administrative document review, observation Administrative document review, observation 	<ul style="list-style-type: none"> QA Manager – monthly QA Manager – monthly QA Manager – monthly QA Manager – monthly QA Manager - monthly 	<ul style="list-style-type: none"> 100% 100% 100% 100% 100%
		2.12 Special Management Units	<ul style="list-style-type: none"> Detainees found guilty by a disciplinary hearing panel of a prohibited act or rules violation classified at or above high-moderate are to be placed in disciplinary segregation in the SMU. Detainees who represent an immediate, significant threat to safety or those requiring protective custody are placed in administrative 	<ul style="list-style-type: none"> Administrative document review, DO interviews Administrative document review, DO interviews 	<ul style="list-style-type: none"> QA Manager – monthly QA Manager – monthly 	<ul style="list-style-type: none"> 100% 100%

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			<ul style="list-style-type: none"> segregation in the SMU. Detainees in the SMU have access to Care and Activities. 	<ul style="list-style-type: none"> Administrative document review, DO interviews 	<ul style="list-style-type: none"> QA Manager - monthly 	<ul style="list-style-type: none"> 100%
		2.13 Staff-Detainee Communication	<ul style="list-style-type: none"> Managerial and supervisory staff directly observe facility operations and conditions of confinement Detainees have frequent informal contact with supervisors and management staff Detainees can submit written questions, requests and grievances 	<ul style="list-style-type: none"> Administrative document review, Visual observation Administrative document review, Visual observation Administrative document review, COR interview 	<ul style="list-style-type: none"> QA Manager - monthly QA Manager - monthly QA Manager - monthly 	<ul style="list-style-type: none"> 100% 100% 100%
	<ul style="list-style-type: none"> # Tool control incidents/Avg Pop. 	2.14 Tool Control	<ul style="list-style-type: none"> Tools, maintenance implements, and equipment and supplies are continually controlled and accounted for to ensure safe and orderly operation of the facility. NOTE - separate standards in place for Medical and Food Service. 	<ul style="list-style-type: none"> Visual Inspection, Administrative document review Tool logs 	<ul style="list-style-type: none"> Supv DO - daily QA Manager - monthly 	<ul style="list-style-type: none"> 100% 100%
	<ul style="list-style-type: none"> # use of force incidents/Avg Pop. # use of force incidents /admissions # inappropriate use of force/# use of force 	2.15 Use of Force and Restraints	<ul style="list-style-type: none"> Physical force is only used when both necessary and reasonable Physical force is used only to the minimum extent necessary to restore order, protect safety and provide security In the event of the use of physical force, proper reports are prepared and submitted, including telephonic notification to the FOD. Weapons and related equipment are stored securely in designated areas to which only authorized persons have access. A written record of routine and emergency distribution of security equipment shall be maintained. (b)(7)(E) and related security equipment shall be inventoried at least once per month to determine their condition and expiration dates. 	<ul style="list-style-type: none"> Administrative document review, Use of force report Administrative document review, Use of force report Administrative document review Administrative document review Administrative document review Administrative document review 	<ul style="list-style-type: none"> Supv DO - daily Supv DO - daily Supv DO - daily Supv DO - daily Supv DO - daily Supv DO - at least monthly 	<ul style="list-style-type: none"> 100% 100% 100% 100% 100% 100%
Order	<ul style="list-style-type: none"> # rule violations/Avg Pop # assaults /Avg Pop 	3.1 Disciplinary System	<ul style="list-style-type: none"> Detainees are informed of facility rules and regulations, prohibited acts, disciplinary sanctions, their rights in the disciplinary system and the procedure for appealing disciplinary findings. A system of graduated severity scales of prohibited acts and disciplinary consequences is in place Minor transgression are resolved informally whenever possible Prohibited acts are documented in clear, concise Incident Reports and investigated by a supervisor Serious incidents that may constitute criminal acts are referred to the appropriate investigative agency Appropriate disciplinary panels review and adjudicate Incident Reports Detainees are allowed to appeal disciplinary decisions through a formal grievance system without repercussion from staff. 	<ul style="list-style-type: none"> Visual inspection, periodic observation of detainee orientation Administrative document review, observation, DO interviews Observation, DO interviews Administrative document review Administrative document review Administrative document review, COR interview 	<ul style="list-style-type: none"> QA Manager - monthly QA Manager - monthly Supv DO - daily QA Manager - monthly QA Manager - monthly QA Manager - monthly 	<ul style="list-style-type: none"> 100% 100% 100% 100% 100% 100%
Care	<ul style="list-style-type: none"> # Culinary control incidents/Avg Pop. # Food illnesses/Avg Pop. # Food grievances upheld /Avg Pop. # Food sanitation violations/rolling year 	4.1 Food Service	<ul style="list-style-type: none"> All 35-day menus are certified by a dietician Planned menus are substantially followed Three meals a day, including at least two hot meals, are served at regular times during each 24-hour period. Menus are 2800 plus calories for an adult male There are no more than 14 hours between the evening meal and breakfast. Foods are obtained from the storeroom for each meal. Food preparation guidelines are followed. Food items are progressively prepared to ensure optimum freshness, flavor, color, texture and nutritional value. 	<ul style="list-style-type: none"> Administrative document review Visual Inspection Visual Inspection 35-day menu compliance Visual Inspection Visual Inspection Visual Inspection Visual Inspection 	<ul style="list-style-type: none"> FSM - annually Cook Supv - daily Cook Supv - daily Cook Supv - daily Cook Supv - daily Cook Supv - daily 	<ul style="list-style-type: none"> 100% 100% 100% 100% 98% 100% 100% 100%

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			<ul style="list-style-type: none"> and secured is followed. Can lids are disposed of in a safe and secure manner in accordance with the direction of the FOD or designee. Tools, maintenance implements, culinary utensils and equipment and supplies are continually controlled and accounted for at every meal. In the case of lost tools, utensils, etc., the Supervisory Immigration Enforcement Agent on duty is immediately notified, a search is conducted, and a written report of loss is provided. Menus planned using 35-day standard menu cycle Common Fare menus follow 14-day cycle All delivered food items are received and accounted for. All food items received are visually inspected for deterioration or damage. Temperatures on all refrigerated and frozen foods are physically checked. All food items that appear damaged or not delivered at the proper temperature are rejected by receiving personnel. Date of receipt is placed on packaging First In First Out (FIFO) process is utilized to store items in the stockroom. Stored shelf goods are maintained at 45 degrees to 80 degrees Fahrenheit, refrigerated foods at 35 degrees to 40 degrees Fahrenheit, and frozen foods at 0 degrees Fahrenheit or below, unless Federal or state health codes specify otherwise. Representative assigned to pick up satellite service meals signs for meals Air flight meals are prepared in accordance with direction from the COR or designee 	<ul style="list-style-type: none"> Visual Inspection Visual Inspection Visual Inspection Visual Inspection Visual Inspection Visual Inspection Visual Inspection Visual Inspection Visual Inspection Visual Inspection Visual Inspection Visual Inspection Visual Inspection Signed receipt Visual Inspection 	<ul style="list-style-type: none"> Cook Supv - daily Cook Supv - daily Cook Supv - daily FSM - monthly FSM - weekly FSC - weekly FSC - weekly FSC - weekly FSC - weekly FSC - weekly FSC - weekly FSC - weekly Cook Supv - daily Cook Supv - daily 	<ul style="list-style-type: none"> 100% 100% 100% 95% 95% 100% 100% 100% 100% 100% 100% 100% 100% 100%
		4.2 Hunger Strikes	<ul style="list-style-type: none"> Detainees who do not eat for 72 hours are referred to the medical department and the FOD is immediately notified 	<ul style="list-style-type: none"> Detainee observation, DO interviews 	<ul style="list-style-type: none"> Supv DO - daily 	<ul style="list-style-type: none"> 100%
	<ul style="list-style-type: none"> # Medical & sharps control incidents/Avg Pop. 	4.3 Medical Care	<ul style="list-style-type: none"> First aid kits are available and maintained throughout the facility If a detainee requires immediate medical attention, the Detention Officer immediately notifies his or her supervisor via radio or telephone. The Supervisor Detention Officer, in turn, notifies the medical provider and the ICE Supervisor on duty. Detainees are properly coordinated and escorted to the medical clinic for sick call, appointments, and pill line. A minimum of one sick call is conducted daily All written policies and procedures for addressing health needs of detainees are complied with. Detainees are provided written instructions for gaining access to health services. Detainees with suspected communicable or debilitating physical problems are separated from the detainee population. Detainees' written health complaints are solicited and delivered unopened to IHSC Tools, maintenance implements, medical and dental instruments, and equipment and supplies (particularly syringes, needles and other sharps) are continually controlled and accounted for to ensure safe and orderly operation of the facility. 	<ul style="list-style-type: none"> Visual inspection Administrative document review, detention officer interviews Administrative document review, detention officer interviews Administrative document review, detention officer interviews Administrative document review, detention officer interviews Administrative document review, detention officer interviews Administrative document review Administrative document review, detention officer interviews 	<ul style="list-style-type: none"> Supv DO - daily Supv DO - daily QA Manager - monthly QA Manager - monthly QA Manager - monthly QA Manager - monthly QA Manager - monthly QA Manager - monthly Supv DO - daily 	<ul style="list-style-type: none"> 100% 100% 100% 100% 100% 100% 100% 100% 100%

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	• Not Applicable	4.4 Medical Care (Women)	• Not Applicable at Krome SPC	<ul style="list-style-type: none"> Administrative document review, detention officer interviews Visual Inspection 	• Not Applicable at Krome SPC	• Not Applicable at Krome SPC
	<ul style="list-style-type: none"> # Hygiene grievances upheld /Avg Pop # Hygiene illnesses /Avg Pop # Hygiene conditions /Avg Pop 	4.5 Personal Hygiene	<ul style="list-style-type: none"> Suitable clean linens are in use Appropriate clean blankets are in use Suitable and presentable clean clothing is in use Detainees afforded daily exchange of socks and undergarments Detainees afforded at least twice weekly exchange of outer garments Detainees afforded at least weekly exchange of sheets, towels, and pillowcases 	<ul style="list-style-type: none"> Visual inspection Visual inspection Visual inspection Administrative document review, detention officer interviews Administrative document review, detention officer interviews Administrative document review, detention officer interviews 	<ul style="list-style-type: none"> Supv DO – daily Supv DO – daily Supv DO – daily QA Manager – monthly QA Manager – monthly QA Manager – monthly 	<ul style="list-style-type: none"> 95% 95% 95% 100% 100% 100%
		4.6 Significant Self-harm and Suicide Prevention and Intervention	<ul style="list-style-type: none"> All staff responsible for supervising detainees receive a minimum of 8 hours of training during orientation and annual refresher training on effective methods for identifying significant self-harm, suicide prevention, and intervention. Staff act to prevent significant self-harm and suicide with appropriate sensitivity, supervision, medical and mental health referrals and emergency medical procedures. 	<ul style="list-style-type: none"> Administrative document review, periodic observation Administrative document review, detention officer interviews 	<ul style="list-style-type: none"> QA Manager – monthly Supv DO – daily 	<ul style="list-style-type: none"> 100% 100%
		4.7 Terminal Illness, Advanced Directives, and Death	<ul style="list-style-type: none"> In the event of a detainee injury or death, the COR and ICE Supervisor on duty are notified. In the event of a detainee death, personal property is turned over to ICE within one week 	<ul style="list-style-type: none"> Administrative document review, detention officer interviews Administrative document review 	<ul style="list-style-type: none"> Supv DO – daily QA Manager – monthly 	<ul style="list-style-type: none"> 100% 100%
Activities	• None	5.1 Correspondence and Other Mail	<ul style="list-style-type: none"> Correspondence and other mail for detainees is properly managed. Mail is distributed within 24 hours of its arrival at the facility. 	<ul style="list-style-type: none"> Administrative document review 	<ul style="list-style-type: none"> Supv DO – monthly 	<ul style="list-style-type: none"> 95%
	• None	5.2 Trips for Non-Medical Emergencies	<ul style="list-style-type: none"> Selected detainees may visit critically ill immediate family members, attend their funerals, or attend family-related state court proceedings while under constant supervision. 	<ul style="list-style-type: none"> As directed by the COR 	<ul style="list-style-type: none"> Supv DO – as directed 	<ul style="list-style-type: none"> 100%
	• None	5.3 Marriage Requests	<ul style="list-style-type: none"> There is a process for reviewing marriage requests on a case-by-case basis. 	<ul style="list-style-type: none"> Administrative document review 	<ul style="list-style-type: none"> APM - Quarterly 	<ul style="list-style-type: none"> 95%
	• None	5.4 Recreation	<ul style="list-style-type: none"> Each detainee is afforded the PBND optimum access to recreation (weather permitting) 	<ul style="list-style-type: none"> Observation, DO interviews 	<ul style="list-style-type: none"> Supv DO – daily Captain - monthly 	<ul style="list-style-type: none"> 95%
	• None	5.5 Religious Practices	<ul style="list-style-type: none"> Detainees have regular opportunities to participate in the practice of their faith. 	<ul style="list-style-type: none"> Observation, DO interviews 	<ul style="list-style-type: none"> Supv DO – monthly 	<ul style="list-style-type: none"> 100%
	• None	5.6 Telephone Access	<ul style="list-style-type: none"> Telephones are checked for serviceability 	<ul style="list-style-type: none"> Physical inspection 	<ul style="list-style-type: none"> Supv DO – daily 	<ul style="list-style-type: none"> 95%
	• None	5.7 Visitation	<ul style="list-style-type: none"> The SPC provides the PBND optimum level of visitation 	<ul style="list-style-type: none"> Administrative document review, Observation, DO interviews 	<ul style="list-style-type: none"> Supv DO – daily 	<ul style="list-style-type: none"> 100%
		• None	5.8 Voluntary	<ul style="list-style-type: none"> When detainee workers are used, the detainee screening form is 	<ul style="list-style-type: none"> Document submission 	<ul style="list-style-type: none"> FSM – Weekly

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		Work Program	<ul style="list-style-type: none"> submitted to the COR or designee. When hired, the newly assigned detainee workers are trained in the rules and procedures of the food service department and in the topics specifically noted as applicable to detainee workers in the contract. All training conducted for detainee workers is documented and records are maintained. The FOD or designee is notified of any confirmed acts of wrongdoing by any of the detainee workers. 	<ul style="list-style-type: none"> Administrative document review Administrative document review Administrative document review 	<ul style="list-style-type: none"> Cook Supv - weekly Cook Supv - weekly Cook Supv - daily 	<ul style="list-style-type: none"> 100% 100% 100%
Justice		6.1 Detainee Handbook	<ul style="list-style-type: none"> Upon admission, each detainee signs for and receives a National Detainee Handbook and a local detainee handbook supplement. 	<ul style="list-style-type: none"> Administrative document review, observation 	<ul style="list-style-type: none"> QA Manager – monthly 	<ul style="list-style-type: none"> 100%
	<ul style="list-style-type: none"> # Justice grievances /Avg Pop. # Justice grievances upheld /Avg Pop. 	6.2 Grievance System	<ul style="list-style-type: none"> New Detainees are informed about the grievance system. Detainees can file formal grievances and receive written responses in a timely manner. Detainees can appeal initial decision to at least one higher level of review. Accurate records are maintained for filed grievances No detainee is retaliated against for filing a grievance. 	<ul style="list-style-type: none"> Administrative document review, observation Observation, DO interviews Administrative document review, COR interview Administrative document review Administrative document review, DO interviews 	<ul style="list-style-type: none"> Supv DO – daily Supv DO – daily QA Manager – monthly QA Manager – monthly QA Manager – monthly 	<ul style="list-style-type: none"> 100% 100% 100% 100% 100%
		6.3 Law Libraries and Legal Material	<ul style="list-style-type: none"> The SPC offers the PBND optimum use of the Law Library (subject to space constraints) 	<ul style="list-style-type: none"> Administrative document review, Observation, DO interviews 	<ul style="list-style-type: none"> Supv DO – daily 	<ul style="list-style-type: none"> 90%
		6.4 Legal Rights Group Presentations	<ul style="list-style-type: none"> Detainees have access to group presentations on United States immigration law and procedures Detainees have access to information and materials provided by legal groups. 	<ul style="list-style-type: none"> Administrative document review, observation Administrative document review, observation 	<ul style="list-style-type: none"> QA Manager – monthly QA Manager – monthly 	<ul style="list-style-type: none"> 100% 100%
Admin and Mgmt.	<ul style="list-style-type: none"> # files opened/# detainees admitted # files closed/# detainees released or transferred 	7.1 Detention Files	<ul style="list-style-type: none"> A detention file is maintained on each detainee admitted to a detention facility for more than 24 hours. Authorized staff have access to detention files for official purposes only Closed detention files are properly archived. 	<ul style="list-style-type: none"> Administrative document review Administrative document review Administrative document review 	<ul style="list-style-type: none"> QA Manager – monthly Supv DO – daily Supv DO – daily 	<ul style="list-style-type: none"> 100% 100% 100%
		7.2 Interviews and Tours	<ul style="list-style-type: none"> The privacy of detainees and staff, including the right of a detainee not to be photographed or recorded, shall be protected. 	<ul style="list-style-type: none"> Observation, DO interviews 	<ul style="list-style-type: none"> Supv DO – daily 	<ul style="list-style-type: none"> 100%
	<ul style="list-style-type: none"> # tests passed/# tests given # twice failed/# tests given 	7.3 Staff Training	<ul style="list-style-type: none"> Detention Officers present neat appearance and are properly equipped Training meets PBND standards; includes sexual abuse/assault prevention and intervention program COR approves written examination questions before exams are administered Employees pass testing with scores of 80% or better; those who fail to complete and pass the exam the second time are removed from duty on the contract. Supervisors receive additional training as required by PBND Detention Officers were issued uniform & equipment allotment Instructors are properly certified to conduct all instruction and testing and are approved by COR Training Forecast and lesson plans are submitted monthly to the COR 	<ul style="list-style-type: none"> Visual inspection Review of training materials; periodic observation Administrative document review Administrative document review Review of training materials; periodic observation Administrative document review Administrative document review 	<ul style="list-style-type: none"> Supv DO – daily QA Manager – monthly QA Manager – monthly QA Manager – monthly QA Manager – monthly QA Manager – monthly QA Manager – monthly 	<ul style="list-style-type: none"> 95% 100% 100% 100% 100% 100% 100%

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Functional Area	Outcome Measures	PBND/ACA Standards	Performance Standard	Inspection Method	Responsibility & Frequency	Acceptable Quality Level (AQL)	
			for following 60 day period <ul style="list-style-type: none"> • Training accomplished report submitted monthly to COR 	<ul style="list-style-type: none"> • Administrative document review 	<ul style="list-style-type: none"> • QA Manager – monthly 	<ul style="list-style-type: none"> • 100% 	
		7.4 Detainee Transfers	<ul style="list-style-type: none"> • Detainees are informed of transfer orally and in writing. • Transportation staff, as well as sending and receiving facility staff have accurate and complete records for each transferred detainee. • Detainees are transferred with appropriate medications and medical and referral information • Transferred detainee funds, valuables and personal property are safeguarded and transported in compliance with standards. 	<ul style="list-style-type: none"> • Administrative document review, DO interviews • Administrative document review, DO interviews • Administrative document review, DO interviews • Administrative document review, DO interviews 	<ul style="list-style-type: none"> • Supv DO – daily • Supv DO – daily • Supv DO – daily • Supv DO – daily 	<ul style="list-style-type: none"> • 100% • 100% • 100% • 100% 	
	• Not Applicable	7.5 Definitions	• Not Applicable	• Not Applicable	• Not Applicable	• Not Applicable	• Not Applicable
		Accommodations for the Disabled 4-ALDF-6B-04, 4-ALDF-6B-07	<ul style="list-style-type: none"> • Inmates with disabilities, including temporary disabilities, are housed in a manner that provides for their safety and security. • Inmates with disabilities can perform self-care and personal hygiene in a reasonably private environment. 	<ul style="list-style-type: none"> • Administrative document review • Administrative document review 	<ul style="list-style-type: none"> • Captain – monthly • Captain - monthly 	<ul style="list-style-type: none"> • 100% • 100% 	
Workforce Integrity		Staff Background and Reference Checks (Contract) 4-ALDF-7B-03	<ul style="list-style-type: none"> • A criminal record check is conducted on all new staff prior to assumption of duties. • NAC results verified • All employees and prospective employees pass drug screening per contract requirements. 	<ul style="list-style-type: none"> • Administrative document review • Administrative document review • Administrative document review 	<ul style="list-style-type: none"> • APM before offer letter • QA Manager - monthly • QA Manager - monthly 	<ul style="list-style-type: none"> • 100% • 100% • 100% 	
		Staff Misconduct 4-ALDF-7E-01	<ul style="list-style-type: none"> • There is a personnel policy manual that is available to each employee and is explained at orientation. • The manual is reviewed annually. • Alleged misconduct of employees is immediately reported to the COR. • Appropriate disciplinary action is taken against employees who disregard standards of professionalism and personal integrity. 	<ul style="list-style-type: none"> • Administrative document review • Administrative document review • Administrative document review, COR interview • Administrative document review 	<ul style="list-style-type: none"> • QA Manager – monthly • Corporate HR Director – annually • QA Manager - monthly • PM, HR – as required 	<ul style="list-style-type: none"> • 95% • 100% • 100% • 100% 	
	<ul style="list-style-type: none"> • # Staff /approved staff • # Staff departed/Avg. approved FTE 	Staffing Pattern Compliance within 10% of required (Contract) 4-ALDF-2A-14	<ul style="list-style-type: none"> • A comprehensive staffing analysis is conducted annually • Changes to staffing plan are approved in writing by CO before implementation • Actual monthly staffing is within 10% of approved levels • Unfilled vacancies are reported monthly; the COR is notified of vacancies over 120 days 	<ul style="list-style-type: none"> • Administrative document review • Administrative document review • Administrative document review • Administrative document review 	<ul style="list-style-type: none"> • PM - annually • PM - annually • QA Manager - monthly • QA Manager - monthly 	<ul style="list-style-type: none"> • 100% • 100% • 100% • 100% 	
		Staff Training, Licensing, and Credentialing (Contract) 4-ALDF-4D-05, 4-ALDF-7B-05, 4-ALDF-7B-08	<ul style="list-style-type: none"> • All staff comply with applicable state and federal licensure, certification or registration requirements. • Each new employee is provided with an orientation prior to assuming duties. • All employees who have regular contact with detainees receive 40 hours of ACA required training prior to being independently assigned to a job, 40 hours each subsequent year of employment. • AGS and Akal are properly licensed • Appropriate state and municipality permits and weapons permits are obtained and maintained on file. Weapons permit is provided to the COR at least 3 working days prior to the anticipated assignment of any individual. • Firearms proficiency is certified quarterly 	<ul style="list-style-type: none"> • Administrative document review • Administrative document review • Administrative document review • Administrative document review • Administrative document review • Administrative document review 	<ul style="list-style-type: none"> • QA Manager – monthly • QA Manager - monthly • QA Manager – monthly • QA Manager - monthly • QA Manager - monthly • QA Manager - monthly 	<ul style="list-style-type: none"> • 100% • 100% • 100% • 100% • 100% • 100% 	

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Functional Area	Outcome Measures	PBND/ACA Standards	Performance Standard	Inspection Method	Responsibility & Frequency	Acceptable Quality Level (AQL)
Detainee Discrim.	<ul style="list-style-type: none"> # Discrimination grievances /Avg Pop. # Discrimination grievances upheld /Avg Pop. 	Discrimination Prevention 4-ALDF-6B-02, 4-ALDF-6B-03	<ul style="list-style-type: none"> There is no discrimination regarding administrative decisions or program access based on race, religion, national origin, gender, sexual orientation, or disability. When both males and females are housed in the same facility, all available services and programs are comparable. 	<ul style="list-style-type: none"> Administrative document review Not Applicable at Krome 	<ul style="list-style-type: none"> APM Monthly Not Applicable at Krome 	<ul style="list-style-type: none"> 100% Not Applicable at Krome

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Attachment B: Supervisory Plan

D.B.1 Purpose

The purpose of this plan is to define the supervisory positions and responsibilities at Krome SPC, and to demonstrate the AGS team's ability to self-monitor service provision in accordance with the QCP Attachment A *Inspection-level* Performance Requirements Summary and other requirements of the contract.

D.B.2 Caliber of Supervisory Staff

Supervisory staff forms the backbone of the detention, transportation and food services provided at Krome SPC. The AGS team will always employ only those individuals possessing the highest integrity and trustworthiness. We will consider the incumbent Supervisory Detention Officers for continuing positions, should they choose to apply, because their experience may be valuable to the operation. They will be interviewed thoroughly, their files reviewed, and their performance checked with the COR before being offered a position. Prior to the start of duty, AGS will provide the COR with the names of all intended Supervisory staff. With regard to Detention Management, the AGS team maintains written policies and procedures for all posts in fully documented and approved post orders. General and specific orders are provided to all Detention Officers to provide clarity and accountability in the performance of their work. Supervisory staff will be thoroughly versed in this documentation and will ensure all staff members follow post orders. Supervisory Detention officers are required to inspect every post during their shift where they will confirm detention officers are fully trained; perform duties professionally with a focus on meeting performance standards in the PRS; are properly uniformed and groomed; fully understand their post orders; and are fully licensed and credentialed.

D.B.3 Supervisory Positions

Supervisory positions include Captains and Lieutenants in the Detention Officer ranks and Cook Supervisors (Cook 2) in Food Service. **Figure D.B.3-1** provides an overview of on-duty supervisors.

Organization	Position	Functional Responsibilities	Day Shift	Swing Shift	Grave Shift
Facility Custody Operations	Captain	All SPC activities	(b)(7)(E)		
	Operations LT	Processing, property, lobby, escort/rovers, Control, SHU			
	IHSC/KTU/Visitation LT	IHSC, KTU, visitation			
	Housing/Support LT	Housing, recreation, laundry, law library, mailroom, barbershop, commissary, courts, dining facility			
Support and Transportation	Transportation Captain	All transportation activities			
	Airport Captain	All MIA activities			
	Transportation LT	Transportation, gates & perimeter			
	Offsite Ops LT.	Larkin Hospital, on-call sites			
	Airport LT.	MIA Escorts, air operations			
	Cook Supervisor	All meal preparation & service; all kitchen & dining room sanitation			

Figure D.B.3-1. Supervisory Positions at Krome SPC. *Our staffing plan ensures adequate supervision at all times.*

This approach provides an average on-duty Supervisor to Staff ratio of approximately (b) supervisor to every (b) staff.

D.B.3 Supervisory Responsibilities

All supervisors have the following types of responsibilities:

- **Planning** . Specifying goals, tasks, resources and responsibilities within their own department.
- **Providing Information and Estimates**. Keeping higher-level managers informed about the needs, abilities and progress of their department. Acting as Subject Matter Experts for their areas of responsibility and providing estimates of the personnel and other resources required to accomplish assigned work.
- **Allocating resources**. Determining how to allocate resources to the jobs that need to be done. This includes planning breaks, vacations and other time off, employee turnover and hiring. This also includes manning at full staffing by filling open posts with reserve or standby personnel and managing “off-calls” due to illness or other reasons.
- **Scheduling** . Setting timetables for the work to be accomplished, deciding which activities will take priorities over others and who will perform those activities.
- **Controlling** . Ensuring work goes to plan by (1) establishing performance standards; (2) monitoring actual performance against the standards; and (3) responding to actual performance either by reinforcing success or making adjustments to bring standards and performance into alignment.
- **Personal Observation** . Staying in touch with department activities by spending time with employees and observing what is going on. Briefing officers of changes to Post Orders, or unusual or emergency situations. Formally inspecting every post during the shift, completing inspection checklists and annotating them appropriately. Ensuring detention officers are fully trained for their duties; perform all duties professionally with a focus of meeting performance standards; are properly uniformed, groomed and alert; understand the post orders and emergency procedures; are in possession of required credentials and licenses. Correcting non-conformances on the spot.
- **Mentoring employees** . Providing authoritative knowledge of policies and procedures, Post Orders, PBNDS, ACA, ICE regulations and other federal, state and local requirements. Helping employees better understand their jobs by ensuring accomplishment of required formal training, required OJT, and by providing informal advice and guidance when technical problems arise. Identifying employee shortfalls and actively working to correct them.
- **Performance appraisals** . Setting realistic expectations and providing honest reviews of employee personal performance; correcting performance problems.
- **Communication** . Maintaining a two way communication path between employees and management on project status, workforce concerns, routine operations as well as emergencies or incidents. Ensuring incidents are documented with complete and accurate reports.
- **Ensuring Workforce Integrity**. Ensuring employees remain current on all certifications, licensing, training, and screening. Ensuring adherence to the employee handbook. Ensuring proper appearance, proper equipment and ethical conduct. In the event of adverse actions, disciplining employees appropriately. Ensuring proper timekeeping.

D.B.4 Supervisor Training

All detention supervisors receive 60 hours of initial training prior to entering on duty and at least 60 hours of on-the-job training after entering on duty. An additional 40 hours of initial training is provided within the first 90 days on the job. This supplemental initial training will include training on Quality Control. Every year thereafter detention supervisors will receive 40 hours of refresher training.

All cook supervisors will receive 40 hours of Government provided ACA training upon assignment to the contract with at least 32 hours of annual refresher training. In addition, cook supervisors will receive annual CPR training, first aid training and quality control training.

Attachment C: Communications Plan

The purpose of the Communications Management Plan is to define the communication requirements for the project and how information will be distributed. The Communications Management Plan defines the following:

- What information will be communicated—to include the level of detail and format
- How the information will be communicated—in meetings, email, telephone, web portal, etc.
- When information will be distributed—the frequency of project communications both formal and informal
- Who is responsible for communicating project information
- Communication requirements for all project stakeholders
- What resources the project allocates for communication
- How any sensitive or confidential information is communicated and who must authorize this
- How changes in communication or the communication process are managed
- The flow of project communications
- Any constraints, internal or external, which affect project communications
- Any standard templates, formats, or documents the project must use for communicating
- An escalation process for resolving any communication-based conflicts or issues

This Communications Management Plan sets the communications framework for this project. It will serve as a guide for communications throughout the life of the project and will be updated as communication needs change. This plan identifies and defines the roles of persons involved in this project. It also includes a communications matrix which maps the communication requirements of this project. An in-depth guide for conducting meetings details both the communications rules and how the meetings will be conducted, ensuring successful meetings. A project team directory is included to provide contact information for all stakeholders directly involved in the project.

D.C.1 Communications Management Approach

The Project Manager will take a proactive role in ensuring effective communications on this project. The communications requirements will be documented in the sample Communications Matrix format shown in **Figure D.C.1-1** below. The Communications Matrix will be used as the guide for what information to communicate, who is to do the communicating, when to communicate it and to whom to communicate.

As with most project plans, updates or changes may be required as the project progresses or changes are approved. Changes or updates may be required due to changes in personnel, scope, budget, or other reasons. Additionally, updates may be required as the project matures and additional requirements are needed. The project manager is responsible for managing all proposed and approved changes to the communications management plan. Once the change is approved, the project manager will update the plan and supporting documentation and will distribute the updates to the project team and all stakeholders. This methodology is consistent with the project's Change Management Plan and ensures that all project stakeholders remain aware and informed of any changes to communications management.

Communication Type	Objective of Communication	Medium	Frequency	Audience	Owner	Deliverable	Format
Kickoff Meeting	Introduce the project team and the project. Review project objectives and management approach.	<ul style="list-style-type: none"> • Face to Face 	Once	<ul style="list-style-type: none"> • Project Sponsor • Project Team • Stakeholders 	Project Manager	<ul style="list-style-type: none"> • Agenda • Meeting Minutes 	Soft copy archived in (b)(7) repository
Project Team Meetings	Review status of the project with the team.	<ul style="list-style-type: none"> • Face to Face • Conference Call 	Weekly	<ul style="list-style-type: none"> • Project Team 	Project Manager	<ul style="list-style-type: none"> • Agenda • Meeting Minutes • Project Schedule 	Soft copy archived in (b)(7) repository
Joint Quality Team	Review monthly performance	<ul style="list-style-type: none"> • Face to Face 	At least monthly	<ul style="list-style-type: none"> • Quality Team members 	<ul style="list-style-type: none"> • Project Manager • QA Manager 	<ul style="list-style-type: none"> • Critical Operational Performance Metrics • Monthly Performance Summary • Monthly QC Report • Monthly QA Report • Meeting Minutes 	Soft copy archived in (b)(7) repository
Monthly Project Status Meetings	Report on the status of the project to management.	<ul style="list-style-type: none"> • Face to Face • Conference Call 	Monthly	<ul style="list-style-type: none"> • PMO 	Project Manager	<ul style="list-style-type: none"> • Slide Updates • Project Schedule 	Soft copy archived in (b)(7) repository
Project Status Reports	Report the status of the project including activities, progress, costs and issues.	<ul style="list-style-type: none"> • Email 	Monthly	<ul style="list-style-type: none"> • Project Sponsor • Project Team • Stakeholders • PMO 	Project Manager	<ul style="list-style-type: none"> • Project Status Reports • Project Schedule 	Soft copy archived in (b)(7) repository

Figure D.C.1-1. Sample Communications Matrix. *Planning our communications approach ensures all parties are on the same page and avoids downstream confusion.*

D.C.2 Communications Management Constraints

The following constraints apply to public communications:

- Public communications will not be made without prior approval of the Contracting Officer.
- The Contractor shall ensure that employees clearly state that their opinions do not necessarily reflect the position of the United States Government. This disclaimer should be used in any public presentation made, or in any articles written relating to any aspect of contract performance or the Contractor's operations. A disclaimer form will be developed stating that the employee understands this requirement. This form will be reviewed with all employees at orientation, each employee will sign the form and the form will be permanently maintained in each employees file folder.
- Employees will be reminded of this disclaimer at annual training.
- Employees will be directed to never speak publicly or to the press regarding the Krome SPC and that doing so may result in disciplinary action.
- All communications requests from the press will be directed to the COR.

D.C.3 Stakeholder Communications Requirements

Immediately following award the Project Manager will meet with the COR to determine project stakeholders. As part of identifying all project stakeholders, the project manager will communicate with each stakeholder in order to determine their preferred frequency and method of communication. This feedback will be maintained by the project manager in the project's Stakeholder Register. Standard project communications will occur in accordance with the Communication Matrix; however, depending on the identified stakeholder communication requirements, individual communication is acceptable and within the constraints outlined for this project.

In addition to identifying communication preferences, stakeholder communication requirements must identify the project's communication channels and ensure that stakeholders have access to these channels. If project information is communicated via secure means or through internal company resources, all stakeholders, internal and external, must have the necessary access to receive project communications.

Once all stakeholders have been identified and communication requirements are established, the project team will maintain this information in the project's Stakeholder Register and use this, along with the project communication matrix as the basis for all communications.

D.C.4 Required Communications with ICE

We have identified three types of communications with ICE required by the SOO:

- 40 Deliverables, as called out in Section E.4 Inspection Requirements.
- 4 Meetings, as called out throughout the SOO.
- 32 Event-driven reports.

We will submit deliverables as required by Section E.4 under a formal cover letter or email to the COR. We anticipate receiving acceptance or further instructions in like kind, and will confirm that after award.

SOO meeting requirements are summarized in **Figure D.C.4-1** below. We have added a joint Quality Team Meeting per our QCP

SOO Ref	Title	Meeting Requirement
C.12	Key Personnel	PM Meeting weekly with the COR to review Contractor performance and plan improvements
18.6	Meetings and Muster	The Contractor shall ensure that employees participate in ICE facility meetings, as required by the COR.
18.6	Meetings and Muster	The Contractor is expected to conduct a mustering of all newly reporting employees starting fifteen (15) minutes prior to end of the previous shift. The purpose of this mustering is for both Contractor and ICE management to communicate ongoing operations, issues, and/or events that will impact the incoming shift employees.
QCP	Joint Quality Team	AGS has added a joint ICE/AGS Quality Team Meeting that will meet at least once monthly.

Figure D.C.4-1. Meeting Requirements. *We will determine communication requirements for planned meetings with the COR post award.*

We identified 32 event driven reports in the SOO as identified in Figure D.C.4-2 below. We will meet with the COR post-award to determine the best communication approach for these reports.

SOO Ref	Title	Event-driven Reporting Requirement
C.3	Incident Report	A written document reporting an event (e.g., minor disturbances, officer misconduct, any detainee rule infraction)(see also Significant Event Notification (SEN).
	Significant Event Notification (SEN)	A written document reporting any major event (e.g., disturbances, egregious officer misconduct, detainee's major rule infraction
4.2	Detention Management Services	The Contractor shall ensure that breaches of security, discrepancies and/or problems are properly documented and immediately reported to the COR. Logbooks shall be used to document activities, as detailed in Section C.6.
4.2.1	4.2.1.2 ICE PBNDS 2011	A supervisor shall conduct an inspection of the detainee housing areas to include the locks, windows, walls, floors, ventilation covers, access panels and doors at least once per shift for operational wear and detainee tampering. This shall be logged in the security logbook for COR inspection and review. All defective equipment shall be reported to the COR immediately and a work request form shall be submitted to the Government for conditions discovered requiring repair.
4.2.2	Medical and Health Services	Report to IHSC of any observed behavioral problems and suicidal observations made upon detainees not diagnosed as psychotic and maintain continual visual observation of these detainees.
4.3	Transportation Services	Armed Transportation Officers shall re-qualify with their weapon quarterly and shall report these results to the COR.
4.4.1	Menu Planning and Meal Service	The Contractor shall have each menu and special dietary menus certified by a registered dietician and, when needed, by a chaplain. Certified menus shall be submitted to the COR for review and approval within thirty (30) days after contract award. Substitutions and/or menu revisions are not permitted without advanced approval from the COR. The Food Service Manager or Cook Supervisor shall change the menu from time to time to meet changing availability or cost of ingredients. Changes shall be made within the dietician approved nutritional guidelines. The Cook Supervisor shall document any changes made, and report them to the Food Service Manager. One-time (i.e., emergency) substitutions can be approved by the COR or ICE designee.
4.4.2	Positions in Food Service	The Contractor shall provide a full-time on-site Food Service Manager that shall report to the Project Manager. The Food Service Manager shall be the point of contact for the COR or ICE designated official regarding: food service training programs; food service quality control programs; food service reports and deliverables; food and supplies inventory; planned menus; dietician approval of nutritional content; and, accounting operations.
4.4.3	Detainee Food Service	Notify the COR of any confirmed acts of wrongdoing by any detainee employees.

SOO Ref	Title	Event-driven Reporting Requirement
	Workers	
4.4.9	Sanitation	Pest Control services will be provided by the Government. The Contractor shall immediately report all pest sightings or concerns to the COR or ICE designee.
4.4.11	Receipt, Storage, Inventory and Accounting	The Contractor shall account for all non-edible supply usage and provide a monthly report to the COR or ICE designee.
4.4.12	Keys, Knife and Tool Control	The Contractor shall implement an inventory of knives in order to confirm that the correct numbers and types of knives are secured and accounted for. The Contractor shall search for lost tools, utensils, etc., and provide a written report of loss immediately to the COR or ICE designee and the Supervisory Immigration Enforcement Agent on duty.
4.4.13	Equipment Maintenance and Repair and Inventory	The Contractor shall require that the Food Service Manager and Cook Supervisor inspect all equipment daily, and submit work orders to the COR or ICE designated official for any needed repairs. Damage caused by the Contractor to Government furnished equipment shall be reported immediately.
7.5	Daily Inspections	The Detention Officers shall conduct daily inspections of all security aspects of the ICE sites identified in this SOO. The Detention Officers shall check all bars, locks, windows, walls, floors, ventilation covers, glass panels, access plates, protective screens, doors, lights, and equipment for operational wear and detainee tampering. The Detention Officers shall also report slippery floor surfaces. This documentation shall be made daily in ICE logbooks and on "Work Request Forms" provided by ICE. Problems discovered during these inspections shall be clearly identified in the documentation. The Contractor shall also notify the COR of any abnormalities or problems. The Contractor shall immediately notify the COR of any physical facility damage. Written documentation of these inspections shall be submitted to the COR by the end of the shift.
7.6	Contraband	The Contractor shall conduct searches for contraband, at least twice a week, in all areas in which detainees have access. Searches shall be random and unannounced. During the searches, detainee possessions shall be disturbed as little as possible. Contraband items shall be immediately confiscated and logged into a Contraband logbook. The Contractor shall document records of the searches in a logbook and forward a report to the COR within twenty (24) hours after discovery of the contraband items.
7.11	Use of Force Report	Detention Officer(s) shall immediately report all instances of use of physical force to his or her immediate supervisor. Prior to leaving his or her shift, the Detention Officer(s) shall prepare a written report and submit it to the Supervisory Detention Officer. The Project Manager shall review, approve, and provide the report to the COR within twenty-four (24) hours of the incident.
7.12	Key Indicators Report	This report shall indicate the key personnel positions of the facility (e.g., position title, name of the employee, vacancies and length of vacancies, dates of service, additional comments). This monthly report must be submitted to the COR or ICE designee by the fifth of each month for the previous month's activities and staffing. The Contractor shall utilize a computer-based reporting system so that the monthly status report and key indicator report is searchable, consistent with the Contractor's personnel files, payroll and invoicing records, and accessible to the COR. This report shall be delivered to the COR electronically and in hard copy as requested.
7.16	Control of Sensitive Data	The Contractor and/or his/her employees who fail to comply with the DHS/ICE security policy are subject to having their access to systems and facilities terminated, whether or not the failure results in criminal prosecution. Any person who improperly discloses sensitive information is subject to criminal and civil penalties and sanctions under a variety of laws (e.g., Privacy Act). The Contractor shall continually evaluate all employees that access DHS/ICE information systems, and be aware of any unusual or inappropriate behavior by employees accessing systems. The Contractor shall report any unauthorized access, sharing of passwords, or other questionable security procedures to the COR.
7.17	Lost and Found	The Contractor shall log and maintain all lost and found articles. The Contractor shall report all lost and found items to the COR.
7.18	Escapes	The Contractor shall take all appropriate measures to prevent escapes. The Contractor shall notify

SOO Ref	Title	Event-driven Reporting Requirement
		<p>the COR immediately if an escape or an attempted escape has occurred. The Contractor shall provide the COR with a detailed written report by the end of the shift in which the incident occurred. The Contractor assumes absolute liability for the escape of any detainee in its control. Escapes shall be grounds for removing the responsible contractor employee(s) from duty if the contractor employee(s) is/are determined by the Contractor or the COR to be noncompliant with the contract. Notice of removal shall be provided to the CO.</p> <p>Corrective actions to prevent future escapes or attempted escapes shall be taken immediately and communicated to the COR. The Contractor shall provide a written After-Action report, documenting the corrective actions that were taken. The After-Action report shall be provided to the COR within three (3) calendar days of the escape or attempted escape incident.</p>
8.1	Disturbances and Serious Incidents	<p>The Contractor shall document disturbances and immediately report all serious incidents to the COR. Usually, the Contractor may provide a follow-up written report to the COR within twenty-four (24) hours of an incident. However, in certain situations, ICE requires written reports immediately from the Contractor. These situations will be identified to the Contractor during the transition period.</p>
8.2	Injury and Illness	<p>The Contractor shall immediately assist employees, detainees, or others on the premises in need of immediate help or who are injured or ill. If appropriate, Contractor employees shall provide first aid. The Contractor shall immediately tell the COR on duty about all incidents that result in physical harm to or threaten the safety, health, or welfare of any person at the site including job-related injuries. If a detainee requires immediate medical attention, the Detention Officer shall notify the medical provider as well as the COR. The Contractor shall submit a follow-up written report to the COR within twenty-four (24) hours of the occurrence. The Contractor shall cooperate with ICE in reviewing serious incidents. A serious incident means any incident resulting in injury to a detainee, Contractor staff, ICE staff, or property damage. The Contractor shall submit a monthly injury report summary containing, but not limited to, name, time/date, location, circumstances, care rendered, current status, Worker's Compensation status, and reference to identification of initial report.</p>
8.6	Detainee Dearth	<p>In the event of a detainee death the Contractor shall comply with ICE 2011 PBNDS and ACA standards. The Contractor shall immediately notify the COR or COR designee and follow ICE Policy on Notification and Reporting of Detainee Deaths (currently, ICE Policy 11003.2, Notification and Reporting of Detainee Deaths).</p>
10.1	Minimum Standards for Employee Conduct	<p>The Contractor shall report all violations or attempted violations of the standards of conduct or any criminal activity immediately to the COR. Violations may result in employee removal from the facility. Failure on the part of the Contractor either to report a known violation or to take appropriate disciplinary action against offending employee or employees shall subject the Contractor to appropriate action including possible termination of the contract for default.</p>
10.3	General Health Requirements	<p>The Contractor shall have a collaborative agreement with a fully licensed certified independent clinic and laboratory for the purpose of completing the SF 88, Report of Medical Examination. If requested by the COR, the Contractor shall make medical employee medical records available for review. The Contractor will keep one duplicate copy of each SF 88.</p>
10.6	Reassignment	<p>At the direction of the COR, the Contractor shall reassign employees who have been arrested, or who have alleged misconduct that do not permit direct contact with detainees. Employees shall be reassigned pending the disposition of the changes. Any alleged misconduct shall be reported to the COR immediately. If reassignment is not available, the Contractor shall remove the employee from working under this contract.</p>
10.7	Adverse Employee Information	<p>The Contractor shall report to the COR any adverse information coming to his/her attention concerning employees. Reports based on rumor or innuendo should not be made. The subsequent termination of employment of an employee does not obviate the requirement to submit this report. The report shall include the employees' name and social security number, along with the adverse information being reported.</p>
10.8	Employee Terminations /Resignations	<p>The Contractor shall notify the COR of all terminations/resignations within five (5) calendar days of occurrence. The Contractor shall return any ICE issued PIV cards and building passes to the COR. If an identification card or building pass is not available to be returned, a report must be submitted to the COR, referencing the pass or card number, name of individual to whom issued, and the last known location and disposition of the pass or card.</p>

SOO Ref	Title	Event-driven Reporting Requirement
18.4	Sexual Abuse and Assault Prevention & Intervention	The Contractor shall comply with the Prison Rape Elimination Act (PREA) of 2003. The Contractor shall comply with 2011 PBNDS and ICE Policies (currently 11062.1, Sexual Abuse and Assault Prevention and Intervention, 11045.1 Protocol on Reporting and Tracking of Assaults and Krome SPC policy KRO/13.2.11.
18.6	Meetings and Muster	The Contractor shall ensure that employees participate in ICE facility meetings, as required by the COR.
18.6	Meetings and Muster	The Contractor is expected to conduct a mustering of all newly reporting employees starting fifteen (15) minutes prior to end of the previous shift. The purpose of this mustering is for both Contractor and ICE management to communicate ongoing operations, issues, and/or events that will impact the incoming shift employees.
18.7	Record Keeping	The Contractor shall prepare required orders, instructions, and reports of accidents, security violations, fires, and bomb threats. The Contractor shall, at the request of DHS/ICE, prepare any special or other reports, or issue further orders and instruction as required in support of this contract. The distribution, format, and time elements for these reports will be directed by COR.

Figure D.C.4-2. Meeting Requirements – we will determine communication requirements for event-driven reports with the COR post award.

D.C.5 Internal Project Communications

We will also conduct communications internally across the project. Guidelines for these internal communications include:

- PM Staff meeting weekly.
- APM Staff meetings weekly (Grave shift dial-in).
- Direct Report 1:1 meetings bi-weekly.
- Two-deep meetings quarterly.
- Project newsletter quarterly.

D.C.6 Expected Communications Technologies

We have identified a number of technologies that we expect to use to communicate with ICE and across the project. These include:

- Hand carried correspondence
- U.S. Mail
- E-Mail
- (b)(7)(F);(b)(4)
- Land line phones
- Motorola radios
- Cellular phones
- WEBEX
- Verbal exchange

Attachment D: Emergency Food Service Plan

D.D.1 Overview:

The AGS Food Service Manager and Project Manager, working in close coordination with the Krome Facility Administrator and the Safety Officer, will develop and implement an Emergency Food Service Plan (EFSP) as part of the program Quality Control Plan (QCP) for the Krome Service Processing Center (SPC). Our final EFSP will be submitted to the COR for approval no later than two months after date of contract award.

The purpose of this plan is to enable our food services staff to rapidly respond in an organized, safe and supported manner, to meet the nutritional needs of the Krome SPC population during an emergency event. These emergencies may include natural and man-made disasters such as:

- Fires.
- Tornadoes and hurricanes.
- Hazardous chemical spills.
- Transportation mishaps.
- Industrial accidents.
- Acts of terror.
- Strikes and riots.

Disasters may harm the physical environment and facilities, interrupt power and utility services, and contaminate water supplies that disrupt the normal Krome SPC operations. The food services staff will be trained and prepared to respond to the a wide variety of emergencies to address the nutritional needs of detainees, contractor personnel, Government personnel, and any visitors that are present during the emergency and may be affected because of their on-site presence.

It is important that AGS maintains the ability to implement this plan as soon as disaster strikes. The established structure is flexible enough to respond to a variety of emergency situations and demands. To ensure a prompt and effective emergency response the food service staff must clearly understand their roles and responsibilities.

D.D.1.1 Plan Objectives and Response Requirement

AGS will maintain a comprehensive Emergency Contingency Plan and Emergency Food Service Plan (EFSP) that is tailored to Krome contract requirements and project site to assure continuity of food services in cases of natural or man-made disasters, labor disputes or other conditions affecting either preparation or delivery of meals. The Krome EFSP will include all related policies, standard operating procedures and checklists, logs, and reports, including but not limited to the following:

- Recall lists and phone trees.
- Awareness of condition of readiness scenarios set by ICE.
- Proper safeguarding of all equipment.
- Change to different menus because of lack of power or water, with ICE approval.
- Proper safeguarding of food at all costs by using hazard analysis critical control points principles of keeping hot foods hot and cold foods cold (no danger zone), thus eliminating any chance of cross contamination, and “when in doubt, throw it out”.

AGS will provide emergency and evacuation food service support in accordance with the Krome SPC's emergency plan and in coordination and compliance with the overall facility emergency plan. The EFSP will be capable of being executed and integrated with the requirements for Level I thru Level III alerts within the facility as well as having a provision for execution due to mobilization or evacuation of the detainee population.

D.D.1.2 Contingency Meal Planning

AGS will maintain an inventory of food and supplies that is capable of sustaining two weeks of continuous food service in the event the emergency disrupts the normal ordering process. This includes providing emergency and evacuation food service support in accordance with Krome emergency plans. Under all emergency situations, AGS will plan for and have the capability to provide bag lunches. In emergency situations, the food service department will prepare one or more sack lunches for each detainee being evacuated. Depending on the nature of the emergency, AGS cooks will travel and support the evacuation operation throughout the emergency. Multiple sack lunch menus will be developed as needed to address specific emergency situations that could potentially be encountered.

D.D.1.3 Emergency Food Service Staffing

AGS will have in place a recall plan for food services personnel in the event of an emergency action. The recall plan will address staffing needs on a 24/7 needs basis. As needed and with COR approval, AGS will make food service employees available to work extended overnight hours and extended shifts depending on the nature of the emergency. AGS will also have in place surge staffing capabilities with qualified personal in the event that it should be deemed necessary to properly respond to the emergency conditions.

D.D.1.4 Emergency Kitchen Shutdown

During emergencies, such as escapes, AGS will be responsible for the shutdown of the kitchen, perform tool inventories, and ensure that tools and knives are safely locked and secured. If required and directed by the COR, our staff will provide satellite feeding when detainees are returned to the dorms.

D.D.1.5 Emergency Condition Security

The FSM will work closely with the AGS Project Manager and/or the most senior on-site Supervisory Detention Officer during any emergency in order to coordinate all activities with critical facility security and control requirements. AGS, in accordance with the EFSP, will utilize prescribed and documented procedures for control of knives and other potentially dangerous materials. Accountability for all such items will be confirmed during emergency conditions at the facility. All steps necessary to ensure positive control of these items throughout the duration of the emergency event will be taken. All AGS food service personnel will be trained and drilled in the use of the AGS EFSP at a minimum of once per quarter.

D.D.2. Organization and Responsibilities

The AGS Krome SPC Project Manager has complete responsibility for the establishment of all AGS Emergency Plans and accountability to the COR. The AGS FSM, under the direction of the project manager is responsible for the execution of the Emergency Food Services Plan. Responsibilities include, establishing all emergency menus, ensuring that all required menu items are always available and accounted for, developing all required staff training and ensuring that staffing contingencies are always addressable.

The Cook Supervisors are responsible and accountable for the delivery and documentation of all personnel training, the preparation of all meals, serving and delivery of all meals and tool/hazardous item security.

If a disaster or emergency should occur, our on-site management team will meet with ICE administrators/management to develop a feeding plan. Food inventories will be taken and menus will be developed to properly use on-hand inventories. If required, the AGS FSM will coordinate with local vendors regarding the availability of food and supplies.

As a part of our planning, we will have at least 14 days of food in order to feed 1000 people three (3) meals a day. Additionally, we will have on hand at all times ample disposable plates and utensils, canned and frozen goods, and dry cereal should an electrical failure or shortage or gas interruption occur and we are unable to use the generator, dishwasher, stove, etc. In order to keep this emergency food fresh, we will incorporate these items into our regular menu cycle every 9 months. To enhance the quality of the canned items, we will add fresh ingredients.

In the event of evacuation, the FSM will direct all food services activity reporting directly to the Situation Commander, senior detention officials, AGS Project Manager (PM) and the COR as necessary. The FSM will muster the required number of on-duty and off-duty staff to quickly prepare one or more sack lunches for each detainee being evacuated, as directed by the COR. In addition, the food service staff, including cooks, will travel, if necessary, to support the evacuation operation. Our food service employees will be made available to work extended overnight hours in response to the emergency when directed by the COR to do so.

D.D.3. Execution of the Emergency Food Service Plan

During an emergency the AGS PM and FSM will coordinate the efforts of the team prior, during and after the emergency. In the event of their absence, this responsibility will follow the chain of subordinate command. This plan will be updated annually so that it is current and all food services staff will receive annual training in this emergency plan's purpose and execution so that we are always prepared in the event of an actual emergency.

In times of disaster, food is essential to sustain life, counteract shock, raise the morale of our detainees and provide energy for staff and workers laboring under stressful conditions. An EFSP is an emergency response designed to provide food for personnel on-site at the time of the emergency, to include:

- Detainees, contractors and Government employees.
- Visitors and vendors.
- Emergency workers.

D.D.3.1 Food Services Department Responsibilities

To be effective our EFSP must be able to:

- Help the Krome SPC community cope with a disaster by meeting their needs for a sufficient amount of food to maintain a feeling of well-being.
- Meet the special food requirements of high-risk groups, diabetics, and disaster workers if required.
- Provide appropriate ongoing food service for an undetermined amount of time.

Essential considerations include:

- Food requirements (hot or cold meals; appropriate quantities).
- Available supplies, staff and facilities.
- The time of year (i.e. winter, summer).
- Religious or cultural requirements.
- The need for safe, wholesome food.

D.D.3.2 Planning

To respond rapidly to the nutritional needs during a disaster, food services will begin operating as soon as a disaster strikes. The emergency plan should be flexible enough to respond to a variety of emergency situations and demands.

D.D.3.3 Personnel Roles and Responsibilities

To ensure a prompt and effective emergency response, food services staff must clearly understand their roles and responsibilities.

D.D.3.3.1 The Food Services Manager

The FSM is responsible for ensuring all advance preparations are met, that food services staff are properly trained and available, that the emergency is assessed and a tailored plan is designed and implemented, for the overall operations and supervision of the emergency plan, and for the transition back to normal operations.

- Prior to a disaster
 - Directs the planning and organization of the management team.
 - Establishes emergency plan relations with food retailers, wholesalers, and distributors.
 - Reviews the plan annually.
 - Directs the training of staff.
 - Tests the plan by conducting regular exercises, then revises and updates the plan.
 - Co-ordinates the plan with THE Krome SPC emergency plan.
 - Makes certain that dining facilities or satellite operations have adequate equipment and supplies.
- During a disaster
 - Direct operations at the defined location.
 - Mobilize available staff when the emergency plan goes into effect.
 - Establishes a communication command center.
 - Prepare work schedules as needed with available staff.
 - Ensure all area managers have effective means of communication.
 - Maintain proper sanitation practices and safe working conditions.
 - Maintain a log of events that occur during emergency that effect safety, ability, service or product.
 - Assign an employee or manager to account for tracking of consumption usages per meal.
 - Assign an employee or manager to be a defined person of contact for general information and assistance.
 - Request and assign security officer for safety and control.
 - Report problems, needs and the status of activities to the appropriate individuals or departments on a regular basis.
 - Keep an up-to-date log on borrowed items, messages and donations.
 - Keep in touch with other defined reception centers.
 - Co-ordinates food supplies, including the possibility of distribution to external areas.
- After A Disaster
 - When the emergency is over, prepares and submits a post-disaster report.

- If necessary ensures that all staff have the necessary support systems.

D.D.3.3.2 Chef responsibilities:

The primary responsibility of the chef is to implement the menus selected to meet the requirements of the specific emergency at hand. The chef will inventory and identify available product for immediate use and classify other product for suitable for sustained use. The following actions will be taken:

- Discontinue selective menus – set up emergency menus using existing plans and menus to determine immediate product availability.
- Determine the number of meals required.
- Identify snack options.
- Prepare a food priority list.
- Alert suppliers if possible.
- Prepares the menu to meet basic nutritional requirements with available supplies, staff and equipment.
- Organizes the kitchen to ensure maximum efficiency and safety.
- Plans a work schedule with available staff.
- Assigns and supervises work.
- Ensures proper storage of food supplies
- Oversees efficient organization of stock and use of product.
- Assigns a employee to be responsible for monitoring storage temperatures and product wholesomeness.
- Ensures proper sanitation and safety standards are practiced in cooking, food distribution, and food storage areas.
- Provides FSM with daily recaps of production amounts, issues and needs.

D.D.3.3.3 Dining Service Supervisor

- Direct operations on the floor.
- Mobilize staff when the plan goes into effect, and initiates service set up.
- Prepare work schedules.
- Train “back-up” staff if necessary.
- Communicate specific dietary and nutritional needs of customers to chef.
- Maintain proper sanitation practices and safe working conditions.
- Monitor paper supplies and cleaning chemical levels, keep an up-to-date log usage.
- Report problems, needs and the status of activities to the FSM on a regular basis.
- Keep in touch with other managers.
- When the emergency is over, submit a summary report to the FSM and help evaluate the performance.

D.D.3.3.4 Cooks

Follow all directions provided and communicate needs effectively. Menus will vary greatly depending on nature of disaster, length of service period and availability of staff. Feed a large number of people a safe, nutritious, sustaining meal in a rapid amount of time by:

- Preparing required meals as directed and delivering food to the service area.
- Maintaining holding equipment temperatures.
- Maintaining product usage and food temperature logs.
- Maintaining a safe and sanitary environment.
- Ensuring an adequate supply of hot water is available secure non-essential cooking equipment for use in sterilization of water if required.
- Prepare food for transportation (if necessary).

D.D.3.3.5 Food Service Staff

Follow all directions provided and communicate needs effectively. Menus will vary greatly depending on nature of disaster, length of service period and availability of staff. AGS staff will serve safe, nutritious, sustaining meals to feed a large number of people in a rapid amount of time by:

- Directing needs to management.
- Reviewing limited menu requirements for emergency service period.
- Setting up a viable service area.
- Setting up garbage can units near cafeteria exits.
- Setting up self-service beverage areas and condiments area if menu requires
- Serve portions according to the FSM's specifications it is important to note that specific guidelines will be required and enforced
- Keep cooks informed of food requirements to ensure adequate supplies
- Replenish food during the meal
- Keep service counters clean and maintain effective sanitation
- Maintain cleanliness and organization of dining room, tables, chairs and public areas. Keep traffic isles, exit paths, stairwells free of clutter.

As soon as the meal is over, food servers will:

- Transfer leftover food to the kitchen and store food properly and as directed.
- Clean service counters, sanitize all food contact surfaces.

D.D.3.3.6 Dishwashers and Kitchen Staff

- If directed and feasible set up a separate dishwashing area for dishes and serving equipment.
- If directed to do so, supply an adequate amount of paper and plastic wares to service area.
- Maintain cleanliness and sanitation standards in the area.
- Keep all hallways, walk ways, stairwells and traffic isles free of clutter and debris.
- Remove garbage and ensure all bags are tightly sealed and garbage is far away from production areas.
- Wash and sterilize garbage containers.

- Sweep and wash floors.
- Clean and sanitize kitchen equipment and food contact surfaces as required.
- Clean and sanitize transport carts daily.
- Assist with transport of food and beverage product.
- Other duties as assigned.

D.D.3.3.7 All Staff

For their safety all staff are required to check in and out with their assigned manager or supervisor on duty prior to leaving work stations for any reason. This includes restroom use, smoke breaks, rest breaks and shift in/out. In the event of severe conditions you may be required to stay over, not allowed to leave or sequestered to specific areas.

Food handlers must obey sanitation regulations to avoid health risks. The risk of contamination increases in emergency situations since food servers are often over-worked and operating under unsatisfactory conditions.

D.D.3.3.8 Back-up Staff

In a major disaster or emergency, the food service may have to operate on a 24-hour basis. Back-up staff will be needed to replace initial response staff and breaks must be mandated with existing staff to reduce fatigued and stress. Back up staff may have to be requested from other sites or staffing sources.

Depending on their experience or lack thereof will dictate which roles they will fulfill. Supporting roles such as food runners, cleaners, dishwashers, line servers require little training to be effective in such circumstances. Existing staff will be relied on for more critical roles.

D.D.3.4 Safe Procedures

Strict sanitary rules must be implemented to ensure that carefully selected, uncontaminated food and water does not become contaminated during meal preparations. Food-borne illnesses can be avoided by following good food-handling practices. All managers and supervisors are to ensure safe food handling by closely supervising:

- The water supply.
- Food-storage methods.
- Workers' personal hygiene.
- Food preparation and service.
- Waste disposal.
- Dishwashing and rinsing procedures.
- Kitchen sanitation.
- Hand washing and/or hand sanitizing ability.

D.D.3.5 Personal Hygiene

Personal hygiene regulations are well known, but constant supervision is needed to ensure basic rules are followed, especially if employees are held over or working extended shifts. To provide for effective personal hygiene our food handlers will:

- Wash hands frequently, before and during food preparation.
- Use of gloves whenever possible.

- Work on a clean surface.
- Use clean utensils.
- Wear a hat or hairnet.
- Stay home if sick.

D.D.3.6 Food

Food will be prepared and served according to the designated emergency menu plan, which will provide:

- Basic food service for up to 14 days.
- Breakfast, lunch, dinner and snack.
- Supply up to 3000 meals per day.

The food stock inventory will have the ability to supply fresh product for three days of consumption for 3000 meals at its current level. The availability of specific menus would be driven by the weekly menu of the current cycle rotation. In the event of an emergency it is mandated that the menu plan be immediately revised by the FSM to provide basic food service. The first 3 days of service would be comprised of ingredients that are fresh and highly perishable, provided facilities and food preparation equipment works and there is power and gas with working ventilation and staff is available. Although the offerings would be limited, the quality would equate to our current best methods. We will accommodate specific dietary needs, in accordance with standard procedures, whenever possible during the emergency conditions.

Disasters and emergencies place extra demands on personnel affected by the event. For instance, disaster workers require nutritious food to perform their duties due to the physical and emotional stress involved. A person's body and eating habits are often disrupted during emergencies. To address the situation, special considerations will be made in menu selection, food preparation and serving schedules. For example, as often as possible we will offer light, easily digested food such as:

- Non-stimulating drinks (fruit juices, water, lemonade, bouillon).
- Light desserts, fruits and cookies is possible .
- High-energy snacks (plain granola bars, cheese, fresh fruits and vegetables).
- Avoid spicy or extremely fatty foods that can cause physical problems in stressful situations.

D.D.3.7 Water

AGS will use existing potable water supplies to provide drinking water to the Krome SPC population unless the water supply is interrupted or contaminated. Additional bottled water will be procured and stored to provide adequate water for up to 1000 people over 14 days. Potable water sources will also be used for food preparation and cleaning, with bottled water used as required. AGS will negotiate vendor contracts for emergency delivery of potable water to assure adequate potable water resources for the duration of the emergency.

D.D.3.8 Employee Meals - Responsibilities and Schedules

The FSM will schedule regular meals and snacks as determined by the nature of the emergency. We will provide snacks and beverages for workers involved with strenuous disaster work and be observant for individuals who react to stress by not eating. During a disaster, workers must receive adequate amounts of food because long hours of work add additional stress. We will guard against extreme fatigue by considering the following points:

- They may forget about the need to eat, especially if their immediate tasks are urgent/enormous.
- The emergency is overwhelming and they are worried about their own family and home.

- Sights, sounds, and smells are distressing.
- Allow sufficient time for workers to eat.
- Serve meals away from the disaster area.
- Serve easily digestible meals, avoid heavy meals.
- Provide lots of fluids, especially when working in hot conditions.
- Provide nutritious food if possible.
- Have co-workers develop a buddy system reminding each other to take breaks and to eat.
- Encourage eating regularly, whether hungry or not.
- Avoid drinking stimulating beverages such as coffee, tea, and caffeinated soft drinks.

Generally, serious fatigue begins after working four to six hours into most responses. If the use of caffeinated beverages could be delayed for at least four hours, personnel would gain the best physiological benefit from them.

D.D.3.9 Importance of Nutritious Snacks

Nutritious snacks are especially essential if the disaster continues for any length of time. In particular:

- Encourage workers to drink 40 to 78 oz. of water per day limit or remove the consumption of heavily sweetened beverages.
- Provide juices or hot beverages if possible.
- Allow sufficient time for workers to eat.
- Serve easily digestible meals.

D.D.3.10 Operational Procedures for Storage Areas

Established procedures for food storage during emergency situations may need to be adapted due evacuation, power outages or damage to storage facilities.

D.D.3.10.1 Dry Food Storage

Under disaster conditions, storage facilities may not be ideal. It is particularly important to observe the following guidelines:

- Remove and dispose of any contaminated product if present, record product loss for future recap.
- Keep the storage area as cool and dry as possible.
- Watch for and eliminate rodents, pests and insects.
- Store foods on shelves to ensure proper air circulation and protect against dampness.
- Discard spoiled food; discard damaged canned goods record product loss for future recap.
- Utilize food in rotation, according to purchase dates and perishability.

D.D.3.10.2 Refrigerated and Frozen Storage

Refrigeration is vital during a disaster. Basic safeguards to follow include:

- Monitor temperatures with frequency during the disaster period.
- Avoid overcrowding – plan food storage for best use of space.
- In the event of power failure avoid unnecessary or frequent entry.
- Potentially hazardous food should be cooked well and cooled quickly by refrigerating below.

- Note when food was cooked.
- Place cooked foods above raw foods.
- Use up refrigerated product before using frozen.

D.D.3.11 Improvised Facilities

AGS personnel will improvise food service facilities, when necessary and as directed by the COR. As we prepare temporary or improvised facilities, our food services staff will pay particular attention to:

- The physical layout; water source, electric, traffic flow.
- Equipment and supplies.
- Staffing and job assignments may need adjusted to adapt to surroundings.
- Operational procedures.
- Sanitation (facilities and utensils).
- Support from other departments.

If meals are served outdoors, signs will be posted clearly indicating the location of the food reception area.

D.D.3.12 Expansion

As directed by the COR, AGS will assist with any expansion plans to increase the service capability of the institution. The food service department must be prepared to feed more people than expected, at any time during an emergency and without notice. These may include:

- Detainees, contractor staff and Government personnel.
- Visitors of detainees.
- Casualties, other evacuees.
- Aid workers, emergency service personal, other members from the community.

D.D.3.13 Physical Facilities

The standard procedure, if at all possible, is to use existing Krome SPC food service facilities throughout the emergency period. If the emergency renders all or parts of the food service areas unusable, with concurrence and by direction of the COR, other Krome SPC facilities will be assessed and identified as suitable substitution areas for specific food service functions. These areas will be set-up and used by the staff for food service operations until they are no longer needed due to a return to normal operations or the situation requires another site change. If the emergency requires evacuation of the facilities, at the direction of the COR, the food services staff will relocate as necessary to temporary or alternate facilities to continue food service support.

D.D.3.14 Menus

Special limited emergency menus for meals, including box lunch menus, will be created and ready for use during for emergencies. These menus will address a variety of emergency scenarios to include short term, long term and evacuation food service requirements. Actual menu application for a specific emergency will be decided after performing the following actions:

- Classification of the nature and duration of the emergency.
- Type and number of personnel affected.
- Determination of the number of meals required.
- Preparation of a food priority list.

- Inventory of food stock on hand.
- Availability of power, water and utilities.
- Capability to preserve food and maintain sanitation.
- Availability of food preparation and storage facilities.
- Arrangement of emergency food deliveries.

D.D.3.14 Staff

If warranted by the emergency situation, the AGS Project Manager and the FSM will consider additional staff needs and, with COR approval, solicit temporary help from other project sites or staffing sources. Key permanent staff will be used to direct new arrivals and monitor their performance. Qualified volunteers may also be used to effectively accomplish the EFSP.

D.D.3.15 Isolation (Survival)

The EFSP ideally will be in place to cover service disruptions and emergencies more than likely caused by severe weather. In the event of a major disaster or national emergency such as a hurricane or nuclear fallout, the emergency plan would focus on fundamental survival needs and the security of goods:

- Additional sources of safe drinking water; and protecting this source.
- Water rationing and distribution.
- Menus adapted to rationed food and water situations, or where cooking, refrigeration, and freezing facilities are lacking or non-existent.
- Food supply priorities and emergency supplies.
- The need for proper sanitation practices and safety regulations.

This would be coordinated and under the command of the Krome SPC emergency service personnel and the master emergency plan.

D.D.4. Summary:

In order for any emergency plan to be effective, it must be well planned, take into account all contingencies; be properly trained and routinely executed through drills and proficiency training. Under the AGS EFSP, all policies and procedures used have been developed from proven PBNDS 2011 compliant procedures for emergency food services plans currently in place at other ICE civil detention facilities. It is fully integrated with the overall Krome SPC Emergency Plan, and a detailed training plan and schedule are documented and scheduled.

Attachment E: ACA Expected Practice Requirements (NOTE: Changes from the ACA Standards Supplement are highlighted in yellow)

No.	Mand?	In K Scope?	ACA Standard Number	ACA Part Name	ACA Section Name	Practice Area	ACA Expected Practice
1	Y	AGS	4-ALDF-1A-01	Safety	Protection From Injury & Illness	Sanitation	Facility complies with all applicable laws & regulations of the governing jurisdiction, and there source that any past deficiencies noted in annual inspections have been corrected. The follo sanitation inspections of all facility areas by a qualified departmental staff member; (2) comp safety/sanitation specialist; (3) at least annual inspections by federal, state and/or local sanit persons.
2	Y	Shared	4-ALDF-1A-02	Safety	Protection From Injury & Illness	Sanitation	Disposal of liquid, solid and hazardous material complies with applicable Gov't regulations.
3	Y	Shared	4-ALDF-1A-03	Safety	Protection From Injury & Illness	Sanitation	Vermin & pests are controlled. A control plan includes, at a minimum, monthly inspections b
4	N	Shared	4-ALDF-1A-04	Safety	Protection From Injury & Illness	Housekeeping	The facility is clean and in good repair. A housekeeping and maintenance plan addresses al housekeeping and regular maintenance by assigning specific duties and responsibilities to st
5	N	ICE	4-ALDF-1A-05	Safety	Protection From Injury & Illness	Crowding	The number of inmates does not exceed the facility's rated bed capacity.
6	N	ICE	4-ALDF-1A-06	Safety	Protection From Injury & Illness	Physical Plant	The facility conforms to applicable federal, state and local building codes.
7	Y	ICE	4-ALDF-1A-07	Safety	Protection From Injury & Illness	Water Supply	The facility's potable water source and supply, whether owned and operated by the public wa annually by an independent, outside source to be in compliance with jurisdictional laws and r
8	N	Shared	4-ALDF-1A-08	Safety	Protection From Injury & Illness	Injury Prevention	The facility injury experience for serious inmate injuries is analyzed at least annually, problem developed and implemented, if applicable.
9	N	ICE	4-ALDF-1A-09 Rev Aug 2008	Safety	Protection From Injury & Illness	Inmate Housing	Single cells provide at least 35 square feet of unencumbered space. At least 70 square feet is confined for more than 10 hours per day.
10	N	ICE	4-ALDF-1A-10	Safety	Protection From Injury & Illness	Inmate Housing	Multiple-occupancy rooms/cells house between two and 64 occupants and provide 25 square When confinement exceeds 10 hours per day, at least 35 square feet of unencumbered spac
11	N	ICE	4-ALDF-1A-11	Safety	Protection From Injury & Illness	Inmate Housing	Each inmate confined in a cell/room is provided with the following: (1) a sleeping surface and inches off the floor; (2) access to a writing surface and proximate area to sit; (3) a place to st
12	N	ICE	4-ALDF-1A-12	Safety	Protection From Injury & Illness	Dayrooms	Dayrooms with space for varied inmate activities are situated immediately adjacent to inmate 35 square feet of space per inmate (exclusive of lavatories, showers and toilets) for the maxi one time. No dayroom encompasses less than 100 square feet of space, exclusive of lavato
13	N	ICE	4-ALDF-1A-13	Safety	Protection From Injury & Illness	Dayrooms	Dayrooms provide sufficient seating and writing surfaces. Dayroom furnishings are consisten assigned.
14	N	ICE	4-ALDF-1A-14 Rev Jan 2008	Safety	Protection From Injury & Illness	Environmental Conditions	Light levels in inmate cells/rooms are at least 20 foot-candles in personal grooming areas an facility is sufficient for the tasks performed. Measurements are documented by a qualified so accreditation cycle.
15	N	ICE	4-ALDF-1A-15 Rev Aug 2006	Safety	Protection From Injury & Illness	Environmental Conditions	All inmate rooms/cells provide the occupants with access to natural light. (Existing, renovatio
16	N	ICE	4-ALDF-1A-16 Rev Aug 2006	Safety	Protection From Injury & Illness	Environmental Conditions	All inmate rooms/cells provide the occupants with access to natural light by means of at least additional square feet of transparent glazing per inmate in rooms/cells with three or more inm
17	N	ICE	4-ALDF-1A-17	Safety	Protection From Injury & Illness	Environmental Conditions	Each dayroom provides a minimum of 12 square feet of transparent glazing with a view to th glazing per inmate whose room/cell does not contain an opening or window with a view to th
18	N	Shared	4-ALDF-1A-18-1 Added Aug 2008	Safety	Protection From Injury & Illness	Environmental Conditions	(New Construction Only) Noise levels in housing areas (in other words, dayrooms with adjac (a) Unoccupied -- 45 dba (A Scale), building service systems shall be on and in normal opera

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							reverberation time (T 60) must be less than 1.0 sec; (b) Occupied -- 70 dba (A Scale) for a m measurement in normal operating conditions. All monitoring shall be conducted in close prox correctional officer's post is not identified then monitoring shall be conducted at a location co Measurements shall be conducted a minimum of once per accreditation cycle by a qualified s
19	N	ICE	4-ALDF-1A-19 Rev Aug 2007	Safety	Protection From Injury & Illness	Environmental Conditions	A ventilation system supplies at least 15 cubic feet per minute of circulated air per occupant outside air. Toilet rooms, and cells with toilets, have no less than four air changes per hour u number of air changes. Air quantities are documented by a qualified technician not less than
20	N	Shared	4-ALDF-1A-20 Rev Aug 2006	Safety	Protection From Injury & Illness	Environmental Conditions	Temperature is mechanically raised or lowered to acceptable comfort levels.
21	N	Shared	4-ALDF-1A-21	Safety	Protection From Injury & Illness	Smoking	Smoking is not allowed in the facility.
22	N	ICE	4-ALDF-1A-22	Safety	Protection From Injury & Illness	Physical Plant	Adequate space is provided for janitorial closets accessible to the living and activity areas. T implements.
23	N	ICE	4-ALDF-1A-23	Safety	Protection From Injury & Illness	Physical Plant	Separate and adequate space is provided for mechanical and electrical equipment.
24	N	AGS	4-ALDF-1B-01	Safety	Vehicle Safety	Vehicles	The use and security of facility vehicles are governed by policy and procedure.
25	N	AGS	4-ALDF-1B-02	Safety	Vehicle Safety	Vehicles	The use of personal vehicles for official purposes is governed by policy and procedures that
26	N	Shared	4-ALDF-1B-03	Safety	Vehicle Safety	Vehicles	An annual safety inspection of all vehicles is conducted by qualified individuals and in accord owned, leased or used in the operation of the facility.
27	N	Shared	4-ALDF-1B-04	Safety	Vehicle Safety	Vehicles	Safety repairs are completed immediately. Vehicles are not used again until repairs are mad
28	N	Shared	4-ALDF-1B-05	Safety	Vehicle Safety	Vehicles	Vehicles are operated only by licensed drivers.
29	N	AGS	4-ALDF-1B-06	Safety	Vehicle Safety	Inmate Transport	Transportation of inmates outside the facility emphasizes safety and security. Procedures an Only qualified personnel implement transport.
30	Y	AGS	4-ALDF-1C-01	Safety	Emergency Preparedness/Response	Emergencies	There is a plan that guides the facility response to emergencies. All facility personnel are tra emergency plan.
31	Y	AGS	4-ALDF-1C-02	Safety	Emergency Preparedness/Response	Emergencies	An evacuation plan is used in the event of fire or major emergency. The plan is approved by application of national fire safety codes and is reviewed annually, updated if necessary, and includes the following: (1) location of the building/room floor plan; (2) use of exit signs and d publicly posted plan; (4) at least quarterly drills in all facility locations, and on every shift, in involves only staff in instances when evacuation of extremely dangerous inmates is not advis
32	Y	AGS	4-ALDF-1C-03	Safety	Emergency Preparedness/Response	Emergencies	There is a means for the immediate release of inmates from locked areas in case of emergen
33	Y	AGS	4-ALDF-1C-04	Safety	Emergency Preparedness/Response	Emergencies	The facility has exits that are properly positioned, are clear from obstruction, and are distinctl evacuation of inmates and staff in the event of a fire or other emergency. All housing areas s have two exits.
34	Y	AGS	4-ALDF-1C-05	Safety	Emergency Preparedness/Response	Emergencies	There is a plan that specifies the procedures to be followed in situations that threaten facility limited to: riots, hunger strikes, disturbances, escapes, and the taking of hostages. The plan reviewed at least annually, and updated, as needed.
35	N	AGS	4-ALDF-1C-06	Safety	Emergency	Emergencies	A plan provides for continuing operations in the event of a staff work stoppage or other job ac

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					Preparedness/Response		appropriate supervisory personnel.
36	Y	ICE	4-ALDF-1C-07	Safety	Emergency Preparedness/Response	Fire Safety	The facility conforms to applicable federal, state and/or local fire safety codes. The authority alarm and automatic detection system are required, as approved by the authority having jurisdiction. Other deficiencies within a reasonable time period. The authority approves any variances, except those that constitute a serious life-safety threat to the occupants of the facility.
37	Y	Shared	4-ALDF-1C-08	Safety	Emergency Preparedness/Response	Fire Safety	The facility's fire prevention regulations and practices ensure the safety of staff, inmates and an adequate fire protection service; (2) availability of fire hoses or extinguishers at appropriate locations.
38	Y	AGS	4-ALDF-1C-09	Safety	Emergency Preparedness/Response	Fire Safety	There is a comprehensive and thorough monthly inspection of the facility by a qualified fire and safety professional. There is a weekly fire and safety inspection of the facility by a qualified fire and safety professional. There is an annual inspection by local or state fire officials. Fire equipment is tested at least quarterly. There is an annual inspection by local or state fire officials.
39	Y	ICE	4-ALDF-1C-10	Safety	Emergency Preparedness/Response	Fire Safety	Facility furnishings meet fire safety performance requirements.
40	Y	Shared	4-ALDF-1C-11	Safety	Emergency Preparedness/Response	Fire Safety	Flammable, toxic. And caustic materials are controlled and used safely.
41	Y	ICE	4-ALDF-1C-12 Rev Aug 2005	Safety	Emergency Preparedness/Response	Emergency Power & Communications	Essential lighting and life-sustaining functions are maintained inside the facility and with the outside world.
42	N	ICE	4-ALDF-1C-13	Safety	Emergency Preparedness/Response	Emergency Power & Communications	Preventive maintenance is guided by a plan that provides emergency repairs or replacement of equipment.
43	N	Shared	4-ALDF-1C-14	Safety	Emergency Preparedness/Response	Emergency Power & Communications	Safety and security equipment is repaired or replaced immediately by qualified personnel.
44	N	ICE	4-ALDF-1C-15	Safety	Emergency Preparedness/Response	Emergency Power & Communications	Emergency equipment and systems are tested at least quarterly. Power generators are inspected at least quarterly, or in accordance with the manufacturer's recommendations and instruction manual.
45	N	Shared	4-ALDF-2A-01 Rev Jan 2007	Security	Protection From Harm	Control	Space is provided for a 24-hour continuously staffed secure control center for monitoring and communications systems. Staff assigned to a control center have access to a toilet and wash facilities between the control center and inmate occupied areas.
46	N	N/A	4-ALDF-2A-02 Deleted Jan 2007	Security	Protection From Harm	Control	Deleted January 2007
47	N	AGS	4-ALDF-2A-03	Security	Protection From Harm	Control	Correctional Officer posts are located in or immediately adjacent to inmate living areas to permit quick response to emergency situations.
48	N	AGS	4-ALDF-2A-04	Security	Protection From Harm	Control	There are current written orders for every correctional officer post. Officers assigned to those posts understand the orders and record the date. The facility administrator or designee reviews posts weekly.
49	N	AGS	4-ALDF-2A-05 Rev Aug 2010	Security	Protection From Harm	Control	Inmates classified as medium or maximum security risks are personally observed by an officer on a regular schedule. Inmates classified as minimum or low security risks are personally observed by an officer on a regular schedule.
50	N	AGS	4-ALDF-2A-06	Security	Protection From Harm	Control	The facility administrator or assistant facility administrator, and designated department heads meet weekly to encourage informal contact with staff and inmates and to informally observe living conditions.
51	N	AGS	4-ALDF-2A-07	Security	Protection From Harm	Control	The facility perimeter ensures inmates remain within the perimeter and that access by the general public is restricted. Pedestrians and vehicles enter and leave at designated points in the perimeter. Only breaches in the perimeter are authorized.
52	N	AGS	4-ALDF-2A-08	Security	Protection From Harm	Control	When both males and females are housed in a facility, at least one male staff member and one female staff member are present at all times.
53	N	AGS	4-ALDF-2A-09	Security	Protection From Harm	Control	No inmate or group of inmates is given control, or allowed to exert authority, over other inmates.

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54	N	AGS	4-ALDF-2A-10	Security	Protection From Harm	Control	All inmate movement from one area to another is controlled by staff.
55	N	AGS	4-ALDF-2A-11	Security	Protection From Harm	Control	Correctional staff maintain a permanent log and prepare shift reports that record routine information on inmate incidents.
56	N	AGS	4-ALDF-2A-12	Security	Protection From Harm	Control	Supervisory staff conducts a daily patrol, including holidays and weekends, of all areas occupied by inmates. Patrols and inspections are documented.
57	N	AGS	4-ALDF-2A-13 Rev Aug 2007	Security	Protection From Harm	Control	Written policy, procedure, and practice require that the chief security officer or qualified designee inspect security devices noting the items needing repair or maintenance. The inspections are reported to the chief security officer.
58	N	AGS	4-ALDF-2A-14	Security	Protection From Harm	Staffing	A comprehensive staffing analysis is conducted annually. The staffing analysis is used to determine the number of staff that are calculated for each classification of staff that is assigned to relieved posts or positions. The staffing plan, are consistently filled with qualified personnel.
59	N	AGS	4-ALDF-2A-15	Security	Protection From Harm	Staffing	The facility uses a staffing analysis to determine the essential positions needed to perform the scope of services. A staffing plan is developed and implemented from this analysis. The plan is approved by the authority.
60	N	AGS	4-ALDF-2A-16	Security	Protection From Harm	Inmate Counts	There is an inmate population management system that includes records on the admission, release, and other information.
61	N	AGS	4-ALDF-2A-17	Security	Protection From Harm	Inmate Counts	The facility has a system for physically counting inmates. The system includes strict accounting of inmates, including educational release, furloughs, and other approved temporary absences. At least one formal count is conducted more than three counts daily.
62	N	AGS	4-ALDF-2A-18	Security	Protection From Harm	Facility Design	Physical plant designs facilitate continuous personal contact and interaction between staff and inmates. The facility is constructed to facilitate continuous staff observation, excluding electronic surveillance, of cell areas, dayrooms and recreation spaces. (Renovation, addition new construction only)
63	N	AGS	4-ALDF-2A-19	Security	Protection From Harm	Reception	Prior to accepting custody of an inmate, staff determines that the inmate is legally committed to the facility and that the inmate is of immediate medical attention.
64	N	AGS	4-ALDF-2A-20	Security	Protection From Harm	Reception	The inmate and his/her property are immediately searched upon arrival at the facility.
65	N	Shared	4-ALDF-2A-21 Rev Jan 2007	Security	Protection From Harm	Reception	Revised January 2007. Admission processes for a newly admitted inmate include, but are not limited to: (1) information to be used for mail and visiting list; (2) information on inmate property, including money and other valuables. The inmate is given a receipt for all property. (b)(7)(E) (b)(7)(E)
66	N	AGS	4-ALDF-2A-22	Security	Protection From Harm	Reception	Newly admitted inmates are separated from the general population during the admission process. The separation is based on setting according to their immediate security needs, physical and mental condition, and other factors.
67	N	N/A	4-ALDF-2A-23 Deleted Jan 2007	Security	Protection From Harm	Reception	Deleted January 2007
68	N	AGS	4-ALDF-2A-24	Security	Protection From Harm	Reception	Space is provided for storing the personal property of inmates safely and securely.
69	N	AGS	4-ALDF-2A-25	Security	Protection From Harm	Reception	Before reassignment from intake and short-term holding, there is an initial classification of the inmate based on the issues.
70	N	AGS	4-ALDF-2A-26	Security	Protection From Harm	Reception	Prior to placing an inmate in the general population, the inmate is given the opportunity to speak with a staff member.
71	N	AGS	4-ALDF-2A-27	Security	Protection From Harm	Orientation	Prior to being placed in the general population, each inmate is provided with an orientation to the facility. The orientation includes: (1) written materials describing rules and sanctions; (2) explanation of mail and visiting procedures; (3) explanation of inmate services, programs, and eligibility requirements; (4) explanation of grievance procedures; (5) explanation of all fees, charges, or copayments; (6) information on inmate services, programs, and eligibility requirements; (7) information on how to access medical care. This information is contained in a written handbook that is given to each inmate. The handbook is updated annually.

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							spoken by significant numbers of inmates.
72	N	AGS	4-ALDF-2A-28	Security	Protection From Harm	Orientation	If an inmate cannot read, orientation materials are read to the inmate by a staff member, or a tape. For inmates who do not speak English, interpretive services are provided. Inmates view orientation and of the inmate handbook and written orientation materials. Signed acknowledgment is placed in the inmate's file.
73	N	AGS	4-ALDF-2A-29	Security	Protection From Harm	Orientation	Information is provided to inmates about sexual abuse/assault including: (1) prevention/intervention; (2) reporting; (3) treatment and counseling; (4) treatment and counseling. The information is communicated orally and in writing to the inmate, upon arrival at the facility.
74	N	AGS	4-ALDF-2A-30	Security	Protection From Harm	Classification & Separation	There is a formal classification process that starts at admission, for managing separating inmates into groups, classification goals, and inmate custody and program needs. The process is used to separate inmates into groups that reduce the risk of harm to the minimum, the classification system evaluates the following: (b)(7)(F)
75	N	AGS	4-ALDF-2A-31	Security	Protection From Harm	Classification & Separation	The inmate classification process ensures periodic review of inmate status, and revision of inmate behavior or circumstances. There is a process for appeal of classification decisions.
76	N	AGS	4-ALDF-2A-32	Security	Protection From Harm	Classification & Separation	Inmate management and housing assignment are based on age, gender, legal status, custody status, and behavior. Male and female inmates are housed in separate rooms/cells.
77	N	AGS	4-ALDF-2A-33	Security	Protection From Harm	Classification & Separation	The facility supports inmate separation according to existing laws and regulation and/or accreditation (new construction)
78	N	AGS	4-ALDF-2A-34 Rev Jan 2007	Security	Protection From Harm	Classification & Separation	Single occupancy cells/rooms are provided when indicated for the following: (1) maximum and minimum occupancy; (2) disabilities; (b)(7)(F) No less than 10 percent for single occupancy.
79	N	N/A	4-ALDF-2A-35 Deleted Jan 2007	Security	Protection From Harm	Classification & Separation	Deleted Jan 2007
80	N	N/A	4-ALDF-2A-36	Security	Protection From Harm	Classification & Separation	Inmates participating in work or educational release programs are separated from inmates in the facility.
81	N	N/A	4-ALDF-2A-37 Rev Aug 2008	Security	Protection From Harm	Youthful Offenders	Confinement of juveniles under the age of 18 is prohibited unless a court finds that it is in the best interest of the juvenile awaiting trial or other legal process be treated as an adult for the purposes of prosecution and confinement required by statute to be confined in an adult facility.
82	N	N/A	4-ALDF-2A-38	Security	Protection From Harm	Youthful Offenders	If youthful offenders are housed in the facility, they are housed in a specialized unit for youthful offenders who pose an undue risk of harm to others within the specialized unit; (2) a qualified professional documents that the youthful offender would benefit from placement outside the unit. (Remaining)
83	N	N/A	4-ALDF-2A-39	Security	Protection From Harm	Youthful Offenders	Direct supervision is employed in the specialized unit to ensure the safety and security of youthful offenders.
84	N	N/A	4-ALDF-2A-40	Security	Protection From Harm	Youthful Offenders	Classification plans for youthful offenders determine the level of risk and program needs development. Classification plans include consideration of (b)(7)(F)
85	N	N/A	4-ALDF-2A-41	Security	Protection From Harm	Youthful Offenders	Adequate program space is provided to meet the physical, social, and emotional needs of youthful offenders through interactions and group-oriented activities.
86	N	N/A	4-ALDF-2A-42	Security	Protection From Harm	Youthful Offenders	Youthful offenders in the specialized unit for youthful inmates have no more than incidental contact with other inmates outside the unit in living, program, dining, or other common areas of the facility. Any other contact is in conformance with applicable legal requirements.
87	N	N/A	4-ALDF-2A-43	Security	Protection From Harm	Youthful Offenders	Program personnel who work with youthful offenders are trained in the developmental, safety, and supervision. Written job descriptions and qualifications require training for staff who are responsible for program delivery in the specialized unit before being assigned to work with youthful offenders. Training includes, but is not limited to:

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88	N	AGS	4-ALDF-2A-44	Security	Protection From Harm	Special Management Inmates	The facility administrator or designee can order immediate segregation when it is necessary reviewed within 72 hours by the appropriate authority.
89	Y	AGS	4-ALDF-2A-45	Security	Protection From Harm	Special Management Inmates	When an inmate is transferred to segregation, health care personnel are informed immediately by the protocols established by the health authority. Unless medical attention is needed more than a daily visit from a health care provider. The presence of a health care provider in segregation authority determines the frequency of physician visits to segregation units.
90	N	AGS	4-ALDF-2A-46	Security	Protection From Harm	Special Management Inmates	An inmate is admitted to protective custody status when there is documentation that protective alternatives are available.
91	N	AGS	4-ALDF-2A-47	Security	Protection From Harm	Special Management Inmates	An inmate is placed in disciplinary detention for a rule violation only after a hearing.
92	N	AGS	4-ALDF-2A-48	Security	Protection From Harm	Special Management Inmates	The status of inmates in administrative segregation and protective custody is reviewed every 30 days thereafter.
93	N	AGS	4-ALDF-2A-49	Security	Protection From Harm	Special Management Inmates	There is a review process used to release an inmate from administrative segregation or protective custody.
94	N	AGS	4-ALDF-2A-50 Rev Aug 2008	Security	Protection From Harm	Special Management Inmates	There is a sanctioning schedule for rule violations. The maximum sanction for rule violations is out of one incident. Continuous confinement for more than 30 days requires the review and approval of the Standards Committee.
95	N	ICE	4-ALDF-2A-51 Interpretation Aug 2004	Security	Protection From Harm	Special Management Inmates	Segregation housing units provide living conditions that approximate those of the general inmate population. Segregation cells/rooms permit the inmates assigned to them to converse with other inmates. Segregation cells/rooms used for segregation are single occupancy and encompass at least 70 square feet of floor area. Interpretation August 2004. The Standards Committee determined that segregation housing units must be used for segregation.
96	N	AGS	4-ALDF-2A-52 Rev Aug 2011	Security	Protection From Harm	Special Management Inmates	Written policy, procedure, and practice require that all special management inmates are present in their cells for at least one hour, but no more than 40 minutes apart, on an irregular schedule. Inmates who are violent or exhibit unusual or bizarre behavior receive more frequent observation; suicidal inmates are under constant observation.
97	N	AGS	4-ALDF-2A-53 Rev Jan 2005	Security	Protection From Harm	Special Management Inmates	Inmates in segregation receive daily visits from the facility administrator or designee, and medical attention as needed.
98	N	AGS	4-ALDF-2A-54 Rev Aug 2007	Security	Protection From Harm	Special Management Inmates	Staff assigned to work directly with inmates in special management units are selected based on: (1) probationary period; (2) experience; (3) suitability for this population. Staff are closely supervised and receive training at least annually. There are provisions for rotation to other duties.
99	N	AGS	4-ALDF-2A-55 Rev Jan 2007	Security	Protection From Harm	Special Management Inmates	Staff operating special management units maintain a permanent log that contains at a minimum the following information: (1) name; (2) number; (3) housing location; (4) date admitted; (5) tentative release date; (6) special medical or psychiatric problems or needs. Officials who interview inmates in segregation, and all releases also use the log to record all visits.
100	N	AGS	4-ALDF-2A-56	Security	Protection From Harm	Special Management Inmates	All inmates in special management units are provided prescribed medication, clothing that is necessary for use in their cells unless there is imminent danger that an inmate or any other inmate will be harmed by the use of the items.
101	N	AGS	4-ALDF-2A-57	Security	Protection From Harm	Special Management Inmates	Inmates in special management units have the opportunity to shave and shower at least three times per week. Inmates in special management units receive laundry, barbering, and hair care services, and are issued and exchanged on the same basis as inmates in the general population. Exceptions are permitted only when determined by the unit log and justified in writing.
102	N	AGS	4-ALDF-2A-58	Security	Protection From Harm	Special Management Inmates	When an inmate in segregation is deprived of any usual authorized items or activity, a report is filed with the facility administrator.
103	N	AGS	4-ALDF-2A-59	Security	Protection From Harm	Special Management Inmates	If an inmate uses food or food service equipment in a manner that is hazardous to self, staff, or other inmates, alternative meal service is provided. Alternative meal service is on an individual basis, is based on health or safety concerns, and occurs with the written approval of the facility administrator or designee and does not exceed seven days.
104	N	AGS	4-ALDF-2A-60	Security	Protection From Harm	Special Management Inmates	Inmates in special management units can write and receive letters on the same basis as inmates in the general population.

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105	N	AGS	4-ALDF-2A-61	Security	Protection From Harm	Special Management Inmates	Inmates in special management units have opportunities for visitation unless there are substantial denials for visitation are documented.
106	N	AGS	4-ALDF-2A-62	Security	Protection From Harm	Special Management Inmates	Inmates in special management units have access to legal materials.
107	N	AGS	4-ALDF-2A-63	Security	Protection From Harm	Special Management Inmates	Inmates in special management units have access to reading materials.
108	N	AGS	4-ALDF-2A-64	Security	Protection From Harm	Special Management Inmates	Inmates in special management units receive a minimum of one hour of exercise per day unless safety considerations dictate otherwise.
109	N	AGS	4-ALDF-2A-65	Security	Protection From Harm	Special Management Inmates	Inmates in disciplinary detention are allowed limited telephone privileges consisting of telephone access for judicial process and family emergencies as determined by the facility administrator or designee.
110	N	AGS	4-ALDF-2A-66	Security	Protection From Harm	Special Management Inmates	Inmates in administrative segregation and protective custody have access to programs and services: (1) commissary services; (2) commissary services; (3) library services; (4) social services; (5) commissary services; (6) recreational programs; (7) telephone access.
111	Y	AGS	4-ALDF-2B-01	Security	Use of Physical force	Use of force	The use of physical force is restricted to instances of justifiable self-defense, protection of others, escapes, and then only as a last resort and in accordance with appropriate statutory authority and policy.
112	N	AGS	4-ALDF-2B-02-01 Added Aug 2008	Security	Use of Physical force	Use of force	Restraint devices are never applied as punishment. There are defined circumstances under which restraints are used. 2B-02-01: Written policy, procedure and practice, in general, prohibit the use of restraints on pregnant offenders and the delivery of a child. Any deviation from the prohibition requires approval from the medical authority and is based on documented serious security risks. The medical authority must approve restraints on pregnant offenders prior to active labor and delivery.
113	Y	AGS	4-ALDF-2B-03 Rev Jan 2011	Security	Use of Physical force	Use of force	(b)(7)(F) restraints are used only in extreme instances and only when other types of restraints are not available and the inmate is in jeopardy. Advance approval is secured from the facility administrator/designee. Subsequently, the health authority or designee must be notified to assess the inmate's condition and advise whether, on the basis of serious danger to self or others, the inmate should be in a medical unit for involuntary treatment with sedation and/or other medical management, as appropriate. If the inmate is in a health unit and is restrained in a (b)(7)(F) position, the following minimum procedures are to be followed: (1) continuous prior to obtaining approval from the health authority or designee; subsequent visual monitoring of the inmate; (2) restraint procedures are in accordance with guidelines approved by the designated health authority.
114	N	AGS	4-ALDF-2B-04	Security	Use of Physical force	Weapons	Procedures govern the availability, control, and use of firearms, less lethal devices, and related equipment. Authority required for their access and use. (b)(7)(F)
115	N	AGS	4-ALDF-2B-05	Security	Use of Physical force	Weapons	Space is provided for the secure storage of less lethal devices and related security equipment and the storage space is located in an area separate and apart from inmate housing or activities.
116	N	AGS	4-ALDF-2B-06 Rev Jan 2008	Security	Use of Physical force	Weapons	The facility maintains a record of routine and emergency distribution of security equipment. Equipment are inventoried at least monthly to determine their condition and expiration dates.
117	N	AGS	4-ALDF-2B-07	Security	Use of Physical force	Weapons	Written reports are submitted to the facility administrator or designee no later than the conclusion of the shift. Inmate(s) remaining in restraints at the end of the shift. (1) Discharge of a firearm or other weapon; (2) Use of less lethal devices to control inmate(s); (3) Inmate(s) remaining in restraints at the end of the shift.
118	Y	AGS	4-ALDF-2B-08	Security	Use of Physical force	Weapons	The use of firearms complies with the following requirements: (1) Weapons are subjected to a thorough inspection; (2) Weapons are stored in a secure container; (3) Except in emergency situations, as night-sticks are permitted only in designated areas to which inmates have no access; (4) Inmates are instructed to follow perimeter follow procedures for the security of weapons; (5) Employees are instructed to use force only when necessary and found ineffective, unless the employee believes that a person's life is immediately in jeopardy; (6) Firearms or other security equipment that have been approved by the facility administrator; and (7) Firearms or other security equipment that have been approved by the facility administrator; and (8) Firearms or other security equipment that have been approved by the facility administrator.

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							facilitate safe unloading and loading of firearms.
119	N	AGS	4-ALDF-2C-01 Rev Jan 2007	Security	Contraband	Searches	Procedures guide searches of facilities and inmates to control contraband.
120	N	N/A	4-ALDF-2C-02	Security	Contraband	Canine Units	When a canine unit is operated by the facility: (1) There is a mission statement, including goals; (2) Criteria for when canine units may be used are clearly defined; (3) Emergency plans for canine use are integrated into the facility's emergency plan; (4) There are criteria for selecting, training, and evaluating physical fitness of handlers; (5) There are procedures for inspection, housing, transportation, and daily grooming for the animals; and (6) There are procedures for handling bites, dogs, and significant events.
121	N	AGS	4-ALDF-2C-03	Security	Contraband	Arrestee Strip Search	A strip search of an arrestee at intake shall only be conducted when there is reasonable belief of an item of contraband. The least-invasive form of search is conducted. Reasonable belief is based on: (1) Convictions for escape, possession of drugs or weapons, or crimes of violence; (2) Current or past possession or refusals to be searched or (3) Contact with the public or exposure to public areas.
122	N	AGS	4-ALDF-2C-04	Security	Contraband	Inmate Strip Search	A strip search of general population inmates is only conducted when there is reasonable belief of an item of contraband. The least-invasive form of search is conducted.
123	N	ICE	4-ALDF-2C-05	Security	Contraband	Body Cavity search	Manual or instrument inspection of body cavities is conducted only when there is reasonable belief of an item of contraband and when authorized by the facility administrator or designee. Health care personnel conduct body cavity searches.
124	N	AGS	4-ALDF-2C-06	Security	Contraband	Disposition of Evidence	Procedures govern the preservation, control, and disposition of all physical evidence obtained from inmates. Institutional regulation. At a minimum, the procedures address the following: (1) chain of custody; (2) storage requirements; (3) manner of disposition
125	Y	AGS	4-ALDF-2D-01	Security	Access to Keys, Tools, & Utensils	Key, Tool, Utensil Control	The use of keys is controlled.
126	Y	AGS	4-ALDF-2D-02	Security	Access to Keys, Tools, & Utensils	Key, Tool, Utensil Control	The use of tools and culinary equipment is controlled.
127	Y	ICE	4-ALDF-2D-03	Security	Access to Keys, Tools, & Utensils	Key, Tool, Utensil Control	Medical and dental instruments, equipment, and supplies (syringes, needles, and other sharp instruments) are controlled.
128	N	AGS	4-ALDF-3A-01	Order	Inmate Discipline	Rules and Discipline	Rules of inmate conduct specify acts prohibited within the facility and the range of penalties for rule violation. The rules are reviewed annually and updated, if necessary.
129	N	AGS	4-ALDF-3A-02	Order	Inmate Discipline	Rules and Discipline	Disciplinary procedures governing inmate rule violations address the following: (1) rules; (2) inmate grievances; (3) inmate complaints; (4) disciplinary reports; (5) pre-hearing actions/investigation; (6) pre-hearing detention
130	N	AGS	4-ALDF-4A-01	Care	Food Service	Food Service	Dining space is large enough to allow meals to be served, affording each inmate the opportunity to eat each meal.
131	N	ICE	4-ALDF-4A-02	Care	Food Service	Food Service	The food preparation area includes space and equipment for food preparation based on population and methods of meal service. There are sanitary, temperature-controlled areas for food storage.
132	N	ICE	4-ALDF-4A-03	Care	Food Service	Food Service	Toilet and washbasin facilities are available to food service personnel and inmates in the vicinity of the dining area.
133	N	AGS	4-ALDF-4A-04	Care	Food Service	Food Service	A person who is experienced in food service management supervises food service operations.
134	N	AGS	4-ALDF-4A-05	Care	Food Service	Food Service	Food Service budgeting, purchasing, and accounting practices, include but are not limited to: (1) budgeting and accounting designed to determine cost per meal per inmate; (2) estimation of food service requirements

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							and other favorable prices and conditions, when possible; (4) determination of and responsive refrigeration of food, with specific storage periods.
135	N	AGS	4-ALDF-4A-06	Care	Food Service	Food Service	Accurate records are maintained of all meals served.
136	Y	AGS	4-ALDF-4A-07	Care	Food Service	Dietary Allowances	The facility's dietary allowances are reviewed at least annually by a qualified nutritionist or di recommended dietary allowances for basic nutrition for appropriate age groups. Menu evalu service supervisory staff to verify adherence to the established basic daily servings.
137	N	AGS	4-ALDF-4A-08	Care	Food Service	Dietary Allowances	Food Service staff plans menus and substantially follows the plan. The planning and prepara flavor, texture, temperature, appearance, and palatability. Menu substitutions are recorded.
138	N	AGS	4-ALDF-4A-09 Revised Aug 2004	Care	Food Service	Therapeutic Diets	Therapeutic diets are provided as prescribed by appropriate clinicians. A therapeutic diet ma services for reference and information. Prescriptions for therapeutic diets should be specific service manager, and rewritten annually, or more often as clinically indicated.
139	N	AGS	4-ALDF-4A-10	Care	Food Service	Therapeutic Diets	Special diets are provided for inmates whose religious beliefs require the adherence to religio chaplain.
140	Y	AGS	4-ALDF-4A-11	Care	Food Service	Food Service Facilities	The is documentation by an independent, outside source that food service facilities and equi safety codes. Corrective action is taken on deficiencies, if any.
141	N	AGS	4-ALDF-4A-12 4A-12-1 Added Aug 2011	Care	Food Service	Food Service Training	All staff, contractors, and inmate workers are trained in the use of equipment safety procedur 4A-12-1 Added August 2011. All staff, contractors, and inmate workers who work in the food service equipment and in the safety procedures to be followed in the food services departme
142	Y	AGS	4-ALDF-4A-13	Care	Food Service	Health Protection	There is adequate health protection for all inmates and staff in the facility, and for inmates an the following: (1) where required by laws and/or regulations applicable in the community whe the preparation of the food receive a pre-assignment medical examination and periodic reexa infections, and other illnesses transmissible by food or utensils. (2) all examinations are cond when an outside agency or individual provides the facility's food services, the facility has writ with the state and local regulations regarding food service (4) all food handlers are instructed after using toilet facilities. Inmates and other persons working in food service are monitored e service supervisor or designee.
143	N	AGS	4-ALDF-4A-14	Care	Food Service	Health Protection	When required by statue, food products that are grown or produced within the system are ins government agency; there is a distribution system that ensures prompt delivery of foodstuffs
144	Y	AGS	4-ALDF-4A-15	Care	Food Service	Health Protection	There are weekly inspections of all food service areas, including dining and food preparation or dietary personnel; these include the person supervising food service operations of his/her recorded daily by administrative, medical, or dietary personnel.
145	Y	AGS	4-ALDF-4A-16 Rev Aug 2005	Care	Food Service	Health Protection	Stored shelf goods are maintained at 45 degrees to 80 degrees Fahrenheit, refrigerated food frozen foods at 0 degrees Fahrenheit or below, unless national or state health codes specify recorded daily.
146	N	AGS	4-ALDF-4A-17	Care	Food Service	Food Service Management	Meals are prepared, delivered, and served under staff supervision.
147	N	AGS	4-ALDF-4A-18	Care	Food Service	Food Service Management	Three meals, including at least two hot meals, are provided at regular times during each 24 h the evening meal and breakfast. Variations may be allowed based on weekend and holiday f goals are met.
148	N	ICE	4-ALDF-4B-01	Care	Hygiene	Storage Space	Space is provided in the facility to store and issue clothing, bedding, cleaning supplies, and o
149	N	AGS	4-ALDF-4B-02 Rev Aug 2007	Care	Hygiene	Bedding Issue	Written policy, procedure, and practice provide for the issue of suitable, clean bedding and lin one mattress, not to exclude a mattress with integrated pillow, and sufficient blankets to prov There is provision for linen exchange, including towels, at least weekly. Blanket exchange m

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165	N	ICE	4-ALDF-4C-09	Care	Continuum of Health Care Services	Infirmiry Care	If infirmiry care is provided onsite, it includes, at a minimum, the following: (1) definition of th physician on call or available 24 hours per day; (3) health care personnel have access to a p hours per day when patients are present; (4) all inmates/patients are within sign or sound of includes nursing care procedures; (6) and infirmiry record that is a separate and distinct sect compliance with applicable state statues and local licensing requirements.
166	N	ICE	4-ALDF-4C-10	Care	Continuum of Health Care Services	Washbasins	Inmates in the medical housing unit or infirmiry area have access to operable washbasins w of one basin for every 12 occupants, unless state or local building or health codes specify a
167	N	ICE	4-ALDF-4C-11	Care	Continuum of Health Care Services	Bathing Facilities	Sufficient bathing facilities are provided in the medical housing unit or infirmiry area to allow facility is configured and equipped to accommodate inmates who have physical impairments bathing is thermostatically controlled to temperature ranging from 100 degrees Fahrenheit to
168	N	ICE	4-ALDF-4C-12	Care	Continuum of Health Care Services	Toilets	Inmates in the medical housing unit or infirmiry area have access to toilets and hand-washing toilet facilities without staff assistance. Toilets are provided at a minimum ratio of one for ever eight inmates in female facilities. Urinals may be substituted for up to one-half of the toilets in more inmates have a minimum of two toilets. These ratios apply unless state or local building
169	Y	N/A	4-ALDF-4C-13	Care	Continuum of Health Care Services	Pregnancy Management	If female inmates are housed, access to pregnancy management services is available. Provi following: (1) pregnancy testing; (2) routine and high-risk prenatal care; (3) management of c comprehensive counseling and assistance; (5) appropriate nutrition; (6) postpartum follow-up
170	Y	ICE	4-ALDF-4C-14	Care	Continuum of Health Care Services	Communicable Disease and Infection Control Program	There is a written plan that addresses the management of infectious and communicable dise prevention, education, identification, surveillance, immunization (when applicable), treatment reporting requirements to applicable local, state, and federal agencies. A multidisciplinary tea administrative representatives, meets at least quarterly to review and discuss communicable work with the responsible public health authority to establish policy and procedure that includ staff and inmates; control, treatment, and prevention strategies, which may include screening housing arrangements, as appropriate; protection of individual confidentiality; and media relat
171	N	ICE	4-ALDF-4C-15	Care	Continuum of Health Care Services	Communicable Disease and Infection Control Program	There is a written plan that addresses the management of tuberculosis. The plan includes pr infection, surveillance, treatment, including treatment of latent tuberculosis, follow-up, and is
172	Y	ICE	4-ALDF-4C-16	Care	Continuum of Health Care Services	Communicable Disease and Infection Control Program	There is a written plan that addresses the management of hepatitis A, B, and C. The plan inc surveillance, immunization when applicable, treatment, when indicated, follow-up, and isolati
173	Y	ICE	4-ALDF-4C-17	Care	Continuum of Health Care Services	Communicable Disease and Infection Control Program	There is a written plan that addresses the management of HIV infection. The plan includes p immunization; when applicable, treatment; when indicated, follow-up, and isolation, when ind
174	Y	AGS	4-ALDF-4C-18	Care	Continuum of Health Care Services	Communicable Disease and Infection Control Program	There is a plan for the management of biohazardous waste and for the decontamination of m applicable local, state, and federal regulations.
175	Y	ICE	4-ALDF-4C-19	Care	Continuum of Health Care Services	Chronic Care	Inmates with chronic conditions such as hypertension, diabetes, and other diseases, receive monitoring of medications; (2) laboratory testing; (3) use of chronic care clinics.
176	N	ICE	4-ALDF-4C-20	Care	Continuum of Health Care Services	Dental Care	Routine and emergency dental care is provided to each inmate under the direction and super scope of available dental services, including emergency dental care, which includes the foll (1) A dental screening conducted within 14 days of admission, unless completed within the la instructions on dental hygiene; (2) A dental examination by a dentist within 12 months of adm necessary; (3) Treatment of dental pain; sedative fillings, extractions of non-restorable teeth, repair of partials and dentures for those inmates with less than 12 months detention; (4) A tre request care with more than 12 months detention; (5) A defined charting system that identifie priorities for treatment by category; (6) Development of an individualized treatment plan for e and referral to dental specialists, including oral surgery, when necessary.
177	N	ICE	4-ALDF-4C-21	Care	Continuum of Health Care Services	Health Education	Health education and wellness information is provided to all inmates.

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178	Y	AGS	4-ALDF-4C-22	Care	Continuum of Health Care Services	Health Screens	Intake medical screening for inmates commences upon the inmate's arrival at the facility and care personnel. All findings are recorded on a screening form approved by the health authority. <u>Inquiry into:</u> (1) Any past history of serious infectious or communicable illness, and any treatment, illness and health problems, including communicable diseases; (3) Dental problems; (4) Use of drugs used, mode of use, amounts used, frequency used, date or time of last use, and history of ceasing use; (5) The possibility of pregnancy; (6) History of problem; (7) Other health problem. <u>Observation of the following:</u> (1) Behavior, including state of consciousness, mental status, Body deformities and other physical abnormalities: (3) Ease of movement; (4) Condition of the lesions, jaundice, rashes, and infestations, recent tattoos, and needle marks or other indications. <u>Medical disposition of the inmate:</u> (1) Refusal of admission until inmate is medically cleared; general population with prompt referral to appropriate health care service; (4) appropriate health care service for emergency treatment. Inmates, who are unconscious, or in need of immediate medical attention, are referred. When they are referred to an emergency department, the screening is predicated on written medical clearance. When screening is conducted by trained custody staff, the licensed health care staff is required. The responsible physician, in cooperation with the facility, that have reception and diagnostic units or a holding room conduct receiving screening on all inmates at the admission procedures.
179	Y	ICE	4-ALDF-4C-23	Care	Continuum of Health Care Services	Health Screens	All intra-system transfer inmates receive a health screening by health-trained or qualified health care personnel upon arrival at the facility. All findings are recorded on a screening form approved by the health authority. <u>Inquiry into:</u> (1) Whether the inmate is being treated for a medical or dental problem (2) Whether the inmate has a current medical or dental complaint. <u>Observation of:</u> (1) General appearance and behavior (2) Physical deformities (3) Evidence of dental, mental health, and immunization histories (3) Laboratory and/or diagnostic tests to detect disease and tuberculosis (4) Recording of height, weight, pulse, blood pressure, and temperature (5) Appropriate (6) Medical examination, including review of mental and dental status (7) Review and identification of problems by a physician or other qualified health care personnel, if such a problem exists (8) Initiation of therapy when appropriate (9) Development and implementation of treatment plan, job assignment, and program participation. Interpretation January 2004. The criterion for referral is at the discretion of the agency's/facility's health authority.
180	Y	ICE	4-ALDF-4C-24 Interpretation Jan 2004	Care	Continuum of Health Care Services	Health Appraisal	A comprehensive health appraisal for each inmate is completed within 14 days after arrival at the facility. If a health appraisal within the previous 90 days, a new health appraisal is not required except as noted below. Health appraisal includes the following: (1) Review of the earlier receiving screening (2) Collection of dental, mental health, and immunization histories (3) Laboratory and/or diagnostic tests to detect disease and tuberculosis (4) Recording of height, weight, pulse, blood pressure, and temperature (5) Appropriate (6) Medical examination, including review of mental and dental status (7) Review and identification of problems by a physician or other qualified health care personnel, if such a problem exists (8) Initiation of therapy when appropriate (9) Development and implementation of treatment plan, job assignment, and program participation. Interpretation January 2004. The criterion for referral is at the discretion of the agency's/facility's health authority.
181	N	ICE	4-ALDF-4C-25	Care	Continuum of Health Care Services	Health Appraisal	Health appraisal data collection and recording includes the following: (1) A uniform process and format for health appraisal history and vital signs collected by health-trained or qualified health care personnel; (3) Collection of dental, mental health, and immunization histories; (4) Review of the results of the medical examination, tests, and laboratory studies by a physician or mid-level practitioner, as allowed by law.
182	N	ICE	4-ALDF-4C-26	Care	Continuum of Health Care Services	Periodic Examinations	The health authority determines the conditions for periodic health examinations for inmates.
183	Y	ICE	4-ALDF-4C-27	Care	Continuum of Health Care Services	Mental Health Program	Mental health services include at a minimum: (1) Screening for mental health problems on intake by a health professional (2) Referral to outpatient services for the detection, diagnosis, and treatment of mental health problems (3) Management of acute psychiatric episodes (4) Stabilization of the mentally ill and the prevention of relapse (5) Referral and admission to licensed mental health facilities for inmates whose psychological condition requires the facility (6) Obtaining and documenting informed consent.
184	N	ICE	4-ALDF-4C-28	Care	Continuum of Health Care Services	Mental Health Program	Mental health services and activities are approved by the appropriate mental health authority.
185	Y	AGS	4-ALDF-4C-29	Care	Continuum of Health Care	Mental Health Screen	All inmates receive an initial mental health screening at the time of admission to the facility by

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					Services		care personnel. The mental health screening includes, but is not limited to: Inquiry into whether (2) has a history of suicidal behavior; (3) is presently prescribed psychotropic medication; (4) being treated for mental health problems; (6) has a history of inpatient and outpatient psychiatric substance abuse. Observation of: (1) general appearance and behavior; (2) evidence of abuse, psychosis, depression, anxiety, and/or aggression. Disposition of inmate: (1) cleared for general with appropriate referral to mental-health care service; (3) referral to appropriate mental-health
186	Y	ICE	4-ALDF-4C-30 Rev Aug 2005	Care	Continuum of Health Care Services	Mental Health Appraisal	Inmates who are referred as a result of the mental health screening or by staff referral will receive a mental health person within 14 days of admission to the facility. If there is documented evidence within previous 90 days, a new mental health appraisal is not required, except as determined by the health examinations include, but are not limited to: (1) assessment of current mental status and potential and person-specific circumstances that increase suicide potential; (3) assessment of circumstances that increase violence potential; (4) review of available historical records of inmate; (5) review of history of treatment with psychotropic medication; (6) review of history of psychotherapy support groups; (6) review of history of drug and alcohol treatment; (7) review of educational victimization and predatory behavior; (9) assessment of drug and alcohol abuse and/or addiction as indicated; (11) referral to treatment, as indicated; (12) development and implementation of a plan concerning housing, job assignment, and program participation.
187	N	ICE	4-ALDF-4C-31	Care	Continuum of Health Care Services	Mental Health Referrals	Inmates referred for mental health treatment receive a comprehensive evaluation by a licensed professional completed within 14 days of the referral request date and includes at least the following: (1) Review of inmate data; (2) Direct observations of behavior; (3) Collection and review of additional data from inmate, personality, intellect, and coping abilities; (4) Compilation of the individual's mental health history and treatment/management plan with appropriate referral to include transfer to mental health facility if the treatment capability of the facility
188	Y	AGS	4-ALDF-4C-32	Care	Continuum of Health Care Services	Suicide Prevention and Intervention	A suicide-prevention program is approved by the health authority and reviewed by the facility. Procedures for handling intake, screening, identifying, and supervising of a suicide-prone inmate program includes staff and inmate critical incident debriefing that covers the management of inmate or staff member. It ensures a review of critical incidents by administration, security, and inmate supervision are trained on an annual basis in the implementation of the program. Training includes: (1) recognizing the warning signs and symptoms of impending suicidal behavior; (2) understanding the dynamics of suicidal behavior, including incidence and variations in precipitating factors; (3) responding to suicidal behavior between correctional and health care personnel; (5) using referral procedures; (6) follow-up and monitoring of the attempt.
189	N	AGS	4-ALDF-4C-33	Care	Continuum of Health Care Services	Suicide Prevention and Intervention	When standard issued clothing presents a security or medical risk, the inmate is provided with alternative clothing and prevents humiliation and degradation.
190	N	ICE	4-ALDF-4C-34	Care	Continuum of Health Care Services	Mental Illness and Developmental Disability	Inmates with severe mental illness or who are severely developmentally disabled receive a mental health assessment. These inmates are referred for placement in noncorrectional facilities or in units specifically designed for these inmates.
191	N	AGS	4-ALDF-4C-35	Care	Continuum of Health Care Services	Prostheses and Orthodontic Devices	When the health of the inmate would otherwise be adversely affected, as determined by the health authority, adaptive devices are provided.
192	Y	ICE	4-ALDF-4C-36	Care	Continuum of Health Care Services	Detoxification	Detoxification is done only under medical supervision in accordance with local, state, and federal regulations. Sedative hypnotics, other stimulants, and sedative hypnotic drugs is conducted under medical supervision in a hospital or community detoxification center. Specific guidelines are followed for inmates manifesting mild or moderate symptoms of intoxication or withdrawal from alcohol and other substances. Inmates threatening intoxication (an overdose) or withdrawal are transferred under appropriate security to a detoxification center if available.
193	N	ICE	4-ALDF-4C-37	Care	Continuum of Health Care Services	Management of Chemical Dependency	Inmates have access to a chemical dependency treatment program. When a chemical dependency assessment of chemically dependent inmates includes at a minimum the following: (1) a standardized diagnostic interview to determine the extent of use, abuse, dependency, and/or codependency; (2) an individualized treatment plan developed by a multidisciplinary clinical team that includes medical, mental health, and substance abuse professionals; (3) education, including risk management; (4) inmate involvement in aftercare discharge plans.

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194	Y	ICE	4-ALDF-4C-38	Care	Continuum of Health Care Services	Pharmaceuticals	Management of pharmaceuticals includes: (1) a formulary; (2) a formalized method for obtaining practices, including, requirements that medications are prescribed only when clinically indicated; (3) prescribing provider reevaluates a prescription prior to its renewal; (4) medication procurement, administration, and disposal; (5) secure storage and perpetual inventory of all controlled substances and management in accordance with state and federal law and supervision by properly licensed persons properly trained and under the supervision of the health authority and facility or program for administering or distributing medications in a timely manner and according to physician orders.
195	N	ICE	4-ALDF-4C-39	Care	Continuum of Health Care Services	Nonprescription Medication	When inmates have nonprescription medications available outside of health services, the items are reviewed by the administrator and the health authority. The items and access are reviewed annually by the health authority.
196	N	ICE	4-ALDF-4C-40	Care	Continuum of Health Care Services	Special Needs Inmates	"The facility and program administrator, or a designee, and the responsible clinician, or designee, shall ensure that inmates who are chronically ill, physically disabled, geriatric, seriously mentally ill, or developmentally disabled receive appropriate care. (1) Program assignments; (2) Program assignments; (3) Disciplinary measures; (4) Transfers to other facilities."
197	N	ICE	4-ALDF-4C-41	Care	Continuum of Health Care Services	Exercise	When immediate action is required, consultation to review the appropriateness of the action is required within 24 hours."
198	Y	ICE	4-ALDF-4D-01	Care	Health Services Staff	Health Authority	Exercise areas are available to meet exercise and physical therapy requirements of individuals.
199	Y	ICE	4-ALDF-4D-02	Care	Health Services Staff	Provision of Treatment	The facility has a designated health authority with responsibility for health care services pursuant to a written description. The responsibilities of the health authority include: (1) establishing a mission statement for health care services; (2) developing mechanisms, including written agreements, when necessary, to assure that health care services are properly monitored; (3) developing a facility's operational health policies and procedures; (4) establishing systems needed to provide the determined scope of services; (5) establishing systems for the coordination of health care providers; (6) developing a quality management program. The health authority may be a physician or a non-physician. When the health authority is other than a physician, final clinical judgments rest with the health authority is authorized and responsible for making decisions about the deployment of health care resources for the health services program.
200	Y	ICE	4-ALDF-4D-03	Care	Health Services Staff	Personnel Qualifications	Clinical decisions are the sole province of the responsible clinician and are not countermanded by the facility administrator.
201	N	ICE	4-ALDF-4D-04	Care	Health Services Staff	Personnel Qualifications	If the facility provides health care services, they are provided by qualified health care personnel whose qualifications are governed by job descriptions that include qualifications and specific duties and responsibilities. All health care personnel are approved by the health authority. If inmates are treated at the facility by health care personnel, the services are provided pursuant to written standing or direct orders by personnel authorized by law to give such orders.
202	Y	ICE	4-ALDF-4D-05 Rev Jan 2005	Care	Health Services Staff	Credentials	A health-trained staff member coordinates the health delivery services under the joint supervision of the facility administrator, when qualified health care personnel are not on duty.
203	N	ICE	4-ALDF-4D-06	Care	Health Services Staff	Employee Health	All professional staff comply with applicable state and federal licensure, certification, or registration requirements. All credentials are on file in the facility.
204	N	ICE	4-ALDF-4D-07	Care	Health Services Staff	Employee Health	All new direct care staff receives a test for tuberculosis prior to job assignment and periodic testing thereafter.
205	Y	AGS	4-ALDF-4D-08	Care	Health Services Staff	Emergency Response	All direct care staff are offered the hepatitis B vaccine series.
206	N	ICE	4-ALDF-4D-09	Care	Health Services Staff	First Aid	First aid kits are available in designated areas of the facility as determined by the designated health authority. The health authority approves the contents, number, location, and procedures for use by non-medical staff. An automatic external defibrillator is available for use in designated areas.
207	N	ICE	4-ALDF-4D-10	Care	Health Services Staff	Students and/or Interns	Any students, interns, or residents delivering health care in the facility, as part of a formal training program, shall be commensurate with their level of training. There is a written agreement between the facility and the student or intern regarding the scope of work, length of agreement, and any legal or liability issues. Students or interns agree to the terms of the agreement, including those relating to the security and confidentiality of information.

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208	N	N/A	4-ALDF-4D-11 Rev Aug 2008	Care	Health Services Staff	Inmate Assistants	Unless prohibited by state law, offenders (under staff supervision) may perform familial duties. Duties may include: (1) providing peer support and education; (2) engaging in hospice activities on a one-to-one basis with activities of daily living (4) serving as suicide companion or buddy, if qualified; (5) handling dental instruments for the purpose of sanitizing and compliance with applicable tool control policies, while in a dental assistant's training program or other comparable appropriate authority. Offenders are not to be used for the following duties: (2)scheduling health care appointments (3) determining access of other offenders to health care (4) surgical instruments, syringes, needles, medications, or health records (5) operating diagnostic equipment (by specially trained staff) in a vocational training program. NOTE: This standard is from the 2010 Standards Supplement.
209	N	ICE	4-ALDF-4D-12	Care	Health Services Staff	Notification	Individuals designated by the inmate are notified in case of serious illness, serious injury, or death. If possible, permission for notification is obtained from the inmate.
210	Y	ICE	4-ALDF-4D-13	Care	Health Services Staff	Confidentiality	Information about an inmate's health status is confidential. The active health record is maintained in a confidential record. Access to the health record is in accordance with state and federal law.
211	Y	AGS	4-ALDF-4D-14	Care	Health Services Staff	Confidentiality	The health authority shares with the superintendent or the warden information regarding an inmate's health status when circumstances are specified when correctional staff are advised of an inmate's health status. Health and safety of an inmate, other inmates, volunteers, visitors, or the correctional staff is maintained. Classification staff, volunteers, and visitors addresses only the medical needs of the inmate and not security, and transport.
212	Y	ICE	4-ALDF-4D-15	Care	Health Services Staff	Informed Consent	Informed consent standards of the jurisdiction are observed and documented for inmate care. In the case of minors, the informed consent of a parent, guardian, or a legal custodian applies when the inmate is unable to give consent. If the inmate declines to sign the refusal form, it must be signed by a physician, dentist, and mental health care. If the inmate declines to sign the refusal form, it must be signed by a physician, dentist, and mental health care. If there is a conflict of interest, a conflict of interest evaluation is done, especially if the refusal is for critical or acute care.
213	N	ICE	4-ALDF-4D-16	Care	Health Services Staff	Elective Procedures	There are guidelines that govern elective procedures or surgery for inmates. They must include a medical history, physical examination, and laboratory tests. Surgery is performed only if the inmate has surgery needed to correct a substantial functional deficit or if an existing pathological process is likely to recur within a period of time.
214	Y	ICE	4-ALDF-4D-17	Care	Health Services Staff	Involuntary Administration	Involuntary administration of psychotropic medication(s) to inmates complies with applicable state and federal laws. If administered, the following conditions must be met: (1) administration is authorized by a physician; (2) less restrictive intervention options have been exercised without success as determined by the physician; (3) the medication is specified about why, when, where, and how the medication is to be administered; (4) the inmate is informed of the side effects; (5) treatment plans are prepared for less restrictive treatment alternatives as soon as possible.
215	Y	ICE	4-ALDF-4D-18	Care	Health Services Staff	Research	The use of inmates for medical, pharmaceutical, or cosmetic experiments is prohibited. Inmate research is based on his or her need for a specific medical procedure that is not generally available. Facilities must comply with all state and federal guidelines. An individual's treatment with a new medical procedure by him or her must be based on a full explanation of the positive and negative features of the treatment.
216	N	ICE	4-ALDF-4D-19	Care	Health Services Staff	Privacy	Health care encounters, including medical and mental health interviews, examinations, and procedures, must respect the inmates' privacy. Female inmates are provided a female escort for encounters with male staff.
217	N	ICE	4-ALDF-4D-20 Rev Jan 2005	Care	Health Services Staff	Transfer	Due process is ensured prior to a transfer that results in an inmate's placement in a non-correctional facility or agency, specifically designated for the care and treatment of the severely mentally ill. Transfers must comply with federal, state, and local law. In emergency situations, a hearing is held as soon as possible.
218	Y	AGS	4-ALDF-4D-21	Care	Health Services Staff	Use of Restraints	The use of restraints on inmates for medical or psychiatric purposes includes: (1) Conditions of use are specified; (2) Identification of a qualified medical or mental health professional is required; (3) Identification of a qualified medical or mental health professional reaching the conclusion that less intrusive measures are not successful; (4) Monitoring procedure is specified; (5) Documentation of efforts for less restrictive treatment alternatives as soon as possible.

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No.	Mand?	In K Scope?	ACA Standard Number	ACA Part Name	ACA Section Name	Practice Area	ACA Expected Practice
219	N	AGS	4-ALDF-4D-22 Deleted Aug 2005	Care	Health Services Staff	Sexual Assault	Deleted August 2005. This standard was deleted because it was a duplicate of 4-ALDF-2A-24D-22-8 are still in effect, as originally published.
220	N	AGS	4-ALDF-4D-22-1	Care	Health Services Staff	Sexual Assault	Detainees are screened within 24 hours of arrival at the facility for potential vulnerabilities or behavior. Housing assignments are made accordingly.
221	N	AGS	4-ALDF-4D-22-2	Care	Health Services Staff	Sexual Assault	An investigation is conducted and documented whenever a sexual assault or threat is reported.
222	N	ICE	4-ALDF-4D-22-3	Care	Health Services Staff	Sexual Assault	Detainees identified as high risk with a history of sexually assaultive behavior are assessed by health services staff. Detainees with a history of sexually assaultive behavior are identified, monitored, and counseled.
223	N	ICE	4-ALDF-4D-22-4	Care	Health Services Staff	Sexual Assault	Detainees identified as at risk for sexual victimization are assessed by a mental health or other professional. Detainees at risk for sexual victimization are identified, monitored, counseled.
224	N	AGS	4-ALDF-4D-22-5	Care	Health Services Staff	Sexual Assault	Sexual conduct between staff and detainees, volunteers or contract personnel and detainees is prohibited and subject to administrative and criminal disciplinary sanctions.
225	Y	ICE	4-ALDF-4D-22-6	Care	Health Services Staff	Sexual Assault	Victims of sexual assault are referred under appropriate security provisions to a community facility for medical care. If these procedures are performed in-house, the following guidelines are used: (1) A history is taken and a physical examination is performed to document the extent of physical injury and to determine if referral to another facility is warranted; (2) with the victim's consent, the examination includes collection of evidence from the victim, using a kit approved by the health services administrator; (3) prophylactic treatment is made for sexually transmitted disease (for example, HIV, gonorrhea, hepatitis, and syphilis); (4) prophylactic treatment and follow-up for sexually transmitted diseases are offered to all victims; (5) if available, there is availability of an evaluation by a mental health professional to assess the victim's need for long-term follow-up; (6) A report is made to the facility or program administrator or designee of the incident and the assailant.
226	N	AGS	4-ALDF-4D-22-7	Care	Health Services Staff	Sexual Assault	Detainees who are victims of sexual abuse have the option to report the incident to a designated staff member or a confidential contact line officer.
227	N	AGS	4-ALDF-4D-22-8	Care	Health Services Staff	Sexual Assault	All case records associated with claims of sexual abuse, including incident reports, investigation reports, medical and counseling evaluation findings, and recommendations for post-release care, are maintained in accordance with an established schedule.
228	N	Shared	4-ALDF-4D-23	Care	Health Services Staff	Inmate Death	Authorities having jurisdiction are immediately notified of an inmate's death. There is a protocol for the notification of the death of an inmate.
229	Y	ICE	4-ALDF-4D-24	Care	Health Services Staff	Health Care Review & QA	A system of internal review is developed and implemented by the health authority. The system includes: (1) Participating in a multidisciplinary quality improvement committee intervening, and reassessing identified problems; (2) combined with planning, intervening, and reassessing; evaluating defined data; on-site monitoring; (3) monitoring on-site basis through: (1) chart reviews by the responsible physician or his or her designee, including medical records; (2) review of prescribing practices and administration of medication practices; (3) systematic review of grievances; (4) monitoring of corrective action plans; (5) reviewing all deaths in custody, suicide, and self-harm; (6) developing and implementing corrective action plans to address and resolve identified problems; (7) conducting reviews to determine whether the corrective measures have achieved and sustained the desired results; (8) reviewing review activities into the organization's educational and training activities; (9) maintaining appropriate records; (10) issuing a quarterly report to the health services administrator and facility administrator of the results of the review; (11) ensuring the records of internal review activities comply with legal requirements on confidentiality of records.
230	Y	ICE	4-ALDF-4D-25	Care	Health Services Staff	Peer Review	An external peer review program for physicians, mental health professionals, and dentists is implemented and updated every two years.
231	N	ICE	4-ALDF-4D-26	Care	Health Services Staff	Health Records	The health record file is complete and contains the following items filed in a uniform manner: (1) a completed receiving screening form; (2) health appraisal data forms; (3) a problem summary; (4) a list of diagnoses, treatments, and dispositions; (5) a record of prescribed medications and their administration; (6) diagnostic studies; (7) the place, date, and time of health encounters; (8) health service reports; (9) applicable; (10) progress reports; (11) a discharge summary of hospitalization and other term; (12) the title of the provider (may use ink, type, or stamp under the signature); (13) consent and release forms.

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No.	Mand?	In K Scope?	ACA Standard Number	ACA Part Name	ACA Section Name	Practice Area	ACA Expected Practice
232	N	Shared	4-ALDF-4D-27	Care	Health Services Staff	Transfers	Non-emergency inmate transfers require the following: (1) summaries, originals, or copies of receiving facility; health conditions, treatments, and allergies are included in the record; (2) determination of suitability for travel based on medical evaluation, with particular attention given to instructions regarding medication or health interventions required en route for transporting of specific precautions to be taken by transportation officers, including universal precautions and summary sheet is required for all inter- and intra-system transfers to maintain continuity of care; (3) release-of-information form.
233	N	ICE	4-ALDF-4D-28	Care	Health Services Staff	Inactive Records	Inactive health record files are retained as permanent records in compliance with the legal requirements. Information is transmitted to specific and designated physicians or medical facilities in the community when the inmate is released.
234	N	AGS	4-ALDF-5A-01	Program & Activity	Inmate Opp. For Improvement	Programs & Services	Inmate programs and services are available and include, but are not limited to, social services, educational, and vocational activities.
235	N	Shared	4-ALDF-5A-02	Program & Activity	Inmate Opp. For Improvement	Programs & Services	The plan for inmate programs and services provides for the identification and use of available resources.
236	N	AGS	4-ALDF-5A-03	Program & Activity	Inmate Opp. For Improvement	Counseling	Staff are available to counsel inmates on request; provision is made for counseling and crisis intervention services.
237	N	ICE	4-ALDF-5A-04	Program & Activity	Inmate Opp. For Improvement	Substance Abuse Programs	Inmates with drug and alcohol addiction problems are provided with substance abuse programs.
238	N	ICE	4-ALDF-5A-05	Program & Activity	Inmate Opp. For Improvement	Substance Abuse Programs	There is a treatment philosophy within the context of the total correctional system as well as individualized treatment plans. Documents are reviewed at least annually and updated as needed.
239	N	ICE	4-ALDF-5A-06	Program & Activity	Inmate Opp. For Improvement	Substance Abuse Programs	There is an appropriate range of primary treatment services for alcohol and other substance abuse. Services include: (1) inmate diagnosis; (2) identified problem areas; (3) individual treatment objectives; (4) individualized treatment plan; (5) relapse prevention and management; (6) culturally sensitive treatment; (7) self-help groups as an adjunct to treatment; (8) prerelease and transitional services; (9) coordination of treatment staff during the prerelease phase to ensure a continuum of supervision and treatment.
240	N	ICE	4-ALDF-5A-07	Program & Activity	Inmate Opp. For Improvement	Substance Abuse Programs	The facility uses a coordinated staff approach to deliver treatment services. This approach to treatment includes planning conferences and in individual treatment files.
241	N	N/A	4-ALDF-5A-08	Program & Activity	Inmate Opp. For Improvement	Substance Abuse Programs	There are incentives for targeted treatment programs to increase and maintain the inmate's participation in treatment.
242	N	N/A	4-ALDF-5A-09	Program & Activity	Inmate Opp. For Improvement	Academic & Vocational Education	Inmates have access to educational programs and, when available, to vocational counseling and vocational programs address the needs of the inmate population.
243	N	N/A	4-ALDF-5A-10	Program & Activity	Inmate Opp. For Improvement	Academic & Vocational Education	In facilities offering academic and vocational training programs, classrooms are designed in accordance with standards. (Addition, New Construction Only)
244	N	ICE	4-ALDF-5B-01	Program & Activity	Family & Community Ties	Visiting	Sufficient space is provided for inmate visiting. There is an adequately designed space to permit inmates and visitors. Space is provided for the storage of visitors' coats, handbags, and other personal items.
245	N	AGS	4-ALDF-5B-02	Program & Activity	Family & Community Ties	Visiting	The number of visitors an inmate may receive and the length of visits are limited only by the facility's constraints or when there are substantial reasons to justify such limitations. Conditions under which visits are provided.
246	N	AGS	4-ALDF-5B-03	Program & Activity	Family & Community Ties	Visiting	Special visits are provided.
247	N	AGS	4-ALDF-5B-04	Program & Activity	Family & Community Ties	Visiting	Visitors identify themselves and register on entry into the facility. The circumstances under which visits are provided.
248	N	AGS	4-ALDF-5B-05	Program & Activity	Family & Community Ties	Mail	When the inmate bears the mailing cost, there is no limit on the volume of letters he/she can send, or source of mail or publications, except when there is reasonable belief that limitations are necessary to maintain facility order and security.

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249	N	ICE	4-ALDF-5B-06	Program & Activity	Family & Community Ties	Mail	Indigent inmates receive a specified postage allowance to maintain community ties, and receive publications.
250	N	AGS	4-ALDF-5B-07	Program & Activity	Family & Community Ties	Mail	Inmates have access to publications.
251	N	AGS	4-ALDF-5B-08	Program & Activity	Family & Community Ties	Mail	Inmate mail, both incoming and outgoing, may be opened to intercept cash, checks, and money orders, read, censored, or rejected based on legitimate facility interests of order and security. Inmate outgoing letters are withheld in part if in full.
252	N	AGS	4-ALDF-5B-09	Program & Activity	Family & Community Ties	Mail	Inmates are permitted to send sealed letters to a specified class of persons and organizations: (1) officials of the confining authority; state and local chief executive officers; administrative and judicial officials; (2) state and local chief executive officers; administrative and judicial officials; (3) parole authority. Staff, in the presence of the inmate, may be allowed to inspect outgoing mail. Mail to inmates from this specified class of persons and organizations may be opened only to the extent necessary to protect the inmate, unless waived in writing, or in circumstances which may indicate contamination.
253	N	AGS	4-ALDF-5B-10 Rev Aug 2006	Program & Activity	Family & Community Ties	Mail	Excluding weekends and holidays, or emergency situations, incoming and outgoing letters and mail (if allowed) are held no more than 72 hours.
254	N	ICE	4-ALDF-5B-11	Program & Activity	Family & Community Ties	Telephone	Inmates are provided with access to public telephones. Inmates with hearing and/or speech disabilities, who have such disabilities, are afforded access to a Telecommunications Device for the Deaf (TDD) or other assistive equipment. Public telephones with volume control are also made available to inmates with a hearing disability.
255	N	ICE	4-ALDF-5B-12	Program & Activity	Family & Community Ties	Telephone	Inmates have access to reasonably priced telephone services. Correctional agencies ensure that: (1) contracts for inmate telephone services are based on the rates for the general public; (2) contracts are based on the rates for the general public for like services. Any deviation from ordinary consumer provision of services in a correctional setting; (3) contracts for inmate telephone services provided by the agency administrator to be consistent with the requirements of sound correctional practice.
256	N	N/A	4-ALDF-5B-13	Program & Activity	Family & Community Ties	Release	All inmates held for 30 or more days who will be released to the community are provided with information about community resources.
257	N	N/A	4-ALDF-5B-14	Program & Activity	Family & Community Ties	Release	When the facility is designated to operate any type of pretrial intervention service or other release program, the program is stated by statute or administrative regulation.
258	N	N/A	4-ALDF-5B-15	Program & Activity	Family & Community Ties	Release	When a pretrial intervention program, diversion program, pretrial release program, or supervised release program is implemented, sufficient staff, space, and equipment are provided to service the program.
259	N	N/A	4-ALDF-5B-16	Program & Activity	Family & Community Ties	Release	Where temporary release programs exist, the programs have the following elements: (1) written rules of inmate conduct; (2) selection procedures; (3) written rules of inmate conduct; (4) a system for evaluating program effectiveness; (5) community cooperation and support.
260	N	N/A	4-ALDF-5B-17	Program & Activity	Family & Community Ties	Release	Where work release and/or educational release are authorized, the facility administrator has the authority to suspend release for each inmate.
261	N	Shared	4-ALDF-5B-18 Rev Jan 2007	Program & Activity	Family & Community Ties	Release	Procedures for releasing inmates from the facility at the end of their term include, but are not limited to: (1) outstanding warrants, wants, or detainers; (2) verification of identity; (3) verification of release conditions; (4) notification of the parole authorities in the jurisdiction of release, if required; (5) return of inmate property; (6) facility property leaves the facility; (7) arrangements for completion of any pending action, such as court proceedings; (8) medical screening and arrangements for community follow-up, where needed; (9) forwarding or return of mail.
262	N	AGS	4-ALDF-5C-01	Program & Activity	Programs	Exercise & Recreation	Inmates have access to exercise opportunities and equipment, including at least one-hour daily access to outdoor areas, when weather permits.
263	N	AGS	4-ALDF-5C-02	Program & Activity	Programs	Exercise & Recreation	Inmates have opportunities to participate in leisure-time activities outside their respective cell blocks.
264	N	ICE	4-ALDF-5C-03	Program & Activity	Programs	Exercise & Recreation	Both outdoor and covered/enclosed exercise areas for general population inmates are provided. Inmate access to outdoor areas is offered at least one hour of access daily. Use of outdoor areas is preferred, but covered areas are also available.

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							inclement weather. Covered/enclosed areas can be designed for multiple uses as long as the scheduled exercise activities. The minimum space requirements for exercise areas are as follows: (1) where 100 or more inmates utilize one recreation area-15 square feet per inmate for the maximum space at one time, but not less than 1,500 square feet of unencumbered space; (2) outdoor recreation areas where inmates have unlimited access to an individual recreation area-15 square feet per inmate for the space at one time, but not less than 750 square feet of unencumbered space; (3) covered areas where 100 or more inmates utilize one recreation area have 15 square feet per inmate for the maximum space at one time, with a minimum ceiling height of 18 feet, but not less than 1,000 square feet of unencumbered space; (4) areas in facilities where less than 100 inmates utilize one recreation area have 15 square feet of unencumbered space at one time, with a maximum ceiling height of 18 feet, but not less than 1,000 square feet of unencumbered space.
265	N	ICE	4-ALDF-5C-04 Rev Aug 2004	Program & Activity	Programs	Exercise & Recreation	Segregation units have either outdoor uncovered or outdoor covered exercise areas. The minimum space requirements for segregation units are as follows: (1) group yard modules—15 square feet per inmate for the maximum space at one time, but not less than 500 square feet of unencumbered space; (2) individual yard modules—180 square feet of unencumbered space at one time, with a minimum ceiling height of 18 feet, but not less than 1,000 square feet of unencumbered space; (3) covered areas where inmates who desire to take advantage of their authorized exercise time.
266	N	AGS	4-ALDF-5C-05	Program & Activity	Programs	Library Services	Library services are available to all inmates. A qualified staff member coordinates and supervises library services.
267	N	AGS	4-ALDF-5C-06	Program & Activity	Programs	Work and Correctional Industries	The facility has an inmate work assignment plan that provides for inmate labor, subject to the maintenance of the facility security. The plan includes the provision for disabled inmates to work that afford inmates an opportunity to develop good work habits and attitudes that can be applied to the general workforce.
268	N	N/A	4-ALDF-5C-07	Program & Activity	Programs	Work and Correctional Industries	The facility requires all sentenced inmates to work if they are not assigned to programs.
269	N	AGS	4-ALDF-5C-08	Program & Activity	Programs	Work and Correctional Industries	Pretrial and un-sentenced inmates are not required to work except to do personal housekeeping or to volunteer for work assignments.
270	N	N/A	4-ALDF-5C-09	Program & Activity	Programs	Work and Correctional Industries	Where statute permits, inmates are assigned to public works and community service projects.
271	N	AGS	4-ALDF-5C-10	Program & Activity	Programs	Work and Correctional Industries	The inmate workday approximates the workday in the community. Inmate performance is recognized through written recognition of competencies that they acquire.
272	Y	AGS	4-ALDF-5C-11	Program & Activity	Programs	Work and Correctional Industries	Inmate working conditions comply with all applicable federal, state, or local work safety laws and regulations.
273	N	AGS	4-ALDF-5C-12	Program & Activity	Programs	Work and Correctional Industries	Inmates are compensated for work performed with incentives such as, but not limited to: (1) extra privileges; (2) extra recreation time; (3) extra commissary; (4) sentence reduction (when allowed by statute)
							<i>The following expected practices (4-ALDF-5C-13 to 4-ALDF-5C-16) apply only to facilities that have an industries program.</i>
274	N	N/A	4-ALDF-5C-13	Program & Activity	Programs	Work and Correctional Industries	Where an industries program exists, its establishment is authorized and areas of authority, responsibility, and accountability are defined.
275	N	N/A	4-ALDF-5C-14	Program & Activity	Programs	Work and Correctional Industries	The number of inmates assigned to industries' operations meets the realistic workload needs of the facility.
276	N	N/A	4-ALDF-5C-15	Program & Activity	Programs	Work and Correctional Industries	There is a comprehensive quality control process.
277	N	N/A	4-ALDF-5C-16	Program & Activity	Programs	Work and Correctional Industries	A cost accounting system for each industry unit is designed, implemented, and maintained in accordance with industry principles.
278	N	AGS	4-ALDF-5C-17	Program & Activity	Programs	Religious Programs	Inmates have the opportunity to participate in practices of their religious faith that are deemed to be in the best interest of the inmate and the facility. Documentation showing a threat to the safety of persons involved in such activity itself or disclosure of such activity to the public is prohibited.
279	N	ICE	4-ALDF-5C-18	Program & Activity	Programs	Religious Programs	The facility administrator designates a staff member, contractor, or volunteer to coordinate religious programs.
280	N	ICE	4-ALDF-5C-19	Program & Activity	Programs	Religious Programs	There is a chaplain(s) with the minimum qualifications of clinical pastoral education or equivalent from an appropriate religious-certifying body. The chaplain assures equal status and protection for all inmates.
281	N	ICE	4-ALDF-5C-20 Rev Aug 2004	Program & Activity	Programs	Religious Programs	Written policy, procedure, and practice provide that assigned chaplain(s)(whether they be clergy or lay volunteers), in consultation with and approval from facility administration, plans, directs, and supervises religious programs, including approval and training of both lay and clergy volunteers

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							from faiths represented in the inmate population.
282	N	ICE	4-ALDF-5C-21	Program & Activity	Programs	Religious Programs	The chaplain and religious coordinator have physical access to all areas of the facility to minister to the inmate population.
283	N	ICE	4-ALDF-5C-22	Program & Activity	Programs	Religious Programs	When a religious leader of an inmate's faith is not represented through the chaplaincy staff or a chaplain assist the inmate in contacting such a person. That person must have the appropriate authority to minister to the inmate under the supervision of the religious coordinator or chaplain.
284	N	ICE	4-ALDF-5C-23	Program & Activity	Programs	Religious Programs	The facility provides space and equipment adequate for conducting and administering religious programs and the availability of nominate clerical staff for confidential materials.
285	N	ICE	4-ALDF-5C-24	Program & Activity	Programs	Religious Programs	The chaplain(s), in cooperation with the facility administrator or designee, develops and maintains a list of approved donations of equipment or materials for use in religious programs.
286	N	AGS	4-ALDF-5C-25	Program & Activity	Programs	Commissary/Canteen	An inmate commissary or canteen is available from which inmates can purchase approved items. Commissary's/canteen's operations are strictly controlled using standard accounting procedures and the commissary or canteen are used for the benefit of the inmates.
287	N	ICE	4-ALDF-5C-26	Program & Activity	Programs	Commissary/Canteen	Space is provided for an inmate commissary/or canteen, or provisions are made for a commissary or canteen.
288	N	ICE	4-ALDF-6A-01	Justice	Inmate Rights	Access to Courts	The right of inmates to have access to courts is ensured.
289	N	AGS	4-ALDF-6A-02	Justice	Inmate Rights	Access to Courts	Inmate access to counsel is ensured. Inmates are assisted in making confidential contact with attorneys. Such contact includes, but is not limited to, telephone communications, uncensored correspondence, and in-person meetings.
290	N	AGS	4-ALDF-6A-03	Justice	Inmate Rights	Access to Courts	Inmates have access to a law library if there is not adequate free legal assistance to assist them with legal matters. Inmates have access to legal materials to facilitate the preparation of documents.
291	N	AGS	4-ALDF-6A-04	Justice	Inmate Rights	Communications	Inmates are granted the right to communicate or correspond with persons or organizations, subject to reasonable restrictions to maintain order and security.
292	N	AGS	4-ALDF-6A-05	Justice	Inmate Rights	Communications	New inmates are allowed the opportunity to complete at least one telephone call during the admission process to notify persons of their admission to custody.
293	N	AGS	4-ALDF-6A-06	Justice	Inmate Rights	Foreign Nationals	Foreign nationals have access to the diplomatic representative of their country of citizenship.
294	Y	AGS	4-ALDF-6A-07	Justice	Inmate Rights	Protection From Abuse	Inmates are not subjected to personal abuse, corporal punishment, personal injury, disease, or sexual abuse. Property is protected.
295	N	AGS	4-ALDF-6A-08	Justice	Inmate Rights	Grooming	Inmates are allowed freedom in personal grooming except when a valid interest justifies otherwise.
296	N	AGS	4-ALDF-6A-09	Justice	Inmate Rights	Indigence	Inmates' access to health care, programs, services and activities is not precluded by inability to pay.
297	N	ICE	4-ALDF-6B-01	Justice	Fair Treatment of Inmates	Grievance Procedure	An inmate grievance procedure is made available to all inmates and includes at least one level of appeal.
298	N	ICE	4-ALDF-6B-02	Justice	Fair Treatment of Inmates	Discrimination	There is no discrimination regarding administrative decisions or program access based on race, ethnicity, sexual orientation, or disability.
299	N	N/A	4-ALDF-6B-03	Justice	Fair Treatment of Inmates	Discrimination	When both males and females are housed in the same facility, all available services and program opportunities are provided on the basis of their smaller number in the population.
300	N	AGS	4-ALDF-6B-04	Justice	Fair Treatment of Inmates	Disabled Inmates	Inmates with disabilities, including temporary disabilities, are housed in a manner that provides for their needs. Housing for inmates with disabilities, including temporary disabilities, is designed for their use and provided in a safe and accessible manner. Service areas are accessible to inmates with disabilities who reside in the facility.
301	N	AGS	4-ALDF-6B-05	Justice	Fair Treatment of Inmates	Disabled Inmates	Discrimination on the basis of disability is prohibited in the provision of services, programs, and activities.

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302	N	AGS	4-ALDF-6B-06 Rev Aug 2008	Justice	Fair Treatment of Inmates	Disabled Inmates	Appropriately trained individuals are assigned to assist disabled inmates who cannot otherwise
303	N	ICE	4-ALDF-6B-07	Justice	Fair Treatment of Inmates	Disabled Inmates	Inmates with disabilities are provided with the education, equipment, and facilities, and the su personal hygiene in a reasonably private environment.
304	N	ICE	4-ALDF-6B-08	Justice	Fair Treatment of Inmates	Disabled Inmates	Staff and inmates have access to an appropriately trained and qualified individual who is edu inmates with physical and/or mental impairments, programs designed to educate and assist the protection of inmates with disabilities.
305	N	AGS	4-ALDF-6C-01	Justice	Due Process For Inmates	Inmate Discipline	There are written guidelines for resolving minor inmate infractions that include a written state decision within seven days, excluding weekends and holidays, by a person not involved in th hearing.
306	N	AGS	4-ALDF-6C-02	Justice	Due Process For Inmates	Inmate Discipline	An inmate who allegedly commits an act covered by criminal law is referred to the appropriat
307	N	AGS	4-ALDF-6C-03	Justice	Due Process For Inmates	Inmate Discipline	When rule violations require formal resolutions, staff members prepare a disciplinary report a
308	N	AGS	4-ALDF-6C-04	Justice	Due Process For Inmates	Inmate Discipline	Disciplinary reports include, but are not limited to , the following information: (1) specific rule, (2) any unusual inmate behavior; (3) any staff witnesses; (4) an explanation of the event that the time and location of the occurrence; (5) any physical evidence and its disposition; (6) any force; (7) reporting staff member's signature and date and time of report
309	N	AGS	4-ALDF-6C-05	Justice	Due Process For Inmates	Inmate Discipline	When alleged rule violation is reported, an appropriate investigation is begun within 24 hours completed without unreasonable delay, unless there are exceptional circumstances for delay
310	N	AGS	4-ALDF-6C-06	Justice	Due Process For Inmates	Inmate Discipline	There is a provision for pre-hearing detention of inmates who are charged with a rule violatio the inmate's pre-hearing status within 72 hours, including weekends and holidays.
311	N	AGS	4-ALDF-6C-07	Justice	Due Process For Inmates	Inmate Discipline	An inmate charged with a rule violation receives a written statement of the charge(s), includi violated. The inmate is given the statement at the same time the disciplinary report is filed w hours prior to the disciplinary hearing. The hearing may be held in less than 24 hours , only
312	N	AGS	4-ALDF-6C-08	Justice	Due Process For Inmates	Inmate Discipline	Inmates charged with rule violations are present at the hearing, unless they waive that right i be excluded during testimony. Any inmate's absence or exclusion is documented.
313	N	AGS	4-ALDF-6C-09 Rev Jan 2008	Justice	Due Process For Inmates	Inmate Discipline	Disciplinary hearings are convened as soon as practicable, but no later than seven days, exc charged with a violation. Inmates are notified of the hearing at least 24 hours in advance of th
314	N	AGS	4-ALDF-6C-10	Justice	Due Process For Inmates	Inmate Discipline	There are provisions for postponement or continuance of the disciplinary hearing for a reason postponement or continuance are documented.
315	N	AGS	4-ALDF-6C-11	Justice	Due Process For Inmates	Inmate Discipline	An impartial person or panel of persons conducts disciplinary hearings on rule violations. A for at least six months.
316	N	AGS	4-ALDF-6C-12	Justice	Due Process For Inmates	Inmate Discipline	Inmates have an opportunity to make a statement and present documentary evidence at the behalf; the reasons for denying such a request are stated in writing.
317	N	AGS	4-ALDF-6C-13	Justice	Due Process For Inmates	Inmate Discipline	A staff member or agency representative assists inmates at disciplinary hearings. A represe inmate is not capable of collecting and presenting evidence on his or her own behalf.
318	N	AGS	4-ALDF-6C-14	Justice	Due Process For Inmates	Inmate Discipline	Disciplinary committee decisions are based solely on information obtained in the hearing pro inmate charged, and the evidence derived from witnesses and documents.
319	N	AGS	4-ALDF-6C-15	Justice	Due Process For Inmates	Inmate Discipline	A written report is made of the decision and the supporting reasons, and a copy is given to th documents are kept in the inmate's file and in the disciplinary committee's records.
320	N	AGS	4-ALDF-6C-16	Justice	Due Process For Inmates	Inmate Discipline	If an inmate is found not guilty of an alleged rule violation, the disciplinary report is removed f

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No.	Mand?	In K Scope?	ACA Standard Number	ACA Part Name	ACA Section Name	Practice Area	ACA Expected Practice
321	N	AGS	4-ALDF-6C-17	Justice	Due Process For Inmates	Inmate Discipline	The facility administrator or designee reviews all disciplinary hearings and dispositions to assure
322	N	AGS	4-ALDF-6C-18 Rev Aug 2005	Justice	Due Process For Inmates	Inmate Discipline	Inmates may appeal decisions of the disciplinary hearing officer(s) to the administrator or independent authority must affirm or reverse the decision of the disciplinary hearing officer(s) are part of an agency with a system wide appeal process, the decision to affirm or deny the a
323	N	AGS	4-ALDF-6C-19	Justice	Due Process For Inmates	Inmate Discipline	Procedures govern all searches and preservation of evidence when an inmate is suspected of designee authorizes such searches unless immediate action is necessary; in such cases, the as soon as possible after the search.
324	N	N/A	4-ALDF-6D-01	Justice	Inmate Responsibility	Inmate Responsibility	The facility provides services and opportunities that encourage inmates to take responsibility victim and community input and are fashioned in a way that seeks to ameliorate the harm do
325	N	ICE	4-ALDF-7A-01	Admin & Mgt	Legal Status	Legal Issues	There is a statute authorizing the establishment of the facility.
326	N	AGS	4-ALDF-7A-02	Admin & Mgt	Legal Status	Legal Issues	Legal assistance is available to the administrator and other staff as needed in the performan
327	N	AGS	4-ALDF-7B-01	Admin & Mgt	Recruitment, Retention & Promotion	Qualifications	The qualifications, authority, and responsibility of the facility administrator and other appointe systems, civil service regulations, or union contract are specified in writing by statute or by th
328	N	AGS	4-ALDF-7B-02	Admin & Mgt	Recruitment, Retention & Promotion	Qualifications	The qualifications for the position of facility administered include at a minimum the following: five years of related administrative experience; and demonstrated administrative ability and k satisfied by completion of a career development program that includes work-related experie achievement equivalent to the bachelor's degree.
329	N	AGS	4-ALDF-7B-03 Rev Aug 2007	Admin & Mgt	Recruitment, Retention & Promotion	Selection, Retention & Promotion	A criminal record check is conducted on all new employees, contractors, and volunteers prior are criminal convictions that have a specific relationship to job performance. This record will collected and run against law enforcement indices. If suspect information on matters with pot desirable applicant, it is forwarded to the local Joint Terrorism Task Force (JTTF) or another
330	N	AGS	4-ALDF-7B-04	Admin & Mgt	Recruitment, Retention & Promotion	Selection, Retention & Promotion	A pre-assignment physical examination is conducted for all employees. Information obtained inquiry regarding the medical condition or history of applicants and employees is collected an medical files and treated as a confidential medical record. Provisions exist for reexamination
331	N	AGS	4-ALDF-7B-05	Admin & Mgt	Recruitment, Retention & Promotion	Training & Staff Development	Each new employee is provided with an orientation prior to assuming duties. At a minimum, t code of ethics; (3) personnel policy manual; (4) employees' rights and responsibilities; (5) ov the facility; (7) facility goal and objectives; (8) facility organization; (9) staff rules and regulati overview.
332	N	AGS	4-ALDF-7B-06	Admin & Mgt	Recruitment, Retention & Promotion	Training & Staff Development	A qualified individual coordinates the staff development and training program. This person h training personnel complete at least a 40-hour training-for-trainers course. The training plan
333	N	AGS	4-ALDF-7B-07	Admin & Mgt	Recruitment, Retention & Promotion	Training & Staff Development	New clerical/support employees who have minimal inmate contact receive at least 16 hours o All persons in this category are given an additional 16 hours of training each subsequent year
334	N	AGS	4-ALDF-7B-08 Rev Jan 2005	Admin & Mgt	Recruitment, Retention & Promotion	Training & Staff Development	All new professional and support employees, including contractors, who have regular or daily year of employment. Forty hours are completed prior to being independently assigned to a p provided each subsequent year of employment. At a minimum, this training covers the follow regulations; (2) supervision of inmates; (3) signs of suicide risk; (4) suicide precautions; (5) use writing; (7) inmate rules and regulations; (8) key control; (9) rights and responsibilities of inm plan and procedures; (12) interpersonal relations; (13) social/cultural lifestyles of the inmate p (15) communication skills; (16) CPR/first aid; (17) counseling techniques; (18) sexual harassm (19) code of ethics.

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No.	Mand?	In K Scope?	ACA Standard Number	ACA Part Name	ACA Section Name	Practice Area	ACA Expected Practice
335	N	AGS	4-ALDF-7B-09	Admin & Mgt	Recruitment, Retention & Promotion	Training & Staff Development	All new full-time health care employees complete a formalized, 40 hour orientation program. At a minimum, the orientation program includes instruction in the following: (1) the purpose, goals, and mission of the parent agency; (2) security and contraband regulations; (3) key control; (4) appropriate conduct; (5) supervision of offenders; (6) universal precautions; (7) occupational exposure; (8) personal protective equipment; (9) overview of the correctional field.
336	N	AGS	4-ALDF-7B-10 Rev Aug 2005	Admin & Mgt	Recruitment, Retention & Promotion	Training & Staff Development	Written policy, procedure, and practice provide that all new correctional officers receive 120 hours of training before employment. At a minimum, this training covers the following areas: (1) security and safety; (2) supervision of offenders; (3) use of force; (4) suicide intervention/prevention; (5) offender rights; (6) communication skills; (7) standards of conduct; (8) cultural awareness; (9) sexual abuse prevention.
337	N	AGS	4-ALDF-7B-11	Admin & Mgt	Recruitment, Retention & Promotion	Training & Staff Development	Facility management and supervisory staff receive at least 40 hours of management and supervisory training each year thereafter.
338	N	AGS	4-ALDF-7B-12 Rev Aug 2007	Admin & Mgt	Recruitment, Retention & Promotion	Training & Staff Development	Written policy, procedure, and practice provide that correctional officers assigned to an emergency unit receive 40 hours of specialized training before undertaking their assignments. Other staff must receive 40 hours of specialized training within a correctional setting. The specialized training may be part of their first year of employment. Emergency units receive 40 hours of training annually, at least 16 of which are specifically related to emergency response.
339	N	AGS	4-ALDF-7B-13	Admin & Mgt	Recruitment, Retention & Promotion	Training & Staff Development	All part-time staff and contract personnel receive formal orientation appropriate to their assignment.
340	Y	AGS	4-ALDF-7B-14	Admin & Mgt	Recruitment, Retention & Promotion	Training & Staff Development	All personnel authorized to use firearms receive appropriate training before being assigned to duty with firearms. Firearms training covers the use, safety, and care of firearms and constraints on their use. Personnel must demonstrate competency in their use at least annually.
341	Y	AGS	4-ALDF-7B-15	Admin & Mgt	Recruitment, Retention & Promotion	Training & Staff Development	All personnel authorized to use chemical agents receive through training in their use and in the care of chemical agents.
342	N	AGS	4-ALDF-7B-16	Admin & Mgt	Recruitment, Retention & Promotion	Training & Staff Development	All security personnel are trained in self-defense and in the use of force to control inmates.
343	N	AGS	4-ALDF-7B-17	Admin & Mgt	Recruitment, Retention & Promotion	Training & Staff Development	Employees are encouraged to continue their education and professional development through reimbursement of costs, and administrative leave.
344	N	AGS	4-ALDF-7C-01	Admin & Mgt	Staff Ethics	Drug-free Workplace	The facility and administration affirm support for a drug-free workplace for all employees. The minimum: (1) prohibition of the use of illegal drugs; (2) prohibition of possession of any illegal drugs; (3) the procedures to be used to ensure compliance; (4) the opportunities available for treatment and counseling; (5) the penalties for violation of the policy.
345	N	AGS	4-ALDF-7C-02	Admin & Mgt	Staff Ethics	Code of Ethics	The facility has a written code of ethics that it provides to all employees. At a minimum, the code of ethics: (1) prohibits staff, contractors, and volunteers from using their official positions to secure privileges for themselves or others; (2) prohibits staff, contractors, and volunteers from engaging in activities that constitute a conflict of interest; (3) prohibits staff, contractors, and volunteers from engaging in personal business transactions with an inmate or an inmate's immediate family member; (4) prohibits staff, contractors, and volunteers from campaigning, lobbying, or political activities. All staff, contractors, and volunteers are held accountable for adherence to the code of ethics.
346	N	AGS	4-ALDF-7C-03	Admin & Mgt	Staff Ethics	Code of Ethics	New staff acknowledges in writing that they have reviewed facility work rules, ethics, regulations, and policies. A copy of the signed acknowledgement is placed in each staff member's personnel file.
347	N	AGS	4-ALDF-7D-01 7D-01-1 Added Aug 2010	Admin & Mgt	Facility Administration	Quality Improvement Practices	The facility has established measurable goals and objectives that are reviewed at least annually. The facility/agency shall demonstrate it has examined, and where appropriate, implemented measures to promote recycling, energy and water conservation, pollution reduction, and utilization of resources.
348	N	AGS	4-ALDF-7D-02	Admin & Mgt	Facility Administration	Quality Improvement Practices	There is an internal system for assessing achievement of goals and objectives that documents the system and is implemented in response to findings.

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No.	Mand?	In K Scope?	ACA Standard Number	ACA Part Name	ACA Section Name	Practice Area	ACA Expected Practice
349	N	ICE	4-ALDF-7D-03	Admin & Mgt	Facility Administration	Mission	A written statement describes the mission, philosophy, and goals of the facility.
350	N	AGS	4-ALDF-7D-04	Admin & Mgt	Facility Administration	Organization	An organizational chart depicts functional areas and lines of responsibility. The chart is updated annually.
351	N	AGS	4-ALDF-7D-05	Admin & Mgt	Facility Administration	Organization	The facility is managed by an administrator to whom all employees are responsible.
352	N	AGS	4-ALDF-7D-06 Rev Jan 2007	Admin & Mgt	Facility Administration	Policies & Procedures	Written policies and procedures describe all facets of facility operation maintenance, and are available to all employees unless security concerns justify limited access.
353	N	AGS	4-ALDF-7D-07	Admin & Mgt	Facility Administration	Policies & Procedures	Employees participate in the formulation of policies, procedures, and programs.
354	N	AGS	4-ALDF-7D-08	Admin & Mgt	Facility Administration	Policies & Procedures	New or revised policies and procedures are disseminated to staff, and where appropriate, to the public. v
355	N	AGS	4-ALDF-7D-09	Admin & Mgt	Facility Administration	Policies & Procedures	The facility administrator or designee inspects and reviews operations and programs at least annually. A report describing findings and corrective plans is submitted to the appropriate authority.
356	N	AGS	4-ALDF-7D-10	Admin & Mgt	Facility Administration	Financial Practices	The facility administrator prepares and submits an annual budget that identifies necessary resources and funding.
357	N	AGS	4-ALDF-7D-11	Admin & Mgt	Facility Administration	Financial Practices	A fiscal system accounts for all income and expenditures on an ongoing basis. Methods for accounting comply with accounting procedures established by the appropriate authority.
358	N	AGS	4-ALDF-7D-12 Rev Aug 2005	Admin & Mgt	Facility Administration	Financial Practices	The facility or parent agency fiscal process includes an independent financial audit of the facility's financials, but at least every three years.
359	N	AGS	4-ALDF-7D-13	Admin & Mgt	Facility Administration	Financial Practices	Position control is regulated regarding allocation, budget authorization, personnel records, and positions filled and vacant is available at all times. The fiscal office verifies that all payroll positions on the payroll are legally employed, that attendance records support the payroll, and that payroll is based on timekeeping records.
360	N	AGS	4-ALDF-7D-14	Admin & Mgt	Facility Administration	Financial Practices	There is facility insurance coverage that includes, at a minimum, workers' compensation, civil liability, and employee blanket bond.
361	N	AGS	4-ALDF-7D-15	Admin & Mgt	Facility Administration	Property Control	Inventory control of property, stores, and other assets, and requisition and purchase of supplies are in accordance with regulations.
362	N	AGS	4-ALDF-7D-16	Admin & Mgt	Facility Administration	Inmate Funds	Procedures govern the operation of any fund established for inmates. Any interest earned on the benefit of the inmates.
363	N	AGS	4-ALDF-7D-17	Admin & Mgt	Facility Administration	Information Practices, Records & Data	Staff, contractors and volunteers who work with inmates are informed of the facility's policies in writing that they will comply with these policies.
364	N	N/A	4-ALDF-7D-18	Admin & Mgt	Facility Administration	Management Information & Research	The conduct of research complies with state and federal guidelines for the use and dissemination of information, professional and scientific ethics. The facility administrator reviews all research projects and programs for conformance with the policies of the parent agency. Inmate participation in nonmedical, non-research programs is voluntary.
365	N	AGS	4-ALDF-7D-19	Admin & Mgt	Facility Administration	Inmate Records	Intake booking information is recorded for every person admitted to the facility and includes a mugshot, law: photograph, booking number, name and aliases of individual, current address (0r least-kilometer), duration of confinement, and a copy of the court order or other legal basis for commitment, name of officer, specific charges, sex, age, date of birth, place of birth, race, present or last place of residence, medical or mental health needs, emergency contact (name, relation, address, and phone number), identification numbers (where applicable), notation of cash and all property, additional information concerning the inmate, or other identifying information such as birthmarks or tattoos.
366	N	AGS	4-ALDF-7D-20	Admin & Mgt	Facility Administration	Inmate Records	The facility maintains custody records on all inmates committed or assigned to the facility, including intake/booking information; court-generated background information; cash and property receipts; incidents, or crime(s) committed while in custody; dispositions of court hearings; records of program participation; classification records. The contents of inmate records are identified and separated according to the facility administrator.

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No.	Mand?	In K Scope?	ACA Standard Number	ACA Part Name	ACA Section Name	Practice Area	ACA Expected Practice
367	N	AGS	4-ALDF-7D-21	Admin & Mgt	Facility Administration	Inmate Records	Unless release of information is required by statute, inmates sign a release-of-information card and state regulations prior to the release of information. A copy of the form is maintained in the inmate's file.
368	N	AGS	4-ALDF-7D-22	Admin & Mgt	Facility Administration	Inmate Records	Electronic record-keeping systems and data are protected from unauthorized access.
369	N	ICE	4-ALDF-7D-23	Admin & Mgt	Facility Administration	Facility & Equipment	Adequate space is provided for administrative, security, professional, and clerical staff. This space includes, but is not limited to, records, public lobby, and toilet facilities.
370	N	AGS	4-ALDF-7D-24	Admin & Mgt	Facility Administration	Facility & Equipment	Staff needs are met through providing adequate spaces in locations that are convenient for use to change clothes and to shower; an area, room, and/or employee lounge that offers privacy; access to exercise/physical training facilities and equipment; space for training; space for showers; and space for inmates.
371	N	ICE	4-ALDF-7D-25	Admin & Mgt	Facility Administration	Health Care Quarterly Meetings	The health authority meets with the facility administrator at least quarterly and submits quarterly reports on the effectiveness of the health care system, a description of any environmental factors that may affect the health care system, and, if needed, recommended corrective action. The health authority immediately reports to staff or inmate health and safety.
372	N	ICE	4-ALDF-7D-26	Admin & Mgt	Facility Administration	Health Care Statistical Reports	Quarterly statistical reports are prepared and include, at a minimum, the use of health care services, prescriptions written, laboratory and x-ray tests completed, infirmary admissions, if applicable, injuries or illnesses, deaths, and off-site transports. Reports are submitted to, and reviewed by, the facility administrator.
373	N	AGS	4-ALDF-7E-01	Admin & Mgt	Staff Treatment	Personnel Practices	There is a personnel policy manual that is available to each employee and is explained at employee orientation annually and revised, as needed. This manual includes, at a minimum: An affirmative action program; a policy for selection, retention, and promotion of all personnel on the basis of merit; rules for probationary employment; a compensation and benefit plan; provisions of the American Arbitration Association's grievance and appeal procedures; infection control plan; and harassment/sexual misconduct policy.
374	N	AGS	4-ALDF-7E-02 Rev Aug 2010	Admin & Mgt	Staff Treatment	Personnel Practices	The institution maintains a current, accurate, confidential personnel record on each employee. Personnel records and the personnel record cannot be maintained confidentially. Information obtained through an inquiry regarding the medical condition or history of applicants and employees is collected and maintained in a confidential medical file and treated as a confidential medical record.
375	N	AGS	4-ALDF-7E-03	Admin & Mgt	Staff Treatment	Compensation	Compensation and benefit levels for all facility personnel are comparable to those for similar positions in the same level of government. Compensation and benefits for correctional officers are at least equal to those for law enforcement officers in the same level of government.
376	N	AGS	4-ALDF-7E-04	Admin & Mgt	Staff Treatment	Termination	Employees on permanent status are terminated or demoted only for cause. An appeal procedure is provided for employees.
377	N	ICE	4-ALDF-7E-05	Admin & Mgt	Staff Treatment	Facility & Equipment	Reasonable accommodation is made to ensure that all parts of the facility that are accessible to the public and visitors with disabilities.
378	N	ICE	4-ALDF-7F-01	Admin & Mgt	Community Relations	Community Relations	The public and the media are informed of events within the facility's areas of responsibility. For emergency responses to the media and, at a minimum, include the following: The identification of media representatives; the contact person for routine requests for information; identification of individuals or positions within the facility authorized to speak with the media on behalf of the facility; and the identification of individuals or positions within the facility authorized to speak with the media on behalf of the facility.
379	N	ICE	4-ALDF-7F-02	Admin & Mgt	Community Relations	Community Relations	Consistent with the laws of the jurisdiction, there is a system for providing notification to the media of the confinement of the convicted inmate or in the event of an escape. Follow-up notification is provided to the media returned to custody.

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No.	Mand?	In K Scope?	ACA Standard Number	ACA Part Name	ACA Section Name	Practice Area	ACA Expected Practice
380	N	N/A	4-ALDF-7F-03	Admin & Mgt	Community Relations	Community Relations	The facility actively identifies and implements activities that contribute to the community.
381	N	ICE	4-ALDF-7F-04	Admin & Mgt	Community Relations	Volunteer Services	The facility provides for recruiting citizens and volunteers for facility involvement. The screening recruitment form all cultural and socioeconomic parts of the community.
382	N	AGS	4-ALDF-7F-05	Admin & Mgt	Community Relations	Volunteer Services	Each volunteer completes as appropriate, documented orientation and/or training program prior to service. Responsibilities, and accountability for volunteers are specified.
383	N	ICE	4-ALDF-7F-06	Admin & Mgt	Community Relations	Volunteer Services	There is an official registration and identification system for volunteers.
384	N	N/A	4-ALDF-7F-07	Admin & Mgt	Community Relations	Volunteer Services	If volunteers are used in the delivery of health care, there is a documented system for selection and a definition of tasks, responsibilities and authority that is approved by the health authority with their credentials and training. Volunteers agree in writing to abide by all facility policies, confidentiality of information.
385	N	ICE	4-ALDF-7G-01 Added Jan 2007 Added New Section	Admin & Mgt	Security Threat Groups	Security Threat Groups	Security Threat Groups Written policy, procedure, and practice require that ongoing, but not as determined by the agency or parent agency with the local Joint Terrorism Task Force (JTTF) matters to include: (1) a list of known terrorist inmates in local custody; (2) intelligence regarding information regarding specific incidents, events, or threats affecting the institution or detention connection.

E. Transition Plan

E.1 Transition Plan Approach

To provide low risk and high confidence for all transition activities to ICE-ERO at the Krome SPC, the AGS team has assembled a team of subject matter experts along with their proven ability as demonstrated in our histories of past performance to successfully transition into this contract. AGS has teamed with AKAL security, to provide a proven track record of success in providing service to Immigration and Customs Enforcement operations and facilities and has a history of incumbency. AGS brings a broad range of services and experience that will enhance efficiencies, provide a high level of service, and ensure the success of this contract. Using ISO 9001:2008-compliant transition procedures, this process has over 250 specific steps that provides well-defined roles and responsibilities and detailed measurable milestones.

Figure E.1-1 provided examples of the AGS team’s successful phase-In performance

Customer	Services	Staff	Days
Ft. Gordon	Security Access Control, Property Control, Transportation,	(b)(7)(E)	
SPC Krome	Detention Services, Transportation Services, Food Services.		
Ft. Knox	Transportation, Property Control, Central Issue, and Ammunition supply.		
SPC El Centro	Detention Services, Transportation Services, Food Services.		
NGA	Detention Services, Transportation Services, Food Services.		
SPC El Paso	Detention Services, Transportation Services, Food Services.		
Merchant Marine Academy	Management of Food Services and Facilities.		
SPC Florence	Detention Services, Transportation Services, Food Services.		
ICE Air	Air Transportation Services.		

Figure E.1-1. Phase-in experience. *The AGS team has extensive experience transitioning large, complex programs in limited time.*

Akal is currently part of the incumbent team at the Krome Service Processing Center and has an in depth understanding of the day to day issues and problems of the facility and its operations. Through its current support features including payroll, transition of existing personnel will be seamless. With access to a number of training programs that are fully ICE compliant and have already been reviewed and approved, we are ready and able to provide access to both initial and ongoing training needs required within this contract. An additional benefit is the incumbent knowledge of the current staff, the ability to immediately transition them to our team, and the ability and skill of the entire AGS team to understand and proceed through the often complicated background process using only pre-qualified candidates.

The AGS team has a broad range of expertise in transitioning government contracts in a manner that maintains high levels of security with little to no effect to the government.

The transition plan resulting from these processes assures ICE of a seamless transition for the Krome facility. With members of the AGS team already familiar with current operations, a 60-day transition as defined in the request for proposal (RFP) can be accomplished without incident. We are fully prepared to install our Program Management team upon award, thus giving us the ability to transfer qualified incumbent personnel; recruit and hire qualified personnel for any remaining positions; acquire needed materials, tools, and equipment; and establish vendor accounts quickly. By bringing on our workforce at appropriate points during the transition period, we will be fully staffed on day one of contract operations.

E.2 Transition Team Approach

Our experienced transition team has been custom fit to provide a high level of detail with little risk to the government and to ensure current operations are not interrupted. This team will be responsible for accomplishing all transition events according to schedule. AGS team has created a unilateral corporate level team of subject matter experts to fully support all aspects of ICE requirements in its Detention Program to include, Custody, custody management, transportation, air operations, and facility support in the area of food services. Both at a high level and at the Krome facility, we have employed staff with a personal knowledge of ICE detention operations. A significant measurement is the ability to forecast and eliminate any potential transition issues. The organization is tailored to the ICE requirements to provide an effective span of control, maintain a lean structure that responds quickly to PWS requirements, while interacting efficiently with our government counterparts.

E.2.1 Transition Approach.

AGS recognizes the importance of communicating during the transition period and a high priority will be maintaining clear and concise program goals with specific timelines that are met and communicated to the government.

AGS intends to use an integrated management schedule with milestones. Within our transition framework, we will work with the current contractor to transition as many existing staff as possible while also screening potential new candidates. We intend to retain a majority of existing staff from the level of Captain and below and are prepared to hire and train for any positions not filled within the transition period. AGS has past performance experience for a complete and successful transition of staff and equipment and will work with the incumbent at every level to promote a positive transition.

A two team approach will be utilized to execute the transition phase of the Krome SPC contract. The first team, consisting of the permanent Project Management Team assigned to the project, is responsible for continuity of operations; we refer to them as the Contract Operations Continuity (COC) Team. Team 2 is comprised of corporate level support personnel responsible for sustained contract support.

These individuals will be temporarily assigned to the Contract Resources Transition (CRT) Team (See **Figure E.2.1-1**) After Transition, all members of the COC will assume their responsibilities as Program Management staff for Krome. While those assigned to the CRT will return to their corporate duties and functions supporting multiple contracts to include the Krome SPC.

Mr. (b)(6)(b)(7) will be the overall transition manager and team lead, he will provide oversight and direction to this multi-faceted transition team. Mr. (b)(6) brings over 30 years of management experience at the corporate and project levels that encompasses Homeland Security, Department of Defense, and NASA contracts.

Mr. (b)(6) brings a history of successful leadership in the area of transitions and his experience will provide a high level of leadership ensuring the team stays on task and on schedule. Of particular relevance to his role for this Krome Processing Center contract, Mr. (b)(6) leads contract transitions for nearly all Akima, LLC subsidiary companies' contracts. His ability to previously effect smooth transitions makes him a particularly good choice for this DHS ICE contract.

As director of operations, for Akima Facilities Management, LLC, he is responsible for operational oversight of all federal contracts for this \$75 M per year government services contractor. Those contracts include facilities O&M, logistics, administrative, and technical support services. He participates and provides input into parent company Akima, LLC's overall business development processes, covering all company

subsidiaries and disciplines. He conducts scheduled and unscheduled audits of contract operations, including support of health, safety, and environmental considerations pertinent to the respective contracts. Program Manager, Mr. (b)(6), (b) will lead The Krome Contract Operations Continuity (COC) Team. The COC Team gradually assumes their leadership roles in program management at Krome while performing temporary duties that include building relationships with stakeholders, and preparing for daily executable requirements while gaining a comprehensive understanding of the functional requirements of the project scope.

During his 31 year career as a law enforcement officer, Mr. (b)(6) served as the Officer in Charge of the largest Immigration Detention Facility in the Northeast United States for over 16 years, he helped plan, design, coordinate and implement the programs at the York ICE Detention Center, making it a successful and sustainable operation within the ICE detention program. He was responsible for the operation of all facets of this facility which included; up to 100 federal employees performing a wide variety of duties including , the detention and case management of up to 900 detainees, apprehension and removal activities of up to 500 incoming detainees and 500 outgoing detainees per week; the Immigration Court hearing process; detainee custody determinations and custody well-being; human resource duties including hiring/removing employees, conducting management inquiries/investigations concerning allegations of employee misconduct, detainee medical treatment complaints, media inquiries; and establishing and conducting liaison with local, state and other federal agencies.

Mr. (b)(6), (b) will manage the Contract Resources Transition (CRT) Team. The CRT consists of corporate employees, teaming partners, senior advisors, and service vendors that will provide temporary support in transitioning the contract from the incumbent to AGS. The CRT team specifically focuses on the activities generated by the transition of the workforce, assumption of materials and goods, systems and processes migration, and stand up of support facilities and services. The CRT Team phases out as their assigned tasks are executed and the COC Team assumes the day-to-day operational responsibilities and activities. Mr. (b)(6) brings nearly 28 years of immigration experience. His expertise includes project management, contract, cost, an policy management, PBNDS compliance, training, and operations. He has overseen the transition or startup of a number of Immigration detention centers, including the Buffalo Federal Detention Center, T. Don Hutto Family Residential Center, and Adelanto Detention Facility. His experience will assist our facility management team to complete its transition in an expedited and orderly manner. **Figure E.2.2-1** depicts the functions within each area (executed by the COC), and details how the CRT will support transition efforts in each of the COC functional areas.

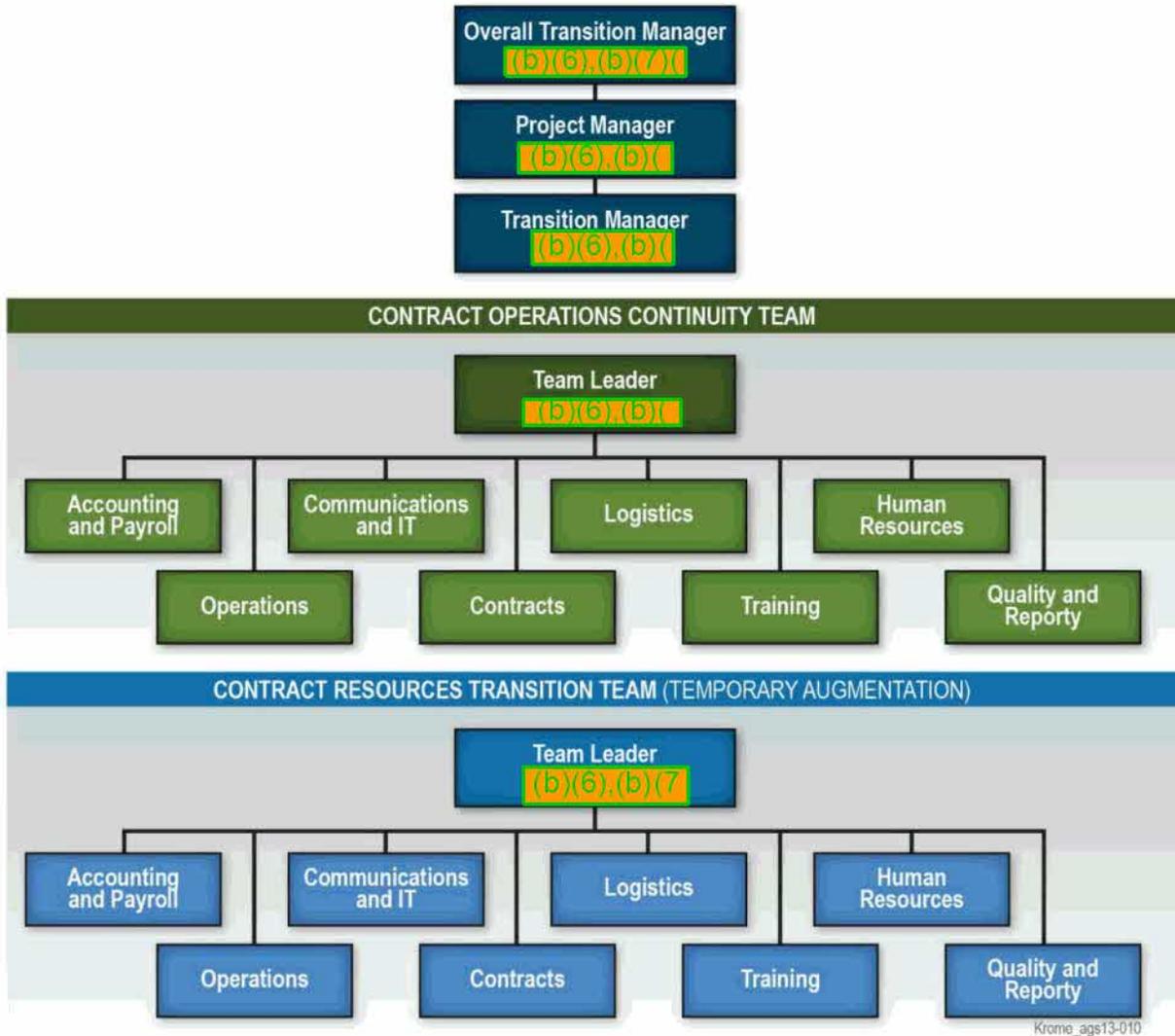


Figure E.2.2-1. Contract Operations Continuity Team (CRT). The CRT consists of corporate employees, teaming partners, senior advisors, and service vendors that will provide temporary support in transitioning the contract from the incumbent to AGS. Mr. (b)(6) and Mr. (b)(6) will attend the post award meeting and schedule a series of weekly follow-on meetings with the contacting officer, COR, and other designated government representatives. All transition activities will cause minimal interference with ongoing operations. Figure E.2.2-2 lists the transition team members and their responsibilities.

Transition Team Positions	Responsibilities
Transition Manager	<ul style="list-style-type: none"> Direct and oversee daily actions and interactions of the transition team members. This person will ensure team members perform assigned responsibilities cohesively and expeditiously and the associated documentation and deliverables are accurate, complete, and ready for submittal. Align and coordinate corporate support and verify adherence to the comprehensive transition checklist and schedule.

Transition Team Positions	Responsibilities
	<ul style="list-style-type: none"> ▶ Provide weekly management updates and milestones reports. ▶ Transfers overall management and oversight to Project Manager at the end of the transition period.
Project Manager	<ul style="list-style-type: none"> ▶ Manage Operational transition activities. ▶ Build and foster a partnership with the Contracting Officer and all associated customers. ▶ Accomplish the transition, interview and hire staff, and maintain quality. ▶ Ensure training and background functions are completed timely.
Human Resources Manager	<ul style="list-style-type: none"> ▶ Oversee all HR/ Corporate Transition activities. ▶ Build and Bridge relationships between corporate contract admin and Government contracting. ▶ Support operations in all transition activities.
Information Technology	<ul style="list-style-type: none"> ▶ Install and make operational (b)(4),(b)(7)(E) ▶ Develop IT contingency plans. ▶ Order and install the badge ID system in the HR office (HR to produce and process ID badges). ▶ Document LAN/WAN. ▶ Perform final interface test of all IT contractor and government systems.
HR Administrative Support	<ul style="list-style-type: none"> ▶ On location to receive applications, screen applicants, conduct initial interviews, and in-process new hires, will provide orientation training to all new hires, set up town hall meetings, and set up personnel files. ▶ Determine date to hire and train initial staff. ▶ Provide administrative support to the transition team. ▶ Assist in set up of transition office, obtain transition equipment and supplies and participate in town hall meetings.
Operations	<ul style="list-style-type: none"> ▶ Review all security policies and procedures and ensure compliant. ▶ Review all Post Orders. ▶ Review all Emergency Plans ▶ Ensure all emergency plans are completed and approved. ▶ Assist key managers in reviewing, revising, and finalizing operational plans and procedures and preparing deliverables for submittal to the government in accordance with mandated dates. ▶ Identify security/operations personnel to review facility.
Accounting and Payroll	<ul style="list-style-type: none"> ▶ Ensure appropriate bank accounts and funding to support transition activities are readily available. ▶ Establish our accounting codes to track time and project costs. ▶ Establish all new hires in our payroll system. ▶ Run tests to verify all employees' time is accurately accounted for starting on day one.

Transition Team Positions	Responsibilities
Training	<ul style="list-style-type: none"> ▶ Training Manager and Training Officer finalize training program for COR review and approval Schedule and begin training and employee orientation. ▶ Finalize facility-specific training, detainee accountability, movement, and emergency response. ▶ Train initial staff. ▶ Schedule new hire training.
Quality Control Officer	<ul style="list-style-type: none"> ▶ Serve as subject matter expert for operations and maintenance, performance management and quality control, safety and health, security, and environmental. ▶ Perform condition assessments and provide corrective action reports and recommendations. ▶ Participate fully in the observation period during transition. ▶ Review Safety Program. ▶ Institute safety plans, safety committee, accident reports, monthly safety meetings, accident review committee, and monthly/quarterly inspections. ▶ Implement safety reporting requirements.
Contracts	<ul style="list-style-type: none"> ▶ Schedule a luncheon meeting with all local law enforcement leaders and emergency services providers to discuss and establish MOU (memorandums of understanding). ▶ Discussions and agreements with outgoing contractor. ▶ Transition planning between incumbent and award contractors. ▶ Discussion and agreement on new Bargaining Agreement.
Logistics Transportation/Food Service	<ul style="list-style-type: none"> ▶ Order and track vehicle production and delivery. ▶ Finalize transportation plan. ▶ Identify staff for transportation and arrange for DOT and CDL licenses. ▶ Conduct Armory inventory (weapons/chemicals) and order any weapons and/or chemicals necessary. ▶ Develop and implement a vehicle preventive maintenance and 3rd party routine maintenance plan. ▶ Develop transition plan for accountability and transfer of GFE for food service including existing food materials. ▶ Begin scheduling ordering of food stock. ▶ Organize menus to allow for serving at least two hot meals per day, develop approved contingencies. ▶ Establish retention policy for records that must be maintained. ▶ Transfer and track existing government furnished equipment (GFE).

Figure E.2.2-2. Transition Team Duties & Responsibilities. *This team will be responsible for accomplishing all transition events according to schedule.*

E.3 Transition Schedule

The AGS project plan includes all key milestones as required by the SOO in the five segments of effort:

- Contract Award, Transition Plan Day 1 – Day 5
- Transition Plan, Staff Training Day 5 – Day 14
- QC Plan Day 15 – Day 30
- EAP – Prevention Plan Day 45
- Full Operational Compliance Day 30 – Day 60

5 Days	14 Days	30 Days	45 Days
<ul style="list-style-type: none"> • Transition Plan • Post Award Conference Minutes • Uniform Badge/Insignia Design • Recruitment Plan • Pre-Assessment new hire program • Inventory GFE • BETA test payroll systems 	<ul style="list-style-type: none"> • Update/Transition Plan • Staff Training Plan • Obtain Security Badges/clearances MIA • Communications Plan • Maintenance and use of equipment and materials plan 	<ul style="list-style-type: none"> • Hiring Plan • Quality Control Plan • Updated Training Plan • Finalized List of Approved Food Vendors • Policy/Procedures Manual • Medical exam for new hires • SOP deliverable for secure operations • Uniform Management and Appearance Plan • Post Orders review by COR • Staffing Plan • IT Security Plan • Scheduling Plan 	<ul style="list-style-type: none"> • Continuity of Operations Plan (COOP) • EAP • Sexual Assault & Suicide Prevention Plan • Completion of New Hire Background Investigation

Figure E.3-1. Transition Schedule Snapshot. *This figure provides a snapshot of the transition schedule.*

E.5 Gantt Chart with Major and Minor Transition Milestones

For proposal purposes, we have used December 2, 2013 as the contract notification of award date and a transition period from December 2, 2013, through January 31, 2014 as the 60-day transition period. The first day of full contract performance is shown as February 1, 2014. Due to the brief transition period, AGS team has invested considerable resources at the corporate level to engage in a long term relationship on multiple projects. We have already begun planning and development in the areas of custody management, transportation, training, human resources, and other areas in support of current and future ICE contracts. The AGS corporate team will provide a strong focus in the area of Immigration Detention Management.

ID	Task Name	Start	Finish	September							October				November				December												
				9/15	9/22	9/29	10/6	10/13	10/20	10/27	11/3	11/10	11/17	11/24	12/1	12/8	12/15	12/22	12/29												
1	PRE-AWARD PREPARATIONS	Tue 9/10/13	Mon 12/2/13	[Gantt bars for tasks 1-41]																											
2	Transition Team Preparations	Tue 9/10/13	Mon 12/2/13	[Gantt bar]																											
3	Select Transition Teams	Mon 11/11/13	Mon 11/18/13	[Gantt bar]																											
4	Notify Management Teams	Thu 11/28/13	Mon 12/2/13	[Gantt bar]																											
5	Transition Team Preparations	Mon 10/14/13	Fri 11/22/13	[Gantt bar]																											
6	Define Transition Team member tasks	Mon 10/14/13	Fri 11/22/13	[Gantt bar]																											
7	Prepare support requirements for Transition Teams	Mon 10/14/13	Fri 11/22/13	[Gantt bar]																											
8	Define Transition Team orientation program	Mon 10/14/13	Fri 11/22/13	[Gantt bar]																											
9	Training Facility Space	Mon 10/14/13	Fri 11/22/13	[Gantt bar]																											
10	Identify Training Facility Location	Mon 10/14/13	Fri 11/22/13	[Gantt bar]																											
11	Identify training facility needs	Mon 10/14/13	Fri 11/22/13	[Gantt bar]																											
12	Secure first right of refusal for all facility requirements	Mon 11/25/13	Fri 11/26/13	[Gantt bar]																											
13	Determine required office supplies and equipment	Mon 11/4/13	Fri 11/12/13	[Gantt bar]																											
14	Identify office supply vendor	Mon 11/11/13	Fri 11/22/13	[Gantt bar]																											
15	Identify and establish contact with required vendors	Mon 10/14/13	Fri 11/15/13	[Gantt bar]																											
16	Office Supplies	Mon 11/25/13	Fri 11/29/13	[Gantt bar]																											
17	Telecommunications Service Providers	Mon 11/25/13	Fri 11/29/13	[Gantt bar]																											
18	Uniforms	Mon 11/25/13	Fri 11/29/13	[Gantt bar]																											
19	Printer Services	Mon 11/25/13	Fri 11/29/13	[Gantt bar]																											
20	Detailed Transition Guides & Checklists	Mon 11/11/13	Fri 11/28/13	[Gantt bar]																											
21	Develop operations scheduling/staffing guide & checklist	Mon 11/11/13	Fri 11/28/13	[Gantt bar]																											
22	Develop HR transition guide and checklist	Mon 11/11/13	Fri 11/28/13	[Gantt bar]																											
23	Develop GFE and logistics guide & checklist	Mon 11/11/13	Fri 11/28/13	[Gantt bar]																											
24	Develop a QA-QC guide and check list	Mon 11/11/13	Fri 11/28/13	[Gantt bar]																											
25	Develop a Training guide and checklist	Mon 9/30/13	Tue 10/8/13	[Gantt bar]																											
26	Develop a Recruitment and Assessment guide and checklist	Mon 9/30/13	Tue 10/8/13	[Gantt bar]																											
27	Develop Administrative Transition Guide and Checklist	Mon 9/30/13	Tue 10/8/13	[Gantt bar]																											
28	Develop Payroll Guide and checklist	Mon 10/14/13	Mon 10/14/13	[Gantt bar]																											
29	Execute Program of Pre-Recruitment for Detention Officer applicants	Mon 11/4/13	Mon 11/25/13	[Gantt bar]																											
30	Prepare Position Descriptions and Compensation	Mon 11/4/13	Fri 11/22/13	[Gantt bar]																											
31	Identify present AGS team Security Applicant pool	Mon 11/4/13	Fri 11/22/13	[Gantt bar]																											
32	Prepare and release recruitment media for interest information	Mon 11/4/13	Fri 11/22/13	[Gantt bar]																											
33	Open recruitment help desk within the AGS team tracking applicant interest.	Mon 11/18/13	Mon 11/18/13	[Gantt bar]																											
34	Human Resource Preparations	Mon 11/18/13	Fri 11/26/13	[Gantt bar]																											
35	Establish standards for payroll and personnel reporting	Mon 11/18/13	Fri 11/26/13	[Gantt bar]																											
36	Define standardized employee orientations	Mon 11/18/13	Fri 11/26/13	[Gantt bar]																											
37	Develop Draft Standard Employee Handbook	Mon 11/18/13	Fri 11/26/13	[Gantt bar]																											
38	Coordinate with selected subcontractors to finalize handbook	Mon 11/18/13	Fri 11/26/13	[Gantt bar]																											
39	Uniforms	Sun 10/20/13	Thu 11/7/13	[Gantt bar]																											
40	Draft Comprehensive Uniforming Plan for detention officer force	Mon 10/21/13	Mon 10/29/13	[Gantt bar]																											
41	Develop Company Patch Concepts	Wed 10/30/13	Thu 11/7/13	[Gantt bar]																											
42	CONTRACT AWARD	Mon 12/2/13	Fri 11/31/14	[Gantt bar]																											
43	Contract Assumption Adjustment Dialogue	Mon 12/9/13	Fri 11/17/14	[Gantt bar]																											
44	Post Award Conference Minutes	Tue 12/3/13	Tue 12/3/13	[Gantt bar]																											
45	Determine contract negotiations points	Tue 12/3/13	Wed 12/11/13	[Gantt bar]																											
46	Meet with CO/FOD/ICOR to negotiate and sign contract (Kick-off meeting)	Tue 12/3/13	Fri 12/6/13	[Gantt bar]																											
47	Provide Post Award Conference (PAC) Minutes (A024)	Fri 12/6/13	Fri 12/6/13	[Gantt bar]																											
48	Meet with ICE, CO, and FOD Team and initiate Pre-Transition Activity	Tue 12/3/13	Thu 12/5/13	[Gantt bar]																											
49	Project/Transition Coordinations	Mon 12/9/13	Thu 11/30/14	[Gantt bar]																											
50	Team Preparation and Coordination	Mon 12/9/13	Thu 12/26/13	[Gantt bar]																											
51	Notification to Subcontractor Team partners	Mon 12/3/13	Mon 12/3/13	[Gantt bar]																											

ID	Task Name	Start	Finish	September			October			November				December				
				9/15	9/22	9/29	10/6	10/13	10/20	10/27	11/3	11/10	11/17	11/24	12/1	12/8	12/15	12/22
104	Schedule incumbent workforce members for interviews and hire commitments	Mon 12/16/13	Fri 1/24/14															
105	Identify and schedule ready reserve for interviews and hire commitments	Mon 12/16/13	Mon 1/6/14															
106	Prepare for Employment Rallies	Thu 12/12/13	Wed 12/18/13															
107	Notify incumbent workforce of Employment Rallies	Mon 12/9/13	Fri 12/13/13															
108	Supervisor Recruitment	Mon 12/16/13	Tue 1/21/14															
109	Advertise internally for supervisory positions	Mon 12/16/13	Tue 1/21/14															
110	Schedule individual supervisor interviews	Mon 12/16/13	Tue 1/21/14															
111	Conduct supervisor interviews	Mon 12/16/13	Tue 1/7/14															
112	New Hire Recruitment	Mon 12/9/13	Fri 1/31/14															
113	Set up off-site offices for conduct of recruitment and pre-assessments	Thu 12/12/13	Thu 1/16/14															
114	Schedule interviews and pre-assessment activity based on pre-award effort	Mon 12/9/13	Fri 1/31/14															
115	Conduct recruitment and pre-assessment activity for transition needs	Mon 12/9/13	Fri 1/31/14															
116	New Hire Assessment	Mon 12/9/13	Fri 1/31/14															
117	Set-up off-site Assessment Center for Transition	Wed 12/4/13	Wed 1/8/14															
118	Coordinate and staff Assessment Center with security	Thu 1/9/14	Mon 1/13/14															
119	Coordinate and staff Assessment Center with administrative support	Thu 1/9/14	Mon 1/13/14															
120	Medical exams for new hires	Mon 12/9/13	Fri 1/31/14															
121	Process successful Assessment candidates for EOD Suitability Determinations	Mon 12/9/13	Fri 1/31/14															
122	Submit I-9s for all new hires prior to starting work	Mon 12/9/13	Mon 12/9/13															
123	Provide firearm certificates from licensed gunsmith	Mon 12/9/13	Mon 12/9/13															
124	TB skin test certificate for all employees prior to first day of duty	Mon 12/9/13	Mon 12/9/13															
125	Employees pas medical Exam by licensed physician 30 days prior to initial a	Mon 12/9/13	Mon 12/9/13															
126	Submit applicants security paperwork/packets to COR	Mon 12/9/13	Mon 12/9/13															
127	LOGISTICS	Mon 12/9/13	Fri 1/31/14															
128	Inventory	Mon 12/9/13	Fri 1/17/14															
129	Finalize WinTeam for loading inventory data	Mon 12/9/13	Tue 12/17/13															
130	Conduct joint inventory of government-furnished equipment	Mon 12/9/13	Tue 1/7/14															
131	Assign GFE responsibilities	Mon 12/9/13	Wed 12/11/13															
132	Schedule date to assume responsibility of all GFE	Mon 12/9/13	Tue 12/10/13															
133	Define maintenance schedule and load into WinTeam	Mon 12/9/13	Fri 1/17/14															
134	Conduct inventory of Consumables	Mon 12/9/13	Fri 1/17/14															
135	Schedule delivery of projected consumable needs	Mon 12/9/13	Tue 1/7/14															
136	Schedule date to assume responsibility for consumables	Mon 12/9/13	Tue 12/10/13															
137	Receive Government provided Mobile Radios	Mon 1/6/14	Fri 1/10/14															
138	Receive and deploy contractor furnished Property	Mon 1/13/14	Fri 1/17/14															
139	Key, tool cabinet inventory Class A and Class B log to COR	Fri 1/17/14	Fri 1/17/14															
140	Technology Implementation																	
141	TRAINING	Mon 12/9/13	Fri 1/31/14															
142	Training Cadre	Mon 12/9/13	Fri 12/20/13															
143	Hire of incumbent training staff	Mon 12/9/13	Fri 12/20/13															
144	Request training records from current operator for incumbent staff retained	Mon 12/16/13	Mon 12/16/13															
145	Hire of external training staff as needed	Mon 12/9/13	Fri 12/13/13															
146	New Hire Training	Mon 1/6/14	Fri 1/31/14															
147	Set-up of Training Facilities	Mon 12/9/13	Fri 12/13/13															
148	Employee Orientation Training	Mon 1/6/14	Mon 1/6/14															
149	schedule Training classes	Mon 12/9/13	Thu 12/26/13															
150	Cultural sensitivity training classes	Mon 12/9/13	Thu 12/26/13															
151	Execute schedule training courses	Mon 12/9/13	Thu 12/26/13															
152	Initiate 60-hour OJT	Mon 1/6/14	Fri 1/17/14															
153	Supervisory Training	Wed 1/8/14	Thu 1/30/14															
154	Schedule company supervisory training	Wed 1/8/14	Tue 1/28/14															
155	Supervisory training completed	Wed 1/29/14	Thu 1/30/14															

ID	Task Name	Start	Finish	September				October				November				December			
				9/15	9/22	9/29	10/6	10/13	10/20	10/27	11/3	11/10	11/17	11/24	12/1	12/8	12/15	12/22	12/29
156	Incumbent Training	Mon 12/9/13	Fri 1/31/14																
157	Assess Incumbent Training schedule	Fri 12/6/13	Thu 12/26/13																
158	Load incumbent schedule into []	Mon 12/16/13	Wed 12/18/13																
159	Track training activity in parallel with incumbent training program	Thu 12/19/13	Fri 12/27/13																
160	Schedule transition date to assume training responsibilities	Mon 12/23/13	Wed 12/25/13																
161	Execute assumption of responsibilities	Mon 12/30/13	Fri 1/24/14																
162	Specialty training	Mon 12/16/13	Fri 1/31/14																
163	Schedule Specialty training	Mon 12/23/13	Fri 1/31/14																
164	Conduct specialty training	Mon 1/6/14	Fri 1/31/14																
165	OPERATIONS	Mon 12/2/13	Fri 1/31/14																
166	Directives	Mon 12/2/13	Fri 1/31/14																
167	Assimilation and Verification of posting of current Krome SOPs	Mon 1/20/14	Fri 1/31/14																
168	Distribution of Company policies and procedures	Mon 1/20/14	Fri 1/31/14																
169	On shift Training on policies and procedures	Mon 1/20/14	Fri 1/31/14																
170	Scheduling	Mon 12/2/13	Fri 1/31/14																
171	Assess incumbent methodology for scheduling	Mon 12/9/13	Thu 12/12/13																
172	Prepare most advantageous schedule for staffing position requirements	Fri 12/13/13	Tue 12/24/13																
173	Secure workforce shift bids and load into [] scheduling	Mon 12/2/13	Thu 12/19/13																
174	Secure approval of schedule and staging Krome ICE	Fri 12/20/13	Mon 12/23/13																
175	Beta test schedule	Tue 12/24/13	Thu 12/26/13																
176	Schedule date to convert workforce to new work schedule	Fri 12/27/13	Mon 12/30/13																
177	notify detention officers of new work schedule date	Fri 12/27/13	Thu 1/2/14																
178	QUALITY CONTROL/QUALITY ASSURANCE	Mon 12/23/13	Fri 1/31/14																
179	Review all contract responsibilities to ensure full compliance	Mon 1/6/14	Fri 1/24/14																
180	Begin measuring established requirements and report on outcomes	Mon 1/27/14	Mon 2/3/14																
181	COMMUNICATIONS AND INFORMATION SYSTEMS	Mon 12/16/13	Fri 1/3/14																
182	Communications Plan to Krome COR	Mon 12/16/13	Tue 12/17/13																
183	Assess current incumbent contractor means of communicating	Thu 12/12/13	Wed 1/1/14																
184	Assess and assimilate emergency communications, codes, call signs and means	Thu 12/12/13	Wed 1/1/14																
185	Assimilate and Produce communication plan	Mon 12/16/13	Fri 1/3/14																
186	Deliverables	Tue 12/3/13	Fri 1/31/14																
187	Transition Plan	Tue 12/3/13	Fri 12/20/13																
188	Submit plan	Mon 12/9/13	Mon 12/9/13																
189	Review and secure approval	Tue 12/10/13	Tue 12/10/13																
190	Uniform Badge & Insignia Design	Mon 12/9/13	Tue 12/10/13																
191	Submit badge and insignia designs	Mon 12/9/13	Mon 12/9/13																
192	Review, adjust as required and secure approval	Fri 12/13/13	Fri 12/13/13																
193	Hiring Plan	Wed 12/4/13	Wed 12/11/13																
194	Submit plan	Wed 12/4/13	Wed 12/4/13																
195	Review and secure approval	Thu 12/5/13	Wed 12/11/13																
196	Quality Control Plan	Fri 12/13/13	Fri 12/27/13																
197	Submit plan	Fri 12/13/13	Fri 12/13/13																
198	Review and secure approval	Mon 12/16/13	Fri 12/27/13																
199	Training Plan	Fri 12/13/13	Fri 12/27/13																
200	Submit plan	Fri 12/13/13	Fri 12/13/13																
201	Review and secure approval	Mon 12/16/13	Fri 12/27/13																
202	Program management Plan	Mon 12/16/13	Fri 1/24/14																
203	Submit plan	Mon 12/16/13	Mon 12/16/13																
204	Review and secure approval	Thu 12/19/13	Tue 1/7/14																
205	SSI Management Plan	Mon 12/9/13	Thu 1/30/14																
206	Review current Incumbent SSI Program	Mon 12/9/13	Tue 12/17/13																

		Akai Security Inc TSA Pre-Transition/Transition Gant Chart - MCI Attachment 1 of Pre-Transition/Transition Draft Plan RFP HST03-10-R-SPP032																	
ID	Task Name	Start	Finish	September			October			November			December						
				9/15	9/22	9/29	10/6	10/13	10/20	10/27	11/3	11/10	11/17	11/24	12/1	12/8	12/15	12/22	12/29
207	Submit plan	Wed 12/18/13	Tue 12/31/13																
208	Review and secure approval	Wed 1/1/14	Tue 1/7/14																
209	Maintenance and Use of Equipment, Property, and materials Plan	Fri 12/13/13	Tue 12/24/13																
210	Submit plan	Fri 12/13/13	Fri 12/13/13																
211	Review and secure approval	Mon 12/16/13	Tue 12/24/13																
212	Conduct inventory of ICE owned equipment	Fri 12/13/13	Fri 12/13/13																
213	Negotiate purchase of Equipment from Incumbent as appropriate	Fri 12/13/13	Fri 12/13/13																
214	IT Security Program Plan	Mon 12/9/13	Wed 12/18/13																
215	Submit plan	Mon 12/9/13	Mon 12/9/13																
216	Review and secure approval	Tue 12/10/13	Wed 12/18/13																
217	Staffing Plan	Mon 12/2/13	Fri 1/17/14																
218	Assess current operations	Wed 12/4/13	Tue 12/31/13																
219	Modify Plan as required	Wed 1/1/14	Thu 1/9/14																
220	Submit plan	Mon 1/6/14	Wed 1/8/14																
221	Review and secure approval	Thu 1/9/14	Fri 1/17/14																
222	Food Service Plan	Mon 12/23/13	Mon 2/3/14																
223	kjlkjoj	Mon 12/23/13	Mon 12/23/13																
224	Design Menu	Mon 12/23/13	Mon 12/30/13																
225	Inventory current Food Supplies	Wed 1/1/14	Fri 1/3/14																
226	Make an offer to current operator to purchase remaining food supplies	Mon 1/20/14	Tue 1/21/14																
227	Submit food services plan to COR	Tue 1/21/14	Wed 1/22/14																
228	Submit inventory of all Government Furnished food service equipment to COR	Tue 1/21/14	Tue 1/21/14																
229	Develop/Submit guidelines for meal ticket program	Tue 1/21/14	Tue 1/21/14																
230	Submit finalized list of approved food vendors to COR	Tue 1/21/14	Tue 1/21/14																
231	Transportation Plan	Thu 1/2/14	Fri 1/24/14																
232	<New Milestone>	Thu 1/2/14	Thu 1/2/14																
233	Conduct preliminary condition assessment of Gov furnished vehicles	Thu 1/2/14	Thu 1/2/14																
234	Develop Emergency Transportation plans, submit 30 day of award	Thu 1/2/14	Thu 1/2/14																
235	Provide COR proof that Detention Officers are licensed with the State of MD	Thu 1/2/14	Thu 1/2/14																
236	Assign Fleet Vehicles	Mon 1/20/14	Mon 1/20/14																
237	Prestage Fleet Vehicles	Mon 1/20/14	Mon 1/20/14																
238	Transition Coordinations	Mon 12/9/13	Fri 1/31/14																
239	Schedule date to assume full responsibility for detention operations and personnel	Wed 1/1/14	Wed 1/1/14																
240	TRANSITION	Mon 12/2/13	Mon 2/3/14																
241	Execute transition of all personnel to AGS Security	Mon 1/6/14	Tue 1/14/14																
242	Acceptance of demonstrated capability to manage all Uniforms and GFE	Mon 1/6/14	Tue 1/7/14																
243	OJT is ongoing and the AGS team is fully executing	Mon 1/6/14	Tue 1/7/14																
244	Equipment vehicle training is being attended, monitored, and logged; the AGS team is approved to assume	Mon 1/6/14	Tue 1/7/14																
245	Access to all ICE required systems has been achieved	Mon 1/6/14	Tue 1/7/14																
246	Secure ICE approval of having fully assumed all Detention Officer requirements	Fri 1/10/14	Fri 1/10/14																
247	Technology Implementation																		

LEGEND Pre-Award Preparations - Re Contract Award Activity -	(b)(7)(E)
	6 Page 6

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this

E.6 Communication with ICE

During transition, we will participate in formal weekly meetings with the Contracting Officer, COR, and other government officials, as required, and more often as directed by the Contracting. Throughout the transition process, we will meet informally with our government counterparts on a daily basis, or as needed, to provide a successful transition and contract startup.

We will discuss status, schedule, and objectives and provide deliverables and performance documentation required by the government and in accordance with the schedule. For each meeting, AGS will document issues and discussion items. Meeting minutes will be distributed to all attendees. After contract start, we will continue to meet with the government as frequently as deemed necessary to assess our performance and ensure that we are performing to the complete satisfaction of ICE.

We will ensure availability of the PM to meet with the COR and ICE Assistant Field Office Director (AFOD), as well as any other key staff to ensure a timely and productive transition in all areas of the facility, and particularly those areas where daily interaction is required to continue successful operations. We envision that the relationship between our PM and ICE COR and AFOD should be established early to provide a favorable line of communication that clearly identifies and mitigates risks and issues that can arise during the transition period.

We also envision a high level of interaction in the area of training given the extensive requirements for both line staff and those training in specialized units that will interact on a monthly basis with ICE Special Operations Units.

E.7 Transition Plan Time Line

The Krome facility transition plan is based on our corporate transition template that has been used successfully on multiple contract transitions. The activities, deliverables, and other milestones meet RFP and contract requirements. For proposal purposes, we have used December 2, 2013 as the contract notification of award date and a transition period from December 2, 2013, through January 31, 2014 as the 60-day transition period. The first day of full contract performance is shown as February 1, 2014.

E.7.1 Pre-award Activities

Pre-award activities are already underway. In fact, our transition manager already has reviewed our extensive and highly detailed transition checklist, compared the hundreds of tasks listed therein against the unique requirements of the ICE Krome Processing Center contract, and is specifically tailoring the checklist for this project. The AGS team has reviewed and analyzed all contract requirements and gathered and archived documentation for all applicable federal, state, and local regulations and policies. The transition team has reviewed the identified federal regulations to be sure all areas of concern are addressed for the transition and contract performance.

The transition team will also conduct a full and complete review of pre-existing collective bargaining agreements and work with the current union at the appropriate time.

Our transition office will be located at 16650 SW 88th street, Miami, FL 33193. This location will serve as the permanent training and recruiting facility during contract operations. A tentative lease agreement has been secured for this location.

We have finalized position descriptions, stipulating the attendant roles and responsibilities for each. Having partnered with an incumbent responsible for monitoring staffing and vacancies AGS team will be able identify current vacancies at the facility. Any open positions identified will be defined and will be posted on the company web site to start the recruiting process. By beginning this process ahead of contract award we

can attract, evaluate, and select the best-qualified candidates timely. Upon award, we will request a copy of the current staffing and identify open position required to be filled on awarded contract within the constraints of the approved staffing plan for this contract.

ICE has identified its intent to provide detention that is part of a non-punitive civil detention system suitable for detainees in administrative custody and proceedings. We will provide uniforms that easily identify our staff, are contract compliant and avoid a pre-disposed institutional look usually found in a prison or jail setting. The AGS team has begun addressing the style and colors to be used for our personnel. We are developing uniform design in accordance with the clear instructions in PWS section 10.13 Uniform Requirements, with the specific understanding that uniform design and color shall not be similar to those worn by ICE-ERO officers. We have relationships with reliable vendors, which will facilitate uniform production within the constraints of the transition period upon design approval by the COR. We also have the experience of an incumbent partner to assist in expedition of the uniform order under existing agreements increasing the efficiency and timely completion for transition of staff to the correct uniform at the same time.

Vehicle assignments are part of our pre-award planning as well. Using existing information combined with the experience of both AGS team members, pre-planning for vehicle acquisition and deployment will occur prior to award. We will finalize those assignments as part of our transition activities.

Training for new employees and refresher training for assimilated incumbent employees requires us to select appropriate venues and schedule training so as not to disrupt ongoing activities. Planning for such training is part of our pre-award schedule of activities. Our transition team will include orientation and workplace behavior, safety, and any other identified training such that all staff are fully trained by contract start date.

E.7.2 Contract Award +1

E.7.2.1 Kickoff Meeting.

Immediately after notification of contract award, the transition manager will schedule a transition kickoff meeting at Akima Global Service's corporate headquarters in Herndon, Virginia. During this meeting, every corporate support department will be represented and briefed on the specifics of the project and the types of support required from each, including finalization of vendor agreements. Information technology support will operate from our corporate headquarters and immediately begin working with the transition manager and project manager to order and set up hardware and software in applicable functional areas.

The entire corporate support team will undergo a readiness review, conducted by the human resources department and based on a predefined template of action items and tasks for each area. Once the transition manager is satisfied that the team is ready to execute the transition, he will insert the transition checklist into a customized SharePoint site accessible online to the support personnel who will have assignments during the transition. As tasks are completed by each team member, an automated e-mail notification will notify the transition manager of the updated status. This approach allows the transition manager and his colleagues to have immediate knowledge of transition status, no matter where any member of the team is at the time.

After the kickoff meeting, The Transition Manager, our Project Manager, and administrative assistants from our transition team will mobilize to Miami to set up the transition office near the Krome Processing Center. Our management team will attend the post-award conference with the government to finalize contract negotiations, obtain government documentation, finalize schedules, and discuss expectations. Concurrently, our procurement, information technology, finance and accounting, payroll, and human

resource specialists will begin transition activities to support transition and achieve full performance by contract start date.

The primary objectives of our transition plan fall into five major categories:

- Ensure work performance:
 - Verify our thorough understanding of contract operations through meetings with the government customers, stakeholders, and the incumbent contractor.
 - Observe ongoing work by incumbent personnel.
 - Become knowledgeable of work requirements and procedures.
 - Obtain government documents, guidelines, and procedures.
 - Refine work plans and procedures for full assumption of work.
- Supply qualified personnel:
 - Provide an experienced project management team.
 - Recruit and capture qualified incumbent personnel to maintain valuable institutional knowledge.
 - Recruit and staff remaining open positions with qualified personnel.
 - Provide employee orientation and training and job-related training.
 - Provide all required documentation for personnel to include designations, authorities, resumes, training, certifications, employee rosters, and contact information.
 - Initiate and complete all security, drug testing, and badging requirements.
- Assume responsibility for government-furnished property, equipment, and materials:
 - Assess the condition of all government assets.
 - Perform joint inventory with the government.
 - Verify accuracy and sign for and take administrative control for these items.
- Perform contractual obligations:
 - Sign and complete contract documents.
 - Sign and complete sub-contract agreements.
 - Provide required corporate information.
 - Obtain business and vehicle licenses.
 - Obtain and provide any required insurance documents, including bonding for staff having access to detainee monies and valuables.
 - Evaluate and confirm requirements under the Collective Bargaining Agreement.
- Procure and deliver contractor-provided materials and equipment:
 - Finalize local vendor and supplier lists.
 - Issue purchase orders.
 - Receive and deploy ordered material and equipment.

E.7.2.2 Technology Innovation (b)(4),(b)(7)(E)

On transition day one of contract award, AGS team will begin implementation of the (b)(7) system. (b)(4)

(b)(4)

(b)(4)

We understand that the transition plan is only 60 days and we will ensure that all required tasks are complete for full operational performance at the end of 60 days.

(b)(4)

(b)(4)

E.7.2.3 Town Hall Meetings.

We are sensitive to the status and mindset of an incumbent workforce; therefore, a primary objective of our employee recruitment methodology is to reduce their anxiety by bringing corporate staff to the site to host multiple town hall meetings, where we discuss who we are and how we are going to conduct the hiring process. Attendees are encouraged to ask questions, and we respond as openly as possible. Our approach has proven highly successful in retaining incumbent workforces. Example provided in section E.8 below. **Figure E.7-2** shows the flyer used to advertise a town hall meeting for another AGS company and a sample agenda.

Figure E.7-2. Town Hall Meeting Flyer and Sample Agenda. *Our town hall meetings reduce anxiety for incumbent employees, help maintain productivity, and improve retention.*



E.8 Recruitment of Adequate and Available Staff

E.8.1 Union Relations.

Immediately after contract award, our project manager and the transition HR staff will establish communications with each Local Union. We will apply skills acquired over more than a combined 30 years of experience working with union employees. The AGS team looks forward to working with National Union of Security Officers and Guards, and International Brotherhood of Teamsters, Local Union 769 at the Krome Processing Center.

As an incumbent partner on the current Krome SPC contract, team member Akal Security, Inc. has worked closely with members of the NUSO during CBA negotiations. Our current relationship is strong and will foster continued positive communications between our organizations.

The experience of the AGS team and commitment to the collective bargaining process is expected to ensure a continued healthy and cohesive business relationship that benefits the government.

The AGS team will inform the union of our intent to hire qualified incumbent workers and, when possible, work with the union’s recruiting resources to fill open positions.

E.8.2 Recruitment and Retention.

AGS carefully selects employees to meet contract-specific performance and security criteria and has an excellent track record of retaining incumbent employees. A carryover workforce reduces disruption to the delivery of services during the period of transition between contractors and provides our customers the benefits of an experienced and well-trained staff familiar with your personnel, facilities, and requirements. Figure E.8.2-1 substantiates our incumbent workforce capture successes.

Contract	Transition Accomplishments
Installation Support Services, Fort Gordon, GA	99% retention of incumbent staff—380 employees transitioned in 60 days.
Facilities O&M, Eastern Regional Research Center (ERRC), Wyndmoor, PA, U.S. Department of Agriculture	98% retention of incumbent staff interviewed, hired, provided orientations and accomplished data entry into corporate HR system in less than 5 days.
Facilities O&M, U.S. Department of Agriculture WRRC, Albany, CA	95% retention of the incumbent staff (30 employees) transitioned in 5 days.
Civil Engineering Support Services, MacDill AFB, FL	100% retention of incumbent staff (140 employees) transitioned in 60 days.
Base Operations Support Services, Laughlin AFB, TX	Filled 100% of proposed hourly slots from most qualified incumbent staff—142 employees transitioned in 60 days, plus 32 employees, comprising 4 primary team subcontractors.
DOJ USMS Judicial Security Operations	99% retention of incumbent staff—1,469 employees transitioned in 60 days on four separate contracts awarded in the 1st, 3rd, 5th, and 12th Judicial Circuits across 13 states and U.S. territories.
DHS FPS Region 9 in Hawaii, Guam, Saipan	99% retention of incumbent staff—120 employees transitioned in 30 days.

Contract	Incumbent Workforce Capture Transition Accomplishments
DOS US Embassy Freetown Sierra Leone	85% retention of incumbent staff due to irregularities of previous contractor—130 employees transitioned, 23 new employees recruited, adjudicated, trained, equipped and deployed in 60 days.
DHS ICE Krome, Florida and El Paso Texas	98% retention of incumbent staff—610 employees transitioned in 60 days on two separate contracts awarded to JV organization in Krome Florida and El Paso, Texas.
DOD Naval Base Ventura County	97% retention of incumbent staff—70 employees transitioned or recruited, adjudicated, trained, equipped and deployed in 30 days.

Figure E.8.2-1. Transition Accomplishments. *This figure illustrates some of the highlights of the AGS team’s transition successes in regards to incumbent capture and retention.*

AGS team retention rates for our projects average 97% because we compensate employees according to their skill levels and experiences, provide excellent benefits, maintain a safe work environment, and give encouragement and provide opportunities for those who wish to advance within the company. Once employees are on board, we do our best to continue to develop them through joint management-employee established performance goals and keeping them challenged and excited about the work they do for our customers.

Using our time-tested recruitment plan, a result of our research and experience hiring qualified incumbent employees and sourcing for well-qualified new hires, we will conduct an aggressive campaign, including open forum meetings, referrals by employees, media advertising, and networking. If insufficient qualified personnel are available from the incumbent workforce, we will recruit from other local sources to meet staffing requirements and/or draw from our corporate database of qualified applicants. Our basis for hiring will be the personnel qualifications set forth by solicitation requirements.

Applicants for employment will be recruited, screened, processed, and either accepted or rejected without regard to race, creed, color, religion, national origin, sex, age, physical or mental handicap, or political affiliation or beliefs. As is our practice and in accordance with the President’s Executive Order, we will make sure incumbent employees have first chance at all open positions, based on manning for the new contract. We will interview everyone who submits a job application. Employment opportunities will be open to all qualified applicants solely on the basis of their experience, ability, merit, competence, satisfactory character, ability to obtain necessary security clearances, and employment references.

Prior to contract award, we will prepare a recruitment plan to outline our approach for transition of the labor force. To meet recruiting requirements successfully, we will conduct a targeted campaign that includes career web sites, career days/open houses, local college and academy outreach (law enforcement students from Miami Dade Community College, and police officers from Miami Dade Police Academy), retired law enforcement and ICE personnel, media advertising, and networking. On many contracts we have found that some of our best employees have been recommended by other employees. We therefore employ a Referral Plan whereby employees can earn rewards for recommending individuals to fill open positions.

Initial recruiting will focus on incumbent employees as the best source for qualified personnel. Our goal is 90% incumbent capture. In addition, we intend to maintain a roster of qualified individuals of over 10% of staff level to access in the event we need to fill positions at any time during the contract.

When vacancies occur during normal project performance, we will use our experienced corporate recruiting resources and processes to identify, interview, and hire qualified candidates for any positions not covered by our “bench”. This process, shown in Figure E.8.3-1 ensures a stable workforce and prompt filling of vacancies. The AGS team will work with and through state and county local employment agencies to

identify qualified candidates. This practice which supports the local community, including local and state government organizations.

Figure QQQ, Recruiting and Hiring Process. Our structured recruiting and hiring process ensures a readily available workforce and minimizes hiring costs.

E.8.3 Pre-Qualified Applicants.

The AGS team has an existing pool of ICE detention qualified applicants that we will be able to immediately draw from in support of this contract. This in conjunction with a continuous recruitment provides an added advantage for the successful transition of this contract. All employees will satisfy every skill requirement fully of their respective jobs and will have the needed training to execute their work in accordance with safety and health standards. Our employees will have and maintain all necessary licenses, certifications, clearances, and permits to relative to their position. Our HR office will maintain evidence of these documents as well. Figure E.8.3-1 illustrates our recruiting and hiring process.

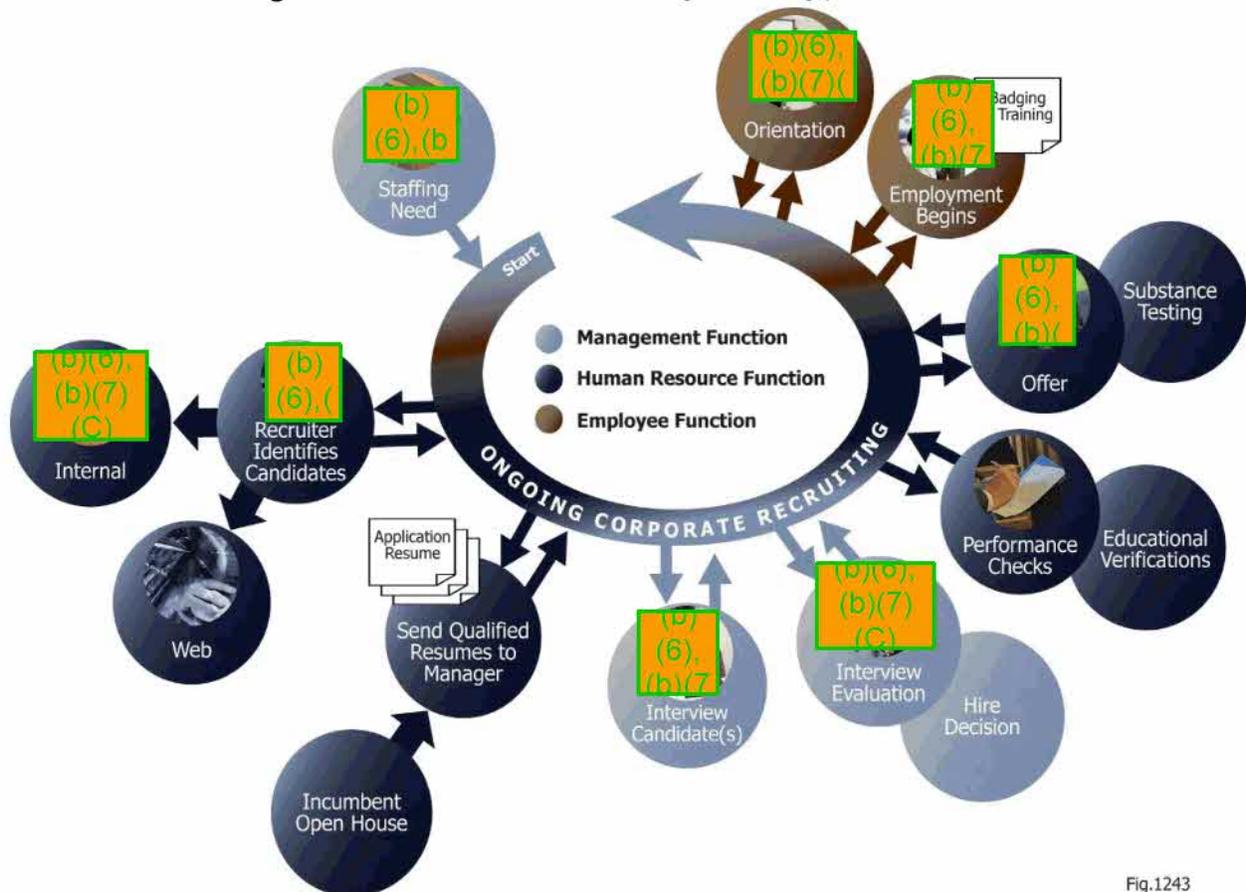


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Figure E.8.3-1. Recruiting and Hiring Process. Our structured recruiting and hiring process ensures a readily available workforce and minimizes hiring costs.

E.9 Training of New and Incumbent Employees

During transition, we will verify all proposed employees' licenses, certifications, and training and make certain individuals receive any additional training needed prior to beginning work. Our transition manager will verify that all employees receive adequate training in how the AGS team will operate this contract. We

intend to use a majority of incumbent personnel to perform the work; however the indoctrination training will help them understand the AGS team's processes and procedures.

With the particularly high level of anticipated incumbent capture, training will occur at two levels, refresher training for incumbents and initial training for new personnel. Prior to hire, we will have verified licenses and certifications, as well as training records for incumbent hires. If we find gaps in training, we will initiate appropriate sessions to complete missing training. As an added transition value, AGS team will have access to incumbent audits of training files and we will be able to identify and continue required annual refresher training during the transition period.. This will allow us to minimize the day to day impact on both the incumbent contractor and staff. We will combine refresher training with new employee orientation to gain the maximum transition benefit. We will ensure that all refresher training is current on day 1 of the contract performance period through the use of this innovative approach.

Training for incumbent hires as appropriate will consist of the following.

- 32-hour refresher training.
- 8 hours of cultural sensitivity (mandatory).
- 32 hours of supervisor training, as applicable (mandatory).

Where required in areas of security, safeguarding of materials and computer assets, ethics, and other areas identified by the COR, we will ensure full attendance and training module compliance by AGS team staff. AGS team has in place a corporate level training program to fully support development, implementation, and tracking of all required training. We will continually review and update training modules and document training to the government and in project training records. Please refer to section C.1.14 for more details on our training practices.

New hire training requirements include the following. We will make certain all new hires have the required licenses, certifications, and proficiencies.

- ICE training required (if not current).
- Quarterly Prison Rape Elimination Act (PREA).
- 40 hours of on-the-job.
- 32 hours of general training.
- 8 hours of cultural sensitivity (included in 3-week training).
- 8 hours of Department of Transportation (DOT) for transportation officers.
- Range qualified.
- D licenses for armed guards and G licenses for security guards, required by Florida.
- 32-hour supervisor training if required.

Training for all employees, as appropriate for their positions, includes the following.

- 3-week training cultural sensitivity, ethics, sexual harassment, privacy, 40 hours of orientation.
- 80 hours of basic training.
- 80 hours of Office of Justice Programs (OJP).
- 8 hours of cultural sensitivity.
- Quarterly Protecting the Rights of Individuals Act (PRIA required by ICE).
- 160 hours for non-supervisors.
- 200 hours for supervisors.

- 40 hours of food service.

E.10 Licenses and Permits, Insurance, and Background Investigations

The AGS team has addressed the schedule for obtaining or verifying licenses and permits, having required insurance policies in place, and the schedule for background investigations in the transition time line.

E.10.1 Licenses and Permits Obtained Prior to Performance.

With our experience in providing a full range of detention management services in Florida and across the United States the AGS team knows which licenses and permits are required to perform all SOO elements. Many of these we have already obtained or know the process for obtaining. Figure E.10.1-1 shows the list of licenses and permits we will obtain prior to performance.

Licenses and Permits
State, County, City Business Licenses
Florida D License for Security Guards (Security)
Florida G License for Armed Guards (Perimeter and outside the facility or Armed Security)
Florida Commercial Driver's License-B (CDL-B) Passenger
U.S. DOT Medical Physical only for Transportation Officers
Secure Identification Display Area (SIDA) badges for Transportation and Airport Employees Only
First Aid and CPR Certification
Certification of Instructor
Warehouse/Forklift Operator License
Food Handlers Certification
Certified Firearm Instructor certification
Qualified Security Company
Licensed in the state of Florida to do Transportation (Comp)
Class K

Figure E.10.1-1. Licenses and Permits. *These permits will be obtained prior to performance.*

E.11 Insurance

The AGS Team will obtain insurance, in compliance with H.1 and necessary to provide support prior to performance. Following are the mandated policies.

- Worker's Compensation (not less than \$3,000,000).
- General Liability (bodily injury liability coverage written on a comprehensive form of policy of at least \$500,000 per occurrence).
- Automobile Liability (bodily injury and property damage liability covering automobiles operated in the United States of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property coverage).
- Tarmac Insurance (Miami International Airport).

AGS will provide certificates of insurance, subject to the approval of the CO for adequacy of protection. All insurance certificates required under this contract shall provide 30 days advance notice to the Government of any contemplated cancellation.

Regarding the safekeeping of detainees' valuables, AGS staff with access to detainee monies and valuables will be bonded in an amount sufficient to effect reimbursement to the detainee by AGS in case of loss.

As required by Section H.1 of the solicitation, AGS will secure and maintain all insurance or bonded requirements in solicitation Attachment I, Miami Dade Aviation Department Information.

E.12 Background Investigations.

AGS has experience working with the government to ensure employee applicants are properly screened and in receipt of a specific level security clearance based on the work expected to be performed. AGS team currently works on as identified throughout this section where employees needing access to sensitive information must pass applicable background checks or obtain security clearances. We understand the process and will perform a position sensitivity analysis based on the duties each individual will perform on the contract. Once we have identified the appropriate background investigation to be conducted, we will initiate those investigations through the COR to the ICE Personnel Security Unit.

AGS team human resource staff will assist applicants in completing and turning in Form SF-85P to the ICE Personnel Security Unit through the Contracting Officer's Representative (COR), no less than 35 days before the starting date of the contract or 5 days prior to the expected entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor:

- Standard Form 85P, "Questionnaire for Public Trust Positions" Form will be submitted via e-QIP (electronic Questionnaires for Investigation Processing) (two copies).
- FD Form 258, "Fingerprint Card" (two copies).
- Foreign National Relatives or Associates Statement.
- DHS 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act."
- Optional Form 306 Declaration for Federal Employment (applies to contractors as well).
- Authorization for Release of Medical Information.

For this contract, we will not allow non-U.S. citizens, including Lawful Permanent Residents (LPRs), to fill any position that involves access to DHS IT systems and the information contained therein, including development and/or maintenance of DHS IT systems or access to information contained in and/or derived from any DHS IT system.

Further, we will not put forth an applicant requiring access to sensitive information if that applicant has not resided in the U.S. for 3 of the past 5 years because the Government may not be able to complete a satisfactory background investigation.

Following is our standard procedure for obtaining the correct security credentials for our employees. This is the approach we intend to use for this contract.

E.12.1 Incumbent Personnel.

Section H stipulates the following: "Prospective Contractor employees who currently have an adequate current investigation and security clearance issued by the Defense Industrial Security Clearance Office (DISCO) or by another federal agency may not be required to submit complete security packages, and the investigation will be accepted for adjudication under reciprocity." In order to be considered adequate, such investigation must not be more than 5 years old and for which the subject has not had a break in service of more than 2 years.

AGS team will review incumbent resources wishing to continue employment under this contract to ensure they have a current completed background investigation. Staff who have or may be in danger of expiring will be required to submit a new SF-85P to ensure they remain eligible for continued service on this contract. For those whose security clearance is completed and up to date, AGS team will make a request to the COR to assist with the coordination and transfer clearances of incumbent personnel to us.

E.12.2 New Personnel.

As soon as a potential hire is identified we will submit the required paperwork as soon as possible since it is a 4-12 week process. The offer of employment is contingent upon a favorable decision and if they possess an active ICE clearance we will again coordinate with FSO for a transfer.

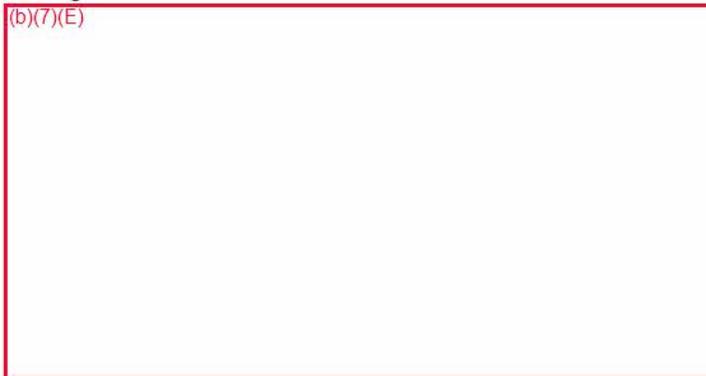
To expedite the process, the AGS team will screen potential new hires. Our screening process consists of credit, criminal, e-verify, and driving record to increase the likelihood of obtaining a clearance.

E.13 Inventory

The AGS team will work with the government to conduct a joint inventory of all government-furnished property (GFP). Our project manager will lead the team performing the inventory and coordinate activities with the Contracting Officer and responsible COR to review and document inventory procedures and policies. Because the accuracy of the incumbent's GFP list is extremely important, we will participate fully in all meetings to ensure the GFP we accept meets all required standards. Administrative control of the GFP will transfer to the AGS team on the contract start date.

To meet contractor-furnished equipment needs, the AGS team will assess the condition and value of any equipment available for purchase from the incumbent contractor. If such equipment is unsatisfactory or unavailable, we will purchase and provide whatever is required.

Proposed equipment identified as necessary for managing and controlling disturbances includes the following.



We will assess the optimum equipment needs and meet those needs.

E.14 Acquisition of Transportation Assets

AGS has identified the following transportation fleet needs:

- 
- 
- 

All vehicles will meet or exceed the requirements stated in RFP Section 4.3.1.

The vehicle specs will be presented to the COR 15 days post-award for COR review and approval. AGS has tentative purchase agreements in place that will be enacted upon COR approval.

All vehicles will be DOT licensed and registered and in superior well-maintained. Additionally, the vehicles will meet or exceed the required specifications and are similar in design to all other current ICE contracts vehicles deployed. The AGS team has strong relationships with trusted vendors, who can be counted on to provide vehicles that meet all specifications in a timely manner. All vehicles purchased or leased will have the extended warranties for the life of the vehicle.

E.15 Summary

The AGS team has a proven track record of success in providing service to a variety of Government operations around the world and to Immigration and Customs Enforcement. The AGS team brings a broad range of services and experience that will enhance efficiencies, provide a high level of service, and ensure the success of this contract.

Because the AGS team uses ISO9001:2008-compliant transition procedures, with over 250 specific steps that provide well-defined roles and responsibilities and detailed measurable milestones, DHS ICE will experience a comprehensive, completely smooth transition of this contract. There will be little, if any, disruption of ongoing services, based on our expertise in effecting transitions and the fact that we intend to hire as many qualified incumbent employees as possible to fill designated positions.

Our transition time line lists each activity to be performed during the transition period. The level of detail confirms our understanding and is a clear indicator of our ability to address and successfully perform every aspect of the transition.

Our transition team comprises corporate personnel, who have successfully guided hundreds of contract start-ups. They will work in tandem with our on-site transition managers and project manager to provide Krome with a fully integrated team focused on accomplishing each transition task on time and to your full satisfaction. Our team includes experts in the security industry, several of whom are former ICE employees. They bring a level of insight that will greatly enhance our ability to meet all contract obligations.

Claims to accomplishing successful transitions must be verifiable. As an example of the level of expertise brought by the Akima/AGS team, please consider the following words of praise for one of the many transitions we have executed.

"We all understood that it would be especially challenging to transition from an existing long-term contractor to a relatively unknown company to Fort Gordon. I am pleased that Akima personnel considered the challenges, not only to the Installation and Akima itself, but the current workforce, in their approach and did what they could to provide a smooth transition for all." (b)(6),(b)(7)
(C) Contracting Office, Fort Gordon, GA)

DHS ICE can expect the same level of transition performance—no disruption to ongoing services, collaborative interaction and frequent communication, milestones met, and highly qualified staff, all of which result in full performance on Contract Day 1.

F. Staffing Plan

Our ability to staff each installation with a qualified, trained, and productive workforce leverages the use of the incumbent workforce to offer ICE maximum productivity, continuity of operations, and the lowest risk staffing option during transition of the contract. Our solution accommodates variations in the detainee population and allows us to move resources where they are needed by cross-utilizing a fully trained staff. The plan provides for 100% Performance Based National Detention Standards (PBNDS) compliance, muster time, shift changes, firearms issuance, training, and relief.

F.1 Minimum Staffing Requirements

AGS takes a holistic approach in the development of our staffing levels. The following elements were incorporated into the analysis and final determination of staffing:

- The Request for Proposal (RFP)
 - Statement of Objectives (SOO) required tasks and activities
 - Performance Work Statement (PWS), as developed by the AGS team: standards, methods, and quality objectives
 - Site visit observations including the facility layout, physical and electronic security in place
- Experience from our subcontractor Akal providing the same services as the incumbent at the Krome SPC and the current contractor at the El Paso SPC.
 - Actual historical data including, but not limited to: population counts, average visitation, transportation routes and frequency of trips
 - Anticipated population estimates
 - Task analysis where we evaluated each post requirement
- Experience from our proposed project management team who have an average of 22 years managing ICE detention facilities.
 - Our management approach
 - Standardized ISO 9001:2008 processes and post orders
 - Cross training and utilization of staff
 - (b)(4) (b)(4).(b)(7)(E)

From this analysis, we determined the number of hours and number of full time equivalents (FTEs) required per year to accomplish the objectives in the SOO and quality assurance surveillance plan (QASP). To ensure realistic and accurate staffing, we benchmarked these results against historical data from the experience of our key personnel and other teammate project sites for similar functions. We are confident our analysis has resulted in a staffing plan that will provide for optimum safety, security, order, and care.

We present the results of our detailed analysis in the staffing table depicted in Figure F.1-1.

Position	Company	Non Shift	1st Shift	2nd Shift	3rd Shift	Posts	Days	FTEs
Project Management Office								
Project Manager	AGS	(b)(7)(E)						
Assistant Project Manager	AGS							
Assistant Project Manager	Akal							

Position	Company	Non Shift	1st Shift	2nd Shift	3rd Shift	Posts	Days	FTEs
Business/Personnel Manager	AGS	(b)(7)(E)						
Quality Assurance Manager	AGS							
QA-Compliance Officer	AGS							
Training Officer	Akal							
Training Assistant	Akal							
Food Service Manager	AGS							
Administrative Assistant	AGS							
DFos Admin / Admin Assistant	Akal							
Mail Room Clerk	AGS							
Program Management Total FTE								
Facility Ops CLIN X002								
Captain	AGS	(b)(7)(E)						
Operations LT	AGS							
IHSC/KTU/Visitation LT	AGS							
Housing /Support LT	AGS							
Building 10 (KTU) Desk Officer	AGS							
Building 10 (KTU) Escort Rover (Mon-Friday)	AGS							
Building 10 (KTU) Escort / Rover (Sat-Sun)	AGS							
Building 11 Officer	AGS							
Building 11A Desk	AGS							
Building 8 Desks (Upper/lower)	AGS							
Building 8 Pod Officer	AGS							
Commissary Officer / Detainee Payroll	AGS							
Control Officers	AGS							
Court Officers	AGS							
Barbershop/Relief	AGS							
Escort Officers / Recreation	AGS							
Gate 2 Officer	Akal							
IHSC Desk	AGS							

Position	Company	Non Shift	1st Shift	2nd Shift	3rd Shift	Posts	Days	FTEs
IHSC Intake	AGS		(b)(7)(E)					
IHSC Rovers – Medical Exam Room	AGS							
IHSC Rovers	AGS							
Laundry Officer	AGS							
Library Officer	AGS							
Lobby Officers	AGS							
Main Gate Officers	Akal							
Outside Perimeter Patrol	Akal							
Processing Officers	Akal							
Property Officer	AGS							
SHU Desk	AGS							
SHU Officers	AGS							
Visitation / Reception Desk & Rovers	AGS							
Kitchen Officer	AGS							
Detention Guards CLIN X002 Total FTE								(b)(7)(E)
Food Service CLIN X002								
Kitchen Preparers	AGS		(b)(7)(E)					
Cook I	AGS							
Cook II	AGS							
Food Service CLIN X002 Total FTE								(b)(7)(E)
Total Detention Facility CLIN X002 Total FTE								(b)(7)(E)
Facility Ops CLIN X003								
Building 8	AGS		(b)(7)(E)					
Building 14	AGS							
Recreation Officer	AGS							
Escort Officers /Relief Breakers	AGS							
Detention Facility CLIN X003 Total FTE								(b)(7)(E)
Transportation CLIN 5A								
Transportation Captain	Akal		(b)(7)(E)					
Transportation Supervisor	Akal							
Transportation Officers	Akal							
Transportation Officers	Akal							
Transportation Guards CLIN 5A Total FTE								(b)(7)(E)

Position	Company	Non Shift	1st Shift	2nd Shift	3rd Shift	Posts	Days	FTEs
Miami-Dade Airport CLIN X011								
Airport Captain	Akal		(b)(7)(E)					
Airport Supervisor	Akal							
Hub Desk	Akal							
Hub Escort Officers	Akal							
HUB Holdroom	Akal							
Miami-Dade Airport CLIN X011 Total FTE								(b)(7)(E)
Larkin CLIN X012								
Offsite Ops LT	Akal		(b)(7)(E)					
Larkin desk/Lobby/Rover	Akal							
Larkin Hospital CLIN X012								(b)(7)(E)
Totals								
Grand Total All CLINS (excluding IDIQ CLINS)								(b)(7)(E)
AGS FTEs								
Akal FTEs								
Grand Total All CLINS by Company								

Figure F.1-1 AGS Team Staffing Plan. *Our team understanding of the technical and functional requirements and in-depth familiarity with detention facility work ensures the right sized baseline staffing.*

Members of the AGS team, including many of our key personnel, have a long and successful history of service to the Department of Homeland Security (DHS), and particularly to Immigration and Customs Enforcement (ICE). These relationships enabled us to conceive, develop, field test, and refine a number of best practices for organizing our team and allocating resources. We know what works, how to organize resources to speed communications and improve response, how to allocate resources to meet customer requirements most efficiently, and how to incorporate PBNDS and ICE guidelines and standards.

The AGS team will operate as a single entity with all staff and management reporting to the Project Manager (PM) regardless of company affiliation. The PM is responsible for assuring that all contract functions and responsibilities are met and services are provided in a seamless manner to the satisfaction of the government.

Staff will be cross-trained to perform multiple functions providing continuity of service in areas and programs throughout the facility. AGS team will assign sufficient staff during each shift to ensure optimal staff utilization, high availability of staff that will both supervise and are available to monitor and assist detainees 24 hours every day.

Throughout each day, all staff is properly relieved through breaks and lunch periods by multitasking staff during periods of downtime. As an example, staffs assigned to recreation areas are utilized for breaks and dining room coverage when the recreation yard is not in use. Rovers, library, and laundry staff may also be cross utilized during lockdowns or during times those areas are not in use. Through appropriate supervision, we maximize the use of staff in an efficient manner; provide constant security and supervision in all areas; meet the daily demands of the facility, and provide a cost effective program to ICE.

F.1.A How  Supplements Lower Staffing Levels

(b)(7)(E),(b)(4)

(b)(7)(E),(b)(4)

F.1.B Staff Coverage for Onsite (b)(7)(E),(b)(4) Maintenance and Support

The AGS on site staffing includes an I.T. System Administrator (SA) for managing and local troubleshooting of any issues with any (b)(7)(E),(b)(4) components. The SA will also manage the day to day system tasks, system administration, system maintenance, and 1st level trouble-shooting.

(b)(4)

(b)(4) The corporate resources perform the regular maintenance and system administration of these systems.

(b)(4)

All of our systems fall under annual maintenance agreements with each vendor. These maintenance agreements provide system bug fixes, upgrades, phone support, and ability to request onsite vendor support if necessary.

All of the onsite hardware for the (b)(4) is covered under warranty and maintenance agreements with 24x7 phone support as well as onsite support within 48 hours for any issues.

(b)(4)

F.1.C Staff Coverage for PBNDS Enhanced Optimal Recreation, Visitation, and Law Library

Recreation will be provided in full compliance with 2011 PBNDS enhanced optimal levels. As such, AGS provides three recreation periods per day:

1. 0900 to 1100 hours
2. 1300 to 1600 hours
3. 1800 to 2000 hours

This total recreation time available is 7 hours, thereby, accommodating various recreation periods and easily providing for a detainee to enjoy their 4 hours of daily recreation. It also provides ample recreation time for special needs detainees or for those requiring separation from the general population.

We have staffed each of these recreation periods with at least (b)(7)(E) detention officers. However, we are not providing dedicated staff for all of the recreation posts. Instead, staff is assigned to recreation from posts that have periods of underutilization or experience normal down-time during their shifts. All guards will be trained at the recreation posts, and our process is to draw from other posts to staff the yard during recreation. The following tables (Figure F.1-1a) demonstrate how AGS will staff recreation from other idle posts.

Position	Shift	Times	# Posts	Cross Utilization / Availability
Law Library	(b)(7)(E)	0800-1130	(b)(7)(E)	
Open 0800-1130 hrs		1130-1600		Available for recreation and other duties
Open 1300 - 2100 hrs		1300-2100		
Visitation	(b)(7)(E)	0800-1300	(b)(7)(E)	
open 0800-2000 hrs		1300-1600		Available for recreation and other duties
		1300-2100		
Processing		1400-2200		Partially available for recreation
Escorts		1400-2200		Partially available for recreation

Function	Shift	Times	# Pers	Recreation Coverage
Recreation	(b)(7)(E)	0900-1100	(b)(7)(E)	Dorm Officers (mandatory)
	(b)(7)(E)	1300-1600	(b)(7)(E)	(b)(7)(E) Law Library + (b)(7)(E) Visitation
	(b)(7)(E)	1800-2000	(b)(7)(E)	(b)(7)(E) Processing + (b)(7)(E) Escorts

Figure F.1-1a Cross Utilization of Assigned Posts for Recreation. AGS' flexible methods for cross utilization of staff provides more efficient operations and cost savings for ICE.

The 0900-1100 timeframe is mandatory recreation for dormitory cleaning/sanitation purposes, so dorm Officers provide the full recreation coverage during this timeframe. The 1300-1600 timeframe is covered by the first shift Law Library and Visitation personnel. In both the Law Library and Visitation the second shift is on post from 1300-2100 hours, relieving the first shift staff for other duties while still providing full coverage for these activities through their normal closing times (see first chart above).

The arrows between the two charts highlight the staffing of the 1800 to 2000 recreation period. It is anticipated that on a normal basis, less than (b)(7) officers will be needed for this period, but our process easily accommodates (b)(7) by shifting (b)(7) escorts to recreation supplemented by (b)(7) personnel from the Processing function. We rely on the following observations to support this approach:

- The vast majority of in-processing and out-processing occurs during the early morning hours Monday through Friday, allowing Processing and Property staff to be redirected during the evening. Through (b)(7) the shift supervisor easily verifies scheduled in/out processing times, as well as real time updates from transportation services.
- Processing personnel are cross-trained in their duties providing additional flexibility during the evening recreation periods and during weekends as well.
- Escort duties draw down after the dinner meal service each evening (b)(7) provides a proactive view of scheduled appointments allowing us to determine in advance how many escorts can be flexed to evening or weekend recreation duties.

Staffing for a population of greater than (b)(7) beds provides for a staffed recreation post, providing a (b)(7) additional officer to cover all recreation periods.

The Law Library will operate from 0800 to 1130; 1300 to 1600; and 1800 to 2100 hours. These posts have dedicated staff assigned and provide for optimal PBNDS coverage.

Visitation will operate from 0800 to 2000 without any cessation of operations. This operational period also has dedicated staff assigned and provides for optimal PBNDS coverage.

The automated (b)(7) planned activity scheduling and real-time post visibility coupled with the use of flexible scheduling and cross-training allows AGS to manage staff in more efficient manner, ensuring better utilization of personnel and generating significant cost savings for ICE.

F.1.D Property Officers Coverage

We have designated (b)(7)(E) per shift as the Property Officer but all Processing Officers and Property Officers are cross-trained, allowing greater work center flexibility to meet shifting demands. During periods of high volume (roughly 0400-1200 M-F) we have staffed (b)(7)(E) Processing Officers and (b)(7) Property Officer (b)(7)(E) Processing Officer works a split shift 0400-1200). Thus, we have (b)(7) personnel who can shift between Processing and Property as needed during peak periods, and (b)(7) personnel during off-peak periods.

In addition to this cost effective cross-training and scheduling approach, (b)(4)

(b)(4)

Given the cross-training, scheduling and (b)(7) approaches we are implementing, our property staffing levels are sufficient to ensure acceptable performance from day one. These approaches provide low-risk, reduced-cost solutions to an area of high volume facility operations.

F.1.E Management Staffing for Larkin

To ensure acceptable performance and appropriate supervision for the Larkin facility and other on-call offsite hub locations, AGS staff includes an Offsite Operations LT to supervise these posts.

F.1.F Operations Supervision

AGS has staffed Facility Custody Operations with (b)(7)(E) full time supervisors (lieutenants) for each shift; as well as (b)(7)(E) full time captain on each shift. This supervisory staffing provides for a first level supervisor to staff ratio in the range of (b)(7)(E). The initial installation of (b)(7)(E) provides tools to reduce enough administrative aspects of supervision so that supervisor to staff ratios in these ranges is sufficient to ensure acceptable performance. With these (b)(4) supervisors, AGS is also able to create logical divisions of work that place supervisory emphasis on critical functions. The supervisor positions are as follows:

- **IHSC/KTU/Visitation Supervisor** – Covers the IHSC and KTU medical units and visitation operations. The supervisor to staff ratio is (b)(7)(E). The overall average ratio for the position is (b)(7)(E).
- **Housing/Support Supervisor** – Covers Housing, Laundry, Recreation, Law Library, Mailroom, Barbershop, Commissary/Detainee payroll, Courts and the Dining Facility. The staff to supervisor ratio is (b)(7)(E). The overall average ratio for the position is (b)(7)(E).
- **Operations Supervisor** – Covers Processing, Property, Lobby, Escort/Rover, Control and the SHU. The supervisor to staff ratio is (b)(7)(E). The overall average ratio for the position (b)(7)(E).

The higher ratios for the day and swing shifts for all (b)(7)(E) supervisors are supplemented with a full time staff in the Project Management Office who will also support the (b)(7)(E) captain and lieutenants; and a portion of the (b)(7)(E). The overall supervisor to staff ratio is shown in Figure F.1-1b below:

Shift	Guard Posts	LT Posts	Pct Supv	Shift and Overall Ratios
Shift 1	(b)(7)(E)			
Shift 2				
Shift 3				
Totals				

Figure F.1-1b Facility Custody Operations Summary 1st Level Supervisor to Guard Ratios. Overall ratios are (b)(7)(E) and below, which are well within manageable standards given (b)(7)(E) and other efficiencies.

The overall supervisor (captain and lieutenant) to staff ratio using this approach by shift and in total is shown in Figure F.1-1c below:

Shift	Guard Posts	LT and CAPT Posts	Pct Supv	Shift and Overall Ratios
Shift 1	(b)(7)(E)			
Shift 2				
Shift 3				
Totals				

Figure F.1-1c Facility Custody Operations Summary Supervisor to Guard Ratios. Overall ratios are (b)(7)(E) and below, which are well within industry standards.

(b)(4)



The need for overlapping and redundant supervision is reduced through use of efficiencies created by combining hands-on supervisors, involved staff, and technology efficiencies; providing ICE with effective cost savings.

Figure F.1-1d below provides a detailed view of each supervisory post's coverage and supervisor to staff ratio.

Functions	Shift	Shift Times	Peak Time	# Posts	Notes	Shift	Guard Posts	LT Posts	Pct Supv
IHSC/KTU/Visitation Supervisor:									
IHSC	(b)(7)(E)	0600-1400		(b)(7)(E)		Shift 1	(b)(7)(E)		
IHSC		1400-2200			Shift 2				
IHSC		2200-0600			Shift 3				
KTU		0600-1400							
KTU		1400-2200							
KTU		2200-0600							
Visitation		0800-1600	(b)(7)(E)						
Visitation		1300-2100							
Totals									
Overall ratio:									
Housing / Support Supervisor:									
Housing	(b)(7)(E)	0600-1400		(b)(7)(E)		Shift 1	(b)(7)(E)		
Housing		1400-2200			Shift 2				
Housing		2200-0600			Shift 3				
Laundry		0600-1400							
Laundry		1400-2200							
Recreation		0900-1100	(b)(7)(E)						
Recreation		1300-1600							
Recreation		1800-2000							
Law Library		0800-1600							
Law Library		1300-2100							
Mailroom		0900-1700							
Barbershop/lunch relief		0800-1600							
Commissary/Detainee payroll		0800-1600							
Courts		0800-1700							
Dining Facility		0400-1200							
Dining Facility	1200-2000								
Totals									
Overall ratio:									
Operations Supervisor:									
Processing	(b)(7)(E)	0600-1400		(b)(7)(E)		Shift 1	(b)(7)(E)		
Processing		1400-2200			Shift 2				
Processing		2200-0600			Shift 3				
Property		0600-1400							
Property		1400-2200							
Property		2200-0600							
Lobby		0600-1400							
Lobby		1400-2200							
Lobby		2200-0600							
Escort/Rover		0600-1400							
Escort/Rover		1400-2200							
Escort/Rover		2200-0600							
Control		0600-1400							
Control		1400-2200							
Control		2200-0600							
SHU		0600-1400							
SHU		1400-2200							
SHU		2200-0600							
Totals									
Overall ratio:									

Figure F.1-1d Facility Custody Operations Staff and Supervision: Fully manned posts with supervision sufficient to ensure acceptable performance.

The AGS approach for supervision and leadership of the Krome facility guard staff is more streamlined and more cost effective, but in no way diminishes support, safety, or security of the facility. The AGS approach to supervision is dual-focused to include the staff and actually increases perceived value of SPC services by customers and detainees.

Along with supervisors, staff members are engaged in the optimization of processes as well as identification for areas of improvement and better performance. Staff and supervisors alike are rewarded for out-of-the-box thinking, process improvements, and demonstrating initiative and higher levels of productivity with spot bonuses, employee recognition ceremonies, team building events, and other cash and non-cash incentives.

With this approach, staff takes a personal investment in meeting all daily objectives as well as achieving the overall goals of the operation. Within a relatively short period of time, this culture shift is embraced and staff naturally takes more initiative, is more involved and aware, and actually reduces the hands-on supervision required.

We have identified a “right-sized” workforce that ensures coverage of the facility and provides for employee days off, annual and sick leave, training, and other unforeseen issues that may arise. Staff will be scheduled in a manner that ensures maximum staff on site during peak operational times. We have identified the expected number of posts to be filled and provided coverage that provides for both regular and irregular operational needs of the facility including emergency response.

Staffing levels will ensure that no post goes uncovered, detainees are appropriately supervised, detainee assistance is provided as required, and programs are operated at the optimal levels, with particular attention paid to the Recreation, Law Library, and Visitation optimal levels of operation. The AGS team staff allows us to achieve optimal compliance with all standards during normal operational periods.

F.1.1 Key Personnel

The key personnel leadership team was hand selected based on their specific and extensive knowledge of the day-to-day workings at Krome, ICE and legacy INS background, federal government management, and law enforcement experience

Our Project Management Team assumes full ownership of this project. Each team member is assigned a specific operational role yet is cross-trained and certified to perform any managerial responsibility when necessary. The Team’s schedule intentionally provides consistent oversight in order to maintain involvement 7 days a week.

The Team’s rich palette of management experience adds flexibility and strength to our Staffing Plan. The Project Manager (PM), Assistant Project Managers (APMs), and Quality Assurance Manager (QAM) will review Supervisory Detention Officer Inspection Reports and Incident Reports daily. This allows them to develop immediate, progressive actions to correct staffing problems in order to constantly improve the quality of service to Krome.

F.1.1.1 Project Manager

Mr. (b)(6),(b) has over 32 years of ICE/Legacy INS experience and 25 years of supervisory experience. For the 25 years, Mr. (b)(6) managed and supervised personnel at the York detention facility in Pennsylvania. His experience spans detention center management and operations, foreign government negotiations, contractor staffing, workforce management, performance measures, and emergency preparedness. He demonstrates exceptional knowledge of detention policies procedures and program objectives and excels as an administrator and in quality control.

He graduated from St. Johns University in Queens, New York with a B.S. In Criminal Justice in 1978, and has participated in extensive training over the years to improve his performance, knowledge and value. Mr. (b)(6) has expert knowledge of the 2011 PBNDS and ACA Standards, is a current ACA member, and will continue to receive ACA accredited training annually.

Mr. (b)(6) will have full authority and autonomy to manage and make decisions for all aspects of the contract performance.

F.1.1.2 Assistant Project Managers

This program has two full time Assistant Project Managers (APMs). Both are direct reports to the Project Manager and will be assigned distinct, primary duties yet will be cross-trained to ensure all contract requirements are completed in a timely manner. One will be assigned to Facility Custody Operations while the other will be assigned to Krome Support Operations and Transportation. Each will have full and total operational control over their respective area of responsibility. Each will have the ability to step into the Project Manager role with the same level of authority in his absence.

Alphabetically, AGS's 2 Assistant Project Managers for the Krome SPC are Mr. (b)(6);(b)(7)(C) and Mr. (b)(6);(b)(7)(C) brings 20 years of experience in federal detention and corrections to the team. He brings an impressive ICE career that spanned operations, auditing, investigations, managing enforcement functions, security surveillance and overseeing DHS PBNDS and ACA compliance. He has a long list of work-related coursework, licensures, certifications, numerous awards and accomplishments. He holds a COR certification, was an ACA manager and will receive ACA accredited training annually. Mr. (b)(6) attended Fairleigh Dickinson University in Teaneck, New Jersey.

Mr. (b)(6) brings more than 18 years of experience in security and law enforcement from the international, public and private sectors. Currently, he is the Security Supervisor in charge of the security staff for the Miami-Dade court system and all facets within the courts. He worked as a Special Agent for the FBI and the US Department of State.

He graduated with a BS degree in Criminal Justice from the University of New Haven in Connecticut and was an adjunct teacher in the ITT technical field. Mr. (b)(6) will obtain ACA membership and will receive ACA accredited training annually.

F.1.1.3 Quality Assurance Manager

Mr. (b)(6);(b)(7) is the Quality Assurance Manager and is fully accountable to the Project Manager. However, he reports directly to the AGS company president to ensure objective and accurate performance reporting. He has full authority to oversee continuous quality monitoring and assess the entire contract's quality of performance.

Mr. (b)(6);(b)(7) brings an in-depth understanding of quality control to this position and we are excited to have him join the AGS Management Team. Mr. (b)(6);(b)(7) has over 30 years of detention and correctional facility experience, including 4 years as Quality Assurance Manager and 8 years as Assistant Project Manager at the Buffalo Federal Detention Facility in Batavia, NY. Mr. (b)(6);(b)(7) has the experience and knowledge to develop and deliver the most effective quality assurance program at the ICE Krome SPC. He has 14 years of experience managing ICE facilities which included 6 SPC facilities contract startups and operations of all support operations at the Buffalo Federal Detention Facility. His combination of experience, education, and training provide him the requisite knowledge and experience to lead the quality plan implementation, establish the ISO 9001:2008 quality management system, and set up and train the staff on the methods for monitoring performance. Mr. (b)(6);(b)(7) over 30 years of experience with ACA compliance and experience working with ICE-ACA Managers and ICE Safety Managers to develop new policies and procedures and

has been an ACA member since 2007. Supported by the entire project management team, supervisors, and staff, Mr. (b)(6) will ensure monitoring for acceptable quality levels, and identify non-conformances and trends as opportunities for continuous improvement. His extensive knowledge of quality program objectives, policies and procedures form the basis for innovations and improvements to workplace quality.

F.1.1.4 Training Officer

Mr. (b)(6),(b)(7) is the onsite Training Officer. With over 30 years of ICE/Legacy INS experience, Mr. (b)(6),(b)(7) has the experience and knowledge to develop and deliver the most effective training program at the ICE Krome SPC. Mr. (b)(6) earned his Bachelor of Science in Education from State University of New York at Brockport, attended the U.S. Border Patrol Academy, and has participated in numerous training programs including Basic Instructor Training, Supervisory Border Patrol Training, and Advanced Supervision. He is a member of ACA and is fluent in Spanish. He is currently is the Training Officer at Buffalo Federal Detention Facility and coordinates all training for 280+ detention officers and support staff. He will have full responsibility for all project training activities and he will have oversight of the offsite training facility. Mr. (b)(6) will be supported by the Akal corporate Training Director, Mr. (b)(6),(b)(7) who has over 29 years of ICE/ Legacy INS training and leadership experience.

F.1.2 Supervisory Detention Officers

To carefully monitor Detention Officers, our supervisory plan ensures that both facility and transportation has adequate supervision and oversight, permitting strict quality control oversight on multiple levels.

Supervisory Detention Officers must meet the following requirements for hiring:

- One year of Detention Officer Experience followed by 2 years of successful field supervisory experience in relevant fields of employment.
- Related training, college credit (meeting certain requirements) or the completion of a career development program (inclusive or work-related experience) may be substituted for the 2 year requirement.

F.1.3 Detention Officers

In addition to the minimum requirements to be satisfied by all personnel, Detention Officers will have a minimum of one (1) year of experience as a law enforcement officer or military policeman, or six months experience as a security officer engaged in functions related to detaining civil or administrative detainees.

All Transportation Detention Officers or Supervisors selected to transport or escort detainees will have a valid firearms license to possess and carry firearms under the regulations of the State of Florida. All Transportation drivers will have valid and current Florida Commercial Drivers Licenses.

F.1.4 Food Services

Mr. (b)(6),(b)(7)(C) will provide the management and leadership for the Food Services operations. Mr. (b)(6),(b)(7) is an accomplished culinary chef, dietician, and food educator. Mr. (b)(6),(b)(7) will report directly to the Krome Support Operations Assistant Project Manager.

All food service staff will be trained prior to the commencement of work at Krome. The Detainee Voluntary Work Program will be utilized by AGS as per the conditions set forth in the SOO. We understand that the population of detainees is unique, often possessing unusual requirements and other special needs due to the nature of their status. As we are known for establishing and maintaining safe, secure and humane work environments for our workforce and all detainees, our policy is to always treat every human with dignity.

F.1.6 Stand-By and Reserve Force Staffing Plans

In the event of emergencies or unscheduled employee absences, the AGS team Stand-By and Reserve Force Staffing Plans will sufficiently staff all shifts, positions and posts in accordance with PBNDS and ACA requirements 24 hours a day and 7 days a week. In keeping with our intention for transparency and cooperation, the COR will receive AGS staffing rosters and vacancy rate information on a monthly basis from the PM.

F.1.7 Supervisory Roles and Duties

Supervisory Detention Officers form the backbone of security services. The AGS team will always employ only those individuals possessing the highest integrity and trustworthiness. They are charged with enforcing ICE standards, policies and procedures, and will also be knowledgeable of ACA standards and requirements. Additional ACA accredited will be a part of their basic and annual training.

Prior to the start of duty, AGS will provide the COR with the names of all Supervisory Detention Officers. Supervisory Detention Officers will be assigned to all areas of operations, with at least one supervisor with the rank of Captain present in certain, predefined areas. At all times, a Supervisory Captain will be assigned to monitor and control all aspects of transportation.

At least (b) Transportation Supervisory Detention Officer will accompany Detention Officers to supervise, coordinate and review employee performance and guarantee the safety, security and coordination of the transport with Krome. AGS will assign a sufficient number of Supervisory Detention Officers to accompany Detention Officers as they transport and guard detainees to Miami International Airport for "Meets and Greets". Transportation Supervisors will meet the same objectives as Transportation Detention Officers, per contract requirements.

Every day and on each shift, Supervisory Detention Officers will, at a minimum, utilize the Uniform and Appearance Checklist to inspect Detention Officer's:

- General appearance, grooming and personal hygiene;
- Proper uniform and equipment;
- (b)(7)(E)
- All necessary permits/licenses are in possession;

(b)(7)(E)

It is mandatory that completed checklists will be submitted to the PM or APM at the end of each shift, every day and on each shift, Supervisory Detention Officers will, at a minimum:

- Conduct daily inspections of Detention Officer performance;
- Verify that post orders are sufficiently maintained and accessible for Detention Officer's review;
- Review incident files for proper documentation and appropriate response;
- Confirm that Detention Officers understand and perform duties as reflected in the post orders;
- Review all shift Log Books, records and reports in order to closely supervise Detention Officers daily performances;
- Check detainee records for accuracy;

- Ensure posts are manned by gender appropriate personnel;
- For each shift, certify log books are properly maintained and all pertinent information is documented;
- Assess all aspects of security at Krome and appropriately document and report all problems in writing;
- Document all inspections in writing and submit to the QC Manager, the PM and the APM by the end of each shift;
- Ensure Detention Officers search for and confiscate contraband; secure contraband; log it into the system and submit a written report; accept receipt for any contraband and submit report to the PM's office (COR will receive report within 24 hours of the discovery);
- Verify that chemicals are properly controlled and labeled;
- In situations requiring the use of physical force, prepare and submit the appropriate reports and notify the PM and COR immediately;
- Guarantee Detention Officers exercise proper control of all detainee funds, valuables, and personal property;
- Validate that detainee counts are executed according to 2011 PBNDS and ACA Standards;
- Check records to verify all detainee movements are escorted while maintaining positive control;
- Inspect the fitness and alertness of the Officers, in order to prevent detainee escapes, and ensure control of the environment and courtesy are maintained;
- At least once per shift, inspect detainee housing and document any discrepancies for correction; and
- Report all discrepancies to the COR before the end of each shift.

They will also verify that:

- The facility remains clean and vermin/pest free;
- The waste disposal systems are being properly maintained;
- Per ICE policy, suitable linens and clean blankets are being changed, laundered and distributed;
- All fire and emergency exits are unimpeded;
- Detainee housing areas meet safety, security and sanitation requirements; and
- Detention Officers have checked all locks, windows, walls, floors, covers, access panels and doors for operational wear and detainee tampering; supervisor will immediately report any defective equipment to the PM or APM, who will notify the COR.

Every day and on each shift, Supervisory Transportation Detention Officers, at a minimum:

- Inspect vehicles to ensure they remain in good condition; immediately report any observed problems to the PM or APM;
- Confirm that detainee paperwork is completed and appropriately transferred at the beginning and end of transport;
- Confirm that all 2011 PBNDS safety and security procedures are carefully executed by detention transportation officers; and
- Verify transportation officers possess current firearms re-qualifications and carry (at all times) their State of Florida commission (permitting them to carry the firearm).

F.1.8 Organizational Chart

The AGS team has developed an organizational chart that identifies all proposed personnel, including the supervisor level, functional responsibilities, key personnel, and other staff members who will provide services under this contract.

Figure F.1-2 depicts the AGS team detailed, simple and direct organization to provide detention management, transportation, and food services for the Krome Service Processing Center (SPC).

(b)(4)

Members of the Akima team, including many of our key personnel, have a long and successful history of service to the Department of Homeland Security (DHS), and particularly to Immigration and Customs Enforcement (ICE). These relationships enabled us to conceive, develop, field test, and refine a number of best practices for organizing our team and allocating resources. We know what works, how to organize resources to speed communications and improve response, how to allocate resources to meet customer requirements most efficiently, and how to incorporate PBNDS and ICE guidelines and standards.

The Akima Global Services (AGS) team will operate as a single entity with all staff and management reporting to the Project Manager (PM) regardless of company affiliation. The PM is responsible for assuring that all contract functions and responsibilities are met and services are provided in a seamless manner to the satisfaction of the government.

Staff will be cross-trained to perform multiple functions providing continuity of service in areas and programs throughout the facility. AGS will assign sufficient staff during each shift to ensure optimal staff utilization, high availability of staff that will both supervise and are available to monitor and assist detainees 24 hours every day.

Throughout each day, all staff is properly relieved through breaks and lunch periods by multitasking staff during periods of downtime. As an example, staffs assigned to recreation areas are utilized for breaks and dining room coverage when the recreation yard is not in use. Rovers, library, and laundry staff may also be cross utilized during lockdowns or during times those areas are not in use. Through appropriate supervision, we maximize the use of staff in an efficient manner; provide constant security and supervision in all areas; meet the daily demands of the facility, and provide a cost effective program to ICE.

We have identified a “right-sized” workforce that ensures coverage of the facility and provides for employee days off, annual and sick leave, training, and other unforeseen issues that may arise. Staff will be scheduled in a manner that ensures maximum staff on site during peak operational times. We have identified the expected number of posts to be filled and provided coverage that provides for both regular and irregular operational needs of the facility including emergency response.

Staffing levels will ensure that no post goes uncovered, detainees are appropriately supervised, detainee assistance is provided as required, and programs are operated at the optimal levels, with particular attention paid to the Recreation, Law Library, and Visitation optimal levels of operation. The AGS team staff allows us to achieve optimal compliance with all standards during normal operational periods.

F.1.9 Staffing Summary

We developed our project organization and staffing plan based on a detailed analysis of functional requirements and a comprehensive review of the best management practices that our team has developed and refined on current ICE contracts and previous ICE experience. We applied our detailed knowledge and understanding of the work to be performed, our staff's experience and productivity performing the all necessary tasks to determine needed staffing at the lowest possible cost to meet requirements. The resulting organization minimizes overall staffing, improves span of control, enhances communication flow, and empowers our managers and workforce to support Krome requirements.

G. Key Personnel Resumes

AGS recognizes the extreme value of incumbent personnel institutional knowledge for continuity of operations. As such, with government approval, we have a standard practice to offer Right of First Refusal (ROFR) to any of the incumbent key or other exempt personnel, including the Project Manager, Assistant Project Managers, Training Officers, Quality Assurance Manager, Compliance Officer, Food Service Manager, and Human Resources Manager. Each incumbent position would be evaluated and offered for government approval on an individual by individual basis.

While initially developing our proposal, the AGS team attempted to include members of the incumbent exempt staff in our proposal, however, their current employer has bound all of them with non-compete agreements and directed them to not have any contact with any other potential offerors.

We realize that oftentimes the government has developed confidence in a contractor team and wishes to keep them in place. The AGS team's methods for optimizing the work force and enhancing the operation are not dependent on individuals and we would welcome an opportunity to work with a proven on-site team.

In lieu of ROFR approval from the government, AGS presents the following resumes as evidence of qualifications of our proposed key personnel. The AGS team has over 100 years of experience with Immigration and Customs Enforcement (ICE) knowledge, including more than 25 years total on-site experience at the Krome Service Processing Center. Our key personnel have intimate knowledge of the current PBNDS standards, as well as ICE policies and procedures to ensure successful accomplishment of all contract requirements.

G.1 Key Personnel Qualifications Summary.

AGS formed our Krome Project Management team from the most qualified and experienced ICE detention management leaders. The Key Personnel we are proposing have extensive knowledge of and highly successful experience in supporting the ICE Krome SPC contract.. Our proposed Project Manager (b)(6), (b)(7)(C) and his team fully understand the staffing requirements of the Krome SPC, and their presence ensures a smooth transition and successful performance of the new contract.

This section of our proposal provides detailed descriptions of key personnel positions and resumes of our proposed key personnel. Figure G.1-1 highlights the qualifications of our key personnel.

Name/Role	Total Years Experience	Qualifications/ Key Takeaways
(b)(6), (b)(7)(C) Project Manager	30	<ul style="list-style-type: none"> Over 30 years Immigration and Customs Enforcement (ICE) experience Leadership experience at similar detention facilities, adhering to PBNDS and ACA standards Over 20 years of supervisory experience
(b)(6), (b)(7)(C) Assistant Project Manager	25	<ul style="list-style-type: none"> Leadership experience at Krome Service Processing Center (SPC) ACA and PBNDS auditor Extensive experience addressing detention and deportation issues, investigations of detainee problems, security surveillance and ensuring facility compliance per PBNDS and ACA standards
(b)(6), (b)(7)(C) Assistant Project Manager	26	<ul style="list-style-type: none"> FBI Special Agent Communication intermediary between various local, state and federal law enforcement agencies and court systems

		<ul style="list-style-type: none"> • Extensive internal and external investigations experience
(b)(6),(b)(7) Quality Assurance Manager	30	<ul style="list-style-type: none"> • Current Quality Assurance Manager at Buffalo Federal Detention Facility, Batavia, NY • 30+ years detention and correctional experience • Additional specialty in Detention Food Services Management
(b)(6),(b)(7) Training Officer	30	<ul style="list-style-type: none"> • Current Training Coordinator at Buffalo Federal Detention Facility, Batavia, NY • Ensures all PBNDS and ACA standards are adhered to and properly documented • 30 years of ICE/Legacy INS experience.

Figure G.1-1. Key Personnel Qualifications Highlights. *Our key personnel were selected for their extensive knowledge of and highly successful experience in supporting the ICE Krome SPC contract*

G.2 Project Manager

Personal Information

Name: (b)(6), (b)(7)(C)

Proposed ICE Krome Position

Position Title: Project Manager

Key Personnel Position: Yes

Reasons for Selection and Relevant Qualifications

(b)(6), (b)(7)(C)

PBNS & ACA Experience

PDNDS/ACA Audits & Inspections.

(b)(6), (b)(7)(C)

(b)(6),(b)(7)(C)

PBND/ACA Documentation.

(b)(6),(b)(7)(C)

Employment History and Significant Experience

(b)(6),(b)(7)(C)

Education, Training, and Qualifications

(b)(6),(b)(7)(C)

Clearances, Certifications, and Awards

(b)(6),(b)(7)(C)

G.3 Assistant Project Manager

Personal Information

Name: (b)(6),(b)(7)(C)

Proposed ICE Krome Position

Position Title: Assistant Project Manager

Key Personnel Position: Yes

Reasons for Selection and Relevant Qualifications

(b)(6),(b)(7)(C)

Employment History and Significant Experience

(b)(6),(b)(7)(C)

(b)(6),(b)(7)(C)

(b)(6),(b)(7)(C)

(b)(6),(b)(7)(C)

A

(b)(6),(b)(7)(C)

Education, Training, and Qualifications

(b)(6),(b)(7)(C)

Clearances, Certifications, and Awards

(b)(6),(b)(7)(C)

G.4 Assistant Project Manager

Personal Information

Name: (b)(6),(b)(7)(C)

Proposed ICE Krome Position

Position Title: Assistant Project Manager

Key Personnel Position: Yes

Reasons for Selection and Relevant Qualifications

(b)(6),(b)(7)(C)

Employment History and Significant Experience

(b)(6),(b)(7)(C)

(b)(6),(b)(7)(C)

(b)(6),(b)(7)(C)

Education, Training, and Qualifications

(b)(6),(b)(7)(C)

Clearances, Certifications, and Awards

(b)(6),(b)(7)(C)

G.5 Quality Assurance Manager

Personal Information

Name: (b)(6),(b)(7)(C)

Proposed ICE Krome Position

Position Title: Quality Assurance Manager

Key Personnel Position: Yes

Reasons for Selection and Relevant Qualifications

(b)(6),(b)(7)(C)

Employment History and Significant Experience

(b)(6),(b)(7)(C)

(b)(6),(b)(7)(C)

(b)(6),(b)(7)(C)

(b)(6),(b)(7)(C)

G.6 Training Officer

Personal Information

Name: (b)(6)(b)(7)(c)

Proposed ICE Krome Position

Position Title: Training Officer

Key Personnel Position: Yes

Reasons for Selection and Relevant Qualifications

With over 30 years of ICE/Legacy INS experience, Mr. (b)(6)(b)(7) has the experience and knowledge to develop and deliver the most effective training program at the ICE Krome SPC. Mr. (b)(6) earned his Bachelor of Science in Education from State University of New York at Brockport and is a member of ACA. He is fluent in Spanish.

Mr. (b)(6) experience includes the variety and depth needed for the Training Officer position at Krome. Specifically, Mr. (b)(6)(c) specialties and career highlights include:

- Completed the Basic Instructor Training Program with ICE and was a Training Instructor at the Federal Law Enforcement Training Center in Glynco, Georgia.
- Instructed at Border Patrol Academy for 5 years.
- Currently holds position of Training Officer (4 years) at Buffalo Federal Detention Facility and coordinates all training for 280+ detention officers and support staff. All employees receive 80 hours basic training, 80 hours OJT and 40 hours annual training.
- Coordinates all armed officers training which includes additional 47 hour NY State firearms training, 16 hours OJT, 16 hours annual firearms training. Officers must qualify quarterly on ICE course of fire.
- Coordinates all NY State Transportation and CDL requirements including oversight of annual defensive driving, bi-annual written and on-the-road tests and medical requirements for all 56 transportation officers.
- Meets with ICE COTR on regular basis to discuss program objectives and policies.
- Responsible for all ACA and PBNDS record keeping as it relates to training, firearms, transportation, Disturbance Control Team, CPR and First Aid.
- Involved in two ACA audits and four PBNDS audits since employment in 2009 with 100% compliance.
- Approved as the training instructor by the COR of SPC Batavia.
- Currently receives 40 hours of ACA accredited training yearly.
- Held positions of Border Patrol Agent, Supervisory Border Patrol Agent, Special Agent, Supervisory Special Agent, National Program Manager in 30+ years with INS and ICE.
- All training and curriculum at SPC Batavia is based on ACA and PBNDS requirements.
- Oversees training records and proper administration.
- Updates the current training plans and submits them to the COR monthly

Employment History and Significant Experience

Training Coordinator, Valley Metro-Barbosa Group, Batavia, NY, 11/2009-Present

- Responsible for the basic training (80 hrs) and the annual training (40hrs) for the 280+ detention officers and support staff at the Buffalo Federal Detention Facility in Batavia, NY.

(b)(6),(b)(7)(C)

language.

Education and Training

(b)(6),(b)(7)(C)

(b)(6),(b)(7)(C)	
Clearances, Certifications, and Awards	
(b)(6),(b)(7)(C)	

SECTION D—PACKAGING AND MARKING

There are no clauses incorporated with this section for this RFP.

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[END OF SECTION D]

SECTION E—INSPECTION AND ACCEPTANCE

- E.1 52.246-2 Inspection of Supplies-Fixed Price. (AUG 1996)**
- E.2 52.246-4 Inspection of Services-Fixed Price. (AUG 1996)**
- E.3 52.246-16 Responsibility for Supplies. (APR 1984)**
- E.4 Inspection Requirements**

Review of Deliverables ---

(a) The COR will provide written acceptance, comments and/or change requests, if any, within thirty (30) business days from receipt by the Government of the initial deliverable.

(b) Upon receipt of the Government comments, the Contractor shall have fifteen (15) business days to incorporate the Government's comments and/or change requests and to resubmit the deliverable in its final form.

(c) If written acceptance, comments and/or change requests are not issued by the Government within thirty (30) calendar days of submission, the draft deliverable shall be deemed acceptable as written and the Contractor may proceed with the submission of the final deliverable product.

The Contractor shall provide all deliverables to the COR in Microsoft Excel, PowerPoint or Word format.

Deliverables Chart --

#	Deliverable	Due Date
1	Final Version of the Quality Control Plan	Within 30 calendar days of award of contract
2	Finalized List of Approved Food Vendors	Within 30 calendar days of award of contract
3	Prime Vendor/Food Service Expenditures	Monthly and Quarterly
4	Finalized Training Plan	Within 14 calendar days of award of contract
5	Monthly Training Forecast	Monthly
6	Number of Meals Served/Daily Meal Count	Monthly and Quarterly

#	Deliverable	Due Date
7	Post Orders	Within 30 calendar days of award of contract, annually and as requested by the COR.
8	Ten (10) Holiday Menus	Annually
9	35 Day Regular Menu	Monthly
10	14 Day Menu – Common Fare	Monthly
11	Detainee Special Needs Menu	Daily
12	Daily Diet List (Medical & Religious)	Daily
13	Food Budget Requirements	Annually
14	Daily Time Sheet	Daily
14	Policy and Procedures Manual	Within 30 calendar days of award of contract
15	Standard Operating Procedures	No later than two months after date of award
16	Emergency Action Plans	No later than two months after date of award
17	Sexual Assault & Suicide Intervention and Prevention Program	No later than two months after date of award
18	Firearms Training Certificates	Quarterly
19	Officer Testing Questions and Results	As needed by the COR
20	Cleaning Schedule	Monthly

#	Deliverable	Due Date
21	Key, Tool Cabinet Inventory Class A and Class B Log	Twice daily
22	Weekly Inventory/Log Sheet (Food Services)	Weekly
23	Equipment Inventory	Annually
24	Regular Tool Control Log	Monthly
25	Food Service Inspection Log	Weekly
26	Food Handler Certification	As required
27	Detainee Volunteer Work Program Training Form	As required
28	Serving Line Temperature Report	Per meal
29	Sanitation Checklist	Twice daily
30	Maintenance Service Work Order	As required
31	Safety Devices/Equipment Training Plan	Quarterly
32	Food and Non-Food Inventory	Monthly
33	Detainee Screening Form (Request Form)	As required
34	Five (5) Week Menu Cycle	Monthly
35	End of Month Food Service Cost Report	Monthly

#	Deliverable	Due Date
36	Daily Food Usage Report	Daily
37	Chemical Inventory Sheet	As required
38	Activities Report	Monthly
39	Key Indicators Report	Monthly
40	Staffing Plan	Semi-annually

E.5 Acceptance Criteria

The Government will provide written notification of acceptance or rejection of all final deliverables within thirty (30) calendar days. Absent written notification, final deliverables may be construed as accepted. All notifications of rejection will be accompanied with an explanation of the specific deficiencies causing the rejection.

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[END OF SECTION E]

SECTION F—DELIVERIES OR PERFORMANCE

F.1 52.242-15 Stop-Work Order. (AUG 1989)

F.2 52.242-17 Government Delay of Work. (APR 1984)

F.3 Places of Performance

Krome Service Processing Center
18201 SE 12th Street
Miami, FL 33194

Miami International Airport (MIA)
International Arrivals Terminal Area
2100 NW 42nd Street
Miami, FL 33142

Larkin Community Hospital
7031 SW 62nd Ave
South Miami, FL 33143

F.4 Period of Performance

The period of performance for this contract is anticipated to be a sixty (60) day transition period, ten (10) month base period and nine twelve (12) month option periods.

F.5 Contractor Evaluating Procedures

Performance ratings will be input into the Contractor Past Performance Assessment Reporting System (CPARS) as outlined in FAR 42.1502. The CPARS website is located: <http://www.cpars.gov/>.

F.6 FAR 52.217-9 Option to Extend the Term of the Contract (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 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 ten (10) years.

(End of clause)

[END OF SECTION F]

SECTION G—CONTRACT ADMINISTRATION

G.1 Contract Management

Notwithstanding the Contractor's responsibility for total management responsibility during the performance of this contract, the administration of the contract will require maximum coordination between the ICE and the Contractor.

The individuals outlined in Section G will be the Government points of contact during the performance of this contract for their respective roles as identified herein:

Contract Specialist:

(b)(6),(b)(7)(C)

Office of Acquisition Management – Detention Management
Immigration & Customs Enforcement
801 I Street NW (b)(6),(b)(7)(C)
Washington, DC 20536
Email: (b)(6),(b)(7)(C)
Office: (202) 732 (b)(6),(b)(7)(C)
Fax: (202) 732-7369

Contracting Officer:

(b)(6),(b)(7)(C)

Office of Acquisition Management – Detention Management
Immigration & Customs Enforcement
801 I Street NW (b)(6),(b)(7)(C)
Washington, DC 20536
Email: (b)(6),(b)(7)(C)
Office: (202) 732 (b)(6),(b)(7)(C)
Fax: (202) 732-7369

The CO has the authority to award, modify or terminate contracts and obligate Government funds. The CO is responsible for ensuring performance of all necessary actions for effective contracting, ensuring compliance with the terms of the contract, and safeguarding the interest of the United States in its contractual relationships.

G.2 Contracting Officer's Representative (COR)

The following individual is designated and authorized by the CO to perform contract administration functions related to the technical performance of this contract.

(b)(6),(b)(7)(C)

Immigration & Customs Enforcement
Enforcement & Removal Operations

The COR's principal role is to support the CO in managing the contract, providing technical administration and direction within the scope of the contract, managing technical execution, monitoring performance and ensuring requirements are met within the terms of the contract.

G.3 Invoice Requirements

Invoicing Instructions:

Service Providers/Contractors shall use these procedures when submitting an invoice.

1. Invoice Submission: Invoices shall be submitted in a .pdf format on a monthly basis via email to:

(b)(7)(E)

Each email shall contain only one (1) invoice and the subject line of the email will annotate the invoice number. The emailed invoice shall include the "bill to" address shown below:

DHS, ICE

Financial Operations - Burlington

P.O. Box 1620

ATTN: ICE-ERO/FOD-FMI

Williston, VT 05495-1620

Note: the Service Provider's or Contractor's Dunn and Bradstreet (D&B) DUNS Number must be registered in the System for Award Management (SAM) at <https://www.sam.gov> prior to award and shall be notated on every invoice submitted to ensure prompt payment provisions are met. The ICE program office identified in the task order/contract shall also be notated on every invoice.

2. Content of Invoices: Each invoice submission shall contain the following information:

(i) Name and address of the Service Provider/Contractor. Note: the name, address and DUNS number on the invoice MUST match the information in both the Contract/Agreement and the information in the SAM. If payment is remitted to another entity, the name, address and DUNS information of that entity must also be provided which will require Government verification before payment can be processed;

(ii) Dunn and Bradstreet (D&B) DUNS Number;

(iii) Invoice date and invoice number;

(iv) Agreement/Contract number, contract line item number and, if applicable, the order number;

(v) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(vi) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vii) Terms of any discount for prompt payment offered;

(viii) Remit to Address;

(ix) Name, title, and phone number of person to notify in event of defective invoice; and

3. Invoice Supporting Documentation. In order to ensure payment, the vendor must also submit supporting documentation to the Contracting Officer's Representative (COR) identified in the contract as described below. Supporting documentation shall be submitted to the COR or contract Point of Contact (POC) identified in the contract or task order with all invoices, as appropriate. See paragraph 4 for details regarding the safeguarding of information. Invoices without documentation to support invoiced items, containing charges for items outside the scope of the contract, or not based on the most recent contract base or modification rates will be considered improper and returned for resubmission. Supporting documentation requirements include:

(i). Firm Fixed Price Items (items not subject to any adjustment on the basis of the contractor's cost experience, such as pre-established monthly guaranteed minimums for detention or transportation): do not require detailed supporting documentation unless specifically requested by the Government.

(ii). Fixed Unit Price Items (items for allowable incurred costs, such as detention and/or transportation services with no defined minimum quantities, stationary guard or escort services, transportation mileage or other Minor Charges such as sack lunches and detainee wages): shall be fully supported with documentation substantiating the costs and/or reflecting the established price in the contract and submitted in .pdf format.

(iii). Detention Services (other than firm fixed price):

(1) Bed day rate;

(2) Resident's/detainee's check-in and check-out dates;

(3) Number of bed days multiplied by the bed day rate;

(4) Name of each detainee;

(5) Resident's/detainee's identification information

(iv). Transportation Services (other than firm fixed price):

(1) The mileage rate being applied for that invoice.

(2) Monthly billing reports listing transportation services provided; number of miles; transportation routes provided; locations serviced and/or names/numbers of detainees transported; an itemized listing of all other charges; and, for reimbursable expenses (e.g. travel expenses, special meals, etc.) copies of all receipts.

(v). Stationary Guard Services (other than firm fixed price):

(1) The itemized monthly invoice shall state the number of hours being billed, the duration of the billing (times and dates) and the name of the resident(s)/detainee(s) that was/were guarded.

(vi). Other Direct Charges:

The invoice shall include appropriate supporting documentation for any direct charge billed for reimbursement.

4. Safeguarding Information: As a contractor or vendor conducting business with Immigration and Customs Enforcement (ICE), you are required to comply with DHS Policy regarding the safeguarding of Sensitive Personally Identifiable Information (PII). Sensitive PII is information that identifies an individual, including an alien, and could result in harm, embarrassment, inconvenience or unfairness. Examples of Sensitive PII include information such as: Social Security Numbers, Alien Registration Numbers (A-Numbers), or combinations of information such as the individual's name or other unique identifier and full date of birth, citizenship, or immigration status.

As part of your obligation to safeguard information, the follow precautions are required:

-Email supporting documents containing Sensitive PII in an encrypted attachment with password sent separately.

-Never leave paper documents containing Sensitive PII unattended and unsecure. When not in use, these documents will be locked in drawers, cabinets, desks, etc. so the information is not accessible to those without a need to know.

-Use shredders when discarding paper documents containing Sensitive PII.

-Refer to the DHS Handbook for Safeguarding Sensitive Personally Identifiable Information (March 2012) found at <http://www.dhs.gov/xlibrary/assets/privacy/dhs-privacy-safeguardingsensitivepiihandbook-march2012.pdf> for more information on and/or examples of Sensitive PII.

5. If you have questions regarding payment, please contact ICE Financial Operations at 1-877-491-(b)(7)(E) or by e-mail at (b)(7)(E)

[END OF SECTION G]

SECTION H—SPECIAL CONTRACT REQUIREMENTS

H.1 Contractor's Insurance

The Contractor shall maintain insurance in an amount not less than \$3,000,000 to protect the Contractor from claims under workman's compensation acts and from any other claims for damages for personal injury, including death which may arise from operations under this contract whether such operations by the Contractor itself or by any subcontractor or anyone directly or indirectly employed by either business entity. The Contractor shall maintain General Liability insurance: bodily injury liability coverage written on a comprehensive form of policy of at least \$500,000 per occurrence is required.

Additionally, an automobile liability insurance policy providing for bodily injury and property damage liability covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property coverage. Certificates of such insurance shall be subject to the approval of the CO for adequacy of protection. All insurance certificates required under this contract shall provide 30 days advance notice to the Government of any contemplated cancellation.

The Contractor shall provide that all staff having access to detainee monies and valuables are bonded in an amount sufficient to ensure reimbursement to the detainee by the Contractor in case of loss.

Additional information regarding Contractor insurance requirements for the airport can be found in Attachment 1.

H.2 Security Requirements

REQUIRED SECURITY LANGUAGE FOR SENSITIVE /BUT UNCLASSIFIED (SBU) CONTRACTS

SECURITY REQUIREMENTS

GENERAL

The Department of Homeland Security (DHS) has determined that performance of the tasks as described in Contract HSCEDM-14-D-00002 requires that the Contractor, subcontractor(s), vendor(s), etc. (herein known as Contractor) have access to sensitive DHS information, and that the Contractor will adhere to the following.

SUITABILITY DETERMINATION

DHS will exercise full control over granting; denying, withholding or terminating unescorted government facility and/or sensitive Government information access for Contractor employees, based upon the results of a background investigation. DHS may, as it deems appropriate, authorize and make a favorable expedited pre-employment determination based on preliminary security checks. The expedited pre-employment determination will allow the employees to commence work temporarily prior to the completion of the full investigation. The granting of a favorable pre-employment determination shall not be considered

as assurance that a favorable full employment determination will follow as a result thereof. The granting of a favorable pre-employment determination or a full employment determination shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by DHS, at any time during the term of the contract. No employee of the Contractor shall be allowed to begin work and/or access sensitive information or systems without a favorable decision or full employment determination by the Office of Professional Responsibility, Personnel Security Unit (OPR-PSU). No employee of the Contractor shall be allowed unescorted access to a Government facility without a favorable pre-employment determination or full employment determination by the OPR-PSU. Contract employees are processed under the DHS Management Directive 6-8.0. The contractor shall comply with the pre-screening requirements specified in the DHS Special Security Requirement – Contractor Pre-Screening paragraph located in this contract, if HSAR clauses 3052.204-70, Security Requirements for Unclassified Information Technology (IT) Resources; and/or 3052.204-71, Contractor Employee Access are included in the Clause section of this contract.

BACKGROUND INVESTIGATIONS

Contract employees (to include applicants, temporaries, part-time and replacement employees) under the contract, needing access to sensitive information, shall undergo a position sensitivity analysis based on the duties each individual will perform on the contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. Background investigations will be processed through the Personnel Security Unit. Prospective Contractor employees shall submit the following completed forms to the Personnel Security Unit through the Contracting Offices Representative (COR), no less than 35 days before the starting date of the contract or 5 days prior to the expected entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor:

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

Prospective Contractor employees who currently have an adequate current investigation and security clearance issued by the Defense Industrial Security Clearance Office (DISCO) or by another Federal Agency may not be required to submit complete security packages, and the investigation will be accepted for adjudication under reciprocity.

An adequate and current investigation is one where the investigation is not more than five years old and the subject has not had a break in service of more than two years.

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

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

The use of Non-U.S. citizens, including Lawful Permanent Residents (LPRs), is not permitted in the performance of this contract for any position that involves access to DHS IT systems and the information contained therein, to include, the development and / or maintenance of DHS IT systems; or access to information contained in and / or derived from any DHS IT system.

TRANSFERS FROM OTHER DHS CONTRACTS:

Personnel may transfer from other DHS Contracts provided they have an adequate and current investigation (see above). If the prospective employee does not have an adequate and current investigation an eQip Worksheet will be submitted to the Intake Team to initiate a new investigation.

Transfers will be submitted on the COR Transfer Form which will be provided by the Dallas PSU Office along with other forms and instructions.

CONTINUED ELIGIBILITY

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

The OPR-PSU may require drug screening for probable cause at any time and/ or when the contractor independently identifies, circumstances where probable cause exists.

The OPR-PSU may require reinvestigations when derogatory information is received and/or every 5 years.

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

REQUIRED REPORTS

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

The Contractor will notify OPR-PSU of all terminations/ resignations within five days of occurrence. The Contractor will return any expired DHS issued identification cards and building passes, or those of

terminated employees to the COR. If an identification card or building pass is not available to be returned, a report must be submitted to the COR, referencing the pass or card number, name of individual to whom issued, the last known location and disposition of the pass or card. The COR will return the identification cards and building passes to the responsible ID Unit.

Submit reports to the email address (b)(7)(E)

EMPLOYMENT ELIGIBILITY

The contractor shall agree that each employee working on this contract will successfully pass the DHS Employment Eligibility Verification (E-Verify) program operated by USCIS to establish work authorization.

The E-Verify system, formerly known as the Basic Pilot/Employment Eligibility verification Program, is an Internet-based system operated by DHS USCIS, in partnership with the Social Security Administration (SSA) that allows participating employers to electronically verify the employment eligibility of their newly hired employees. E-Verify represents the best means currently available for employers to verify the work authorization of their employees.

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

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

SECURITY MANAGEMENT

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

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

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

INFORMATION TECHNOLOGY SECURITY CLEARANCE

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

must have favorably adjudicated background investigations commensurate with the defined sensitivity level.

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

INFORMATION TECHNOLOGY SECURITY TRAINING AND OVERSIGHT

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

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

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

Hold Harmless Statement

This is an Agreement between Contractor and the U.S. Department of Homeland Security, U.S. Immigration and Customs Enforcement ("ICE").

1. Driver of Vehicle: The ICE Vehicle(s) may be driven only by designated employees of the Contractor. The Contractor shall ensure, and assumes the duty, that all its drivers of ICE Vehicles will meet all medical and legal requirements for driving, including that the driver shall:
 - (a) be over 21 years of age, unless a state law prohibits setting an age requirement;
 - (b) be a CDL qualified and licensed driver;
 - (c) be a driver whose driver's license, in any state, has not been revoked or suspended within the previous three (3) years, even if he or she now possesses a valid driver's license;
 - (d) not operate the vehicle under the influence of alcohol or other intoxicants, such as drugs or narcotics, or under any other physical or mental impairment which adversely affects the driver's ability to operate the ICE Vehicle; and
 - (e) not carry more passengers than available seatbelts.

2. Return of Vehicle: The ICE Vehicle shall be returned to ICE, in the same condition as when received, ordinary wear and tear are expected. The Contractor shall perform any cleaning or repairs necessary to

return the ICE Vehicle to the required condition. The determination as to the condition of the vehicle will be made solely by ICE. The amount of time the Contractor can use ICE Vehicles will be determined by ICE.

3. Insurance: The Contractor shall obtain liability insurance not less than \$1,000,000. The Contractor shall cover any damages to the ICE Vehicle or to other parties for the negligence of its employees driving ICE Vehicles. The Contractor shall cooperate with ICE if any claim is made, and to cooperate with ICE in any investigation involving an ICE Vehicle which was driven by a Contractor employee or Subcontractor.

4. Other Liability: The Contractor shall assume all risks from the use of the ICE Vehicle. The Contractor shall be responsible for damages to the Contractor's property or goods left or stored in the ICE Vehicle. The Contractor shall not hold ICE liable for damage from downtime, materials, or other consequential damages resulting from the use of the ICE Vehicle. The Contractor shall release and hold ICE, its agents and employees harmless from and against any and all losses, liabilities, damages, injuries, claims, costs, and expenses arising out of the Contractor's use or possession of the vehicle, including, but not limited to, any and all fines, penalties, and forfeitures imposed by any governmental entity and, to the extent not covered by insurance. The Contractor shall additionally hold ICE harmless for all loss, liability, and expense in excess of the limits of liability provided for herein as a result of injury, death, or property damage arising out of the Contractor's use of the vehicle. Neither the Contractor nor any other driver of the ICE Vehicles shall be deemed the agent, servant, or employee of ICE for any reason or any purpose.

5. Accidents: The Contractor shall immediately report any accidents or damage to the vehicle and shall deliver to ICE any document received by the Contractor relating to any claim, suit, or proceeding connected with any accident or event involving the vehicle.

6. Warranty Disclaimer: ICE disclaims any and all warranties, express or implied, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose or implied warranty arising out of course of performance, course of dealing, or usage of trade. Furthermore and specifically, ICE does not warrant and specifically disclaims any warranty that ICE Vehicles will always be available for the Contractor use and that ICE Vehicles will be without need of repair or in good working order. ICE does not warrant the actions or omissions of a manufacturer or repairer of the ICE vehicles. Any claims for injury by an employee of the Contractor while operating an ICE vehicle shall be considered a workplace accident with worker's compensation being an exclusive remedy against the Contractor. ICE shall be considered an insured under the Contractor's worker's compensation insurance.

7. Indemnification of ICE: The Contractor shall indemnify, defend and hold harmless ICE, and its officers, agents, employees, and each of them, from and against any and all third party claims, demands, causes of action, costs, damages, expenses, losses and liabilities (including reasonable attorneys' fees) incurred or to be incurred, arising out of or resulting from, the Contractor's operation of the ICE Vehicle.

[END OF SECTION H]

SECTION I—CONTRACT CLAUSES

I-1	52.202-1	Definitions	(JAN 2012)
I-2	52.203-3	Gratuities	(APR 1984)
I-3	52.203-5	Covenant Against Contingent Fees	(APR 1984)
I-4	52.203-6	Restrictions on Subcontractor Sales to the Government	(SEP 2006)
I-5	52.203-7	Anti-Kickback Procedures	(OCT 2010)
I-6	52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	(JAN 1997)
I-7	52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	(JAN 1997)
I-8	52.203-12	Limitation on Payments to Influence Certain Federal Transactions	(OCT 2010)
I-9	52.203-13	Contractor Code of Business Ethics and Conduct	(APR 2010)
I-10	52.204-1	Approval of Contract	(DEC 1989)
This contract is subject to the written approval of the CO and shall not be binding until so approved.			
I-11	52.204-2	Security Requirements	(AUG 1996)
I-12	52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	(MAY 2011)
I-13	52.204-7	Central Contractor Registration	(AUG 2012)
I-14	52.204-9	Personal Identity Verification of Contractor Personnel	(JAN 2011)
I-15	52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	(AUG 2012)
I-16	52.204-99	System for Award Management (SAM)	(AUG 2012)

I-17	52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	(DEC 2010)
I-18	52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	(FEB 2012)
I-19	52.215-8	Order of Precedence – Uniform Contract Format	(OCT 1997)
I-20	52.215-10	Price Reduction for Defective Cost and Pricing Data	(OCT 1997)
I-21	52.215-11	Price Reduction for Defective Certified Cost or Pricing Data – Modifications	(AUG 2011)
I-22	52.215-12	Subcontractor Certified Cost or Pricing Data	(OCT 2010)
I-23	52.215-13	Subcontractor Certified Cost or Pricing Data – Modifications	(OCT 2010)
I-24	52.215-19	Notification of Ownership Changes	(OCT 1997)
I-25	52.215-20	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data	(OCT 2010)
I-26	52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications	(OCT 2010)
I-27	52.216-18	Ordering	(OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through the last day of the last option period or later as extended by through a mutual agreement of the parties.

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

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

I-28 52.216-19 Ordering Limitations

(OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than TBD, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of TBD;

(2) Any order for a combination of items in excess of TBD; or

(3) A series of orders from the same ordering office within TBD days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within TBD days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

I-29 52.216-21 Requirements

(OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after December 21, 2017.

I-30 52.217-8 Option to Extend Services (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six (6) months. The CO may exercise the option by written notice to the Contractor within sixty (60) days of expiration.

I-31 52.219-8 Utilization of Small Business Concerns (JAN 2011)

I-32 52.219-9 Small Business Subcontracting Plan (JAN 2011)

I-33 52.219-28 Post-Award Small Business Program Representation (APR 2012)

I-34 52.219-14 Limitations on Subcontracting (NOV 2011)

I-35 52.222-1 Notice to the Government of Labor Disputes (FEB 1997)

I-36 52.222-3 Convict Labor (JUN 2003)

I-37 52.222-17 Nondisplacement of Qualified Workers (JAN 2013)

I-38 52.222-21 Prohibition of Segregated Facilities (FEB 1999)

I-39 52.222-35 Equal Opportunity for Veterans (SEP 2010)

I-40 52.222-36 Affirmative Action for Workers with Disabilities (OCT 2010)

I-41 52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans. (SEP 2010)

I-42 52.222-41 Service Contract Act of 1965 (NOV 2007)

I-43 52.222-42 Statement of Equivalent Rates for Federal Hires (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of [5 U.S.C. 5341](#) or [5332](#).

*This Statement is for Information Only:
It is not a Wage Determination*

Employee Class Monetary Wage—Fringe Benefits

I-44	52.222-43	Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts)	(SEP 2009)
I-45	52.222-50	Combating Trafficking in Persons	(FEB 2009)
I-46	52.223-1	Biobased Product Certification	(DEC 2007)
I-47	52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	(JUL 2012)
I-48	52.223-4	Recovered Material Certification	(MAY 2008)
I-49	52.223-5	Pollution Prevention and Right-to-Know Information	(MAY 2011)
I-50	52.223-6	Drug-Free Workplace	(MAY 2001)
I-51	52.223-9	Estimate of Percentage of Recovered Material Content for EPA-Designated Items	(MAY 2008)
I-52	52.223-10	Waste Reduction Program	(MAY 2011)
I-53	52.223-11	Ozone-Depleting Substances	(MAY 2001)
I-54	52.223-12	Refrigeration Equipment and Air Conditioners	(MAY 1995)
I-55	52.223-15	Energy Efficiency in Energy-Consuming Products	(DEC 2007)

I-56	52.223-16	IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products	(DEC 2007)
I-57	52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts	(MAY 2008)
I-58	52.223-18	Contractor Policy to Ban Text Messaging While Driving	(AUG 2011)
I-59	52.223-19	Compliance with Environmental Management Systems	(MAY 2011)
I-60	52.224-1	Privacy Act Notification	(APR 1984)
I-61	52.224-2	Privacy Act	(APR 1984)
I-62	52.225-13	Restrictions on Certain Foreign Purchases	(JUN 2008)
I-63	52.227-1	Authorization and Consent	(DEC 2007)
I-64	52.229-6	Taxes - Foreign Fixed-Price Contracts	(JUN 2003)
I-65	52.232-1	Payments	(APR 1984)
I-66	52.232-8	Discounts for Prompt Payment	(FEB 2002)
I-67	52.232-9	Limitation on Withholding of Payments	(APR 1984)
I-68	52.232-11	Extras	(APR 1984)
I-69	52.232-17	Interest	(OCT 2010)
I-70	52.232-18	Availability of Funds	(APR 1984)
I-71	52.232-19	Availability of Funds for the Next Fiscal Year	(APR 1984)

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

I-72	52.232-23	Assignment of Claims	(JAN 1986)
I-73	52.232-25	Prompt payment	(OCT 2008)

I-74	52.232-33	Payment by Electronic Funds Transfer – Central Contractor Registration	(OCT 2003)
I-74A	52.232-69	Unenforceability of Unauthorized Obligations	(JUN 2013)
I-75	52.232-99	Providing Accelerated Payment to Small Business Subcontractors (Deviation)	(AUG 2012)
I-76	52.233-1	Disputes	(JUL 2002)
I-77	52.233-3	Protest after Award	(AUG 1996)
I-78	52.233-4	Applicable Law for Breach of Contract Claim	(OCT 2004)
I-79	52.237-3	Continuity of Services	(JAN 1991)
I-80	52.239-1	Privacy or Security Safeguards	(AUG 1996)
I-81	52.242-13	Bankruptcy	(JUL 1995)
I-82	52.243-1	Changes - Fixed-Price (AUG 1987) – Alternate I	(APR 1984)
I-83	52.244-6	Subcontracts for Commercial Items.	(DEC 2010)
I-84	52.245-1	Government Property	(APR 2012)
I-85	52.246-20	Warranty of Services	(MAY 2001)
I-86	52.246-25	Limitation of Liability - Services	(FEB 1997)
I-87	52.248-1	Value Engineering	(OCT 2010)
I-88	52.249-2	Termination for Convenience of the Government (Fixed-Price)	(APR 2012)
I-89	52.249-8	Default (Fixed-Price Supply and Service)	(APR 1984)
I-90	52.252-1	Solicitation Provisions Incorporated by Reference	(FEB 1998)
I-91	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 CO will make their full text available. Also, the full text of a clause may be accessed electronically at this / these address(es): <https://www.acquisition.gov/far/>

The following Homeland Security Acquisition Regulations (HSAR) clauses can be found at:
<http://www.dhs.gov/xlibrary/assets/opnbiz/hsar.pdf>.

(a) The Contractor shall be responsible for Information Technology (IT) security for all systems connected to a DHS network or operated by the Contractor for DHS, regardless of location. This clause applies to all or any part of the contract that includes information technology resources or services for which the Contractor must have physical or electronic access to sensitive information contained in DHS unclassified systems that directly support the agency's mission.

(b) The Contractor shall provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract.

(1) Within thirty (30) days after contract award, the contractor shall submit for approval its IT Security Plan, which shall be consistent with and further detail the approach contained in the Contractor's proposal. The plan, as approved by the CO, shall be incorporated into the contract as a compliance document.

(2) The Contractor's IT Security Plan shall comply with Federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 et seq.); the Government Information Security Reform Act of 2000; and the Federal Information Security Management Act of 2002; and with Federal policies and procedures that include, but are not limited to, OMB Circular A-130.

(3) The security plan shall specifically include instructions regarding handling and protecting sensitive information at the Contractor's site (including any information stored, processed, or transmitted using the Contractor's computer systems), and the secure management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems.

(c) Examples of tasks that require security provisions include--

(1) Acquisition, transmission or analysis of data owned by DHS with significant replacement cost should the contractor's copy be corrupted; and

(2) Access to DHS networks or computers at a level beyond that granted the general public (e.g., such as bypassing a firewall).

(d) At the expiration of the contract, the contractor shall return all sensitive DHS information and IT resources provided to the contractor during the contract, and certify that all non-public DHS information has been purged from any contractor-owned system. Components shall conduct

reviews to ensure that the security requirements in the contract are implemented and enforced.

(e) Within 6 months after contract award, the contractor shall submit written proof of IT Security accreditation to DHS for approval by the DHS CO. Accreditation will proceed according to the criteria of the DHS Sensitive System Policy Publication, 4300A (Version 2.1, July 26, 2004) or any replacement publication, which the CO will provide upon request. This accreditation will include a final security plan, risk assessment, security test and evaluation, and disaster recovery plan / continuity of operations plan. This accreditation, when accepted by the CO, shall be incorporated into the contract as a compliance document. The contractor shall comply with the approved accreditation documentation.

I-94 3052.204-71 Contractor Employee Access (SEP 2012)

(a) "Sensitive Information," as used in this Chapter, means any information, the loss, misuse, disclosure, or unauthorized access to or modification of which could adversely affect the national or homeland security interest, or the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Pub. L. 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his / her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his / her designee);

(3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

(b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

(c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the COCO. Upon the CO's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

(d) The Contracting Officer may require the contractor to prohibit individuals from working on the contract if the Government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

(e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the CO. For those contractor employees authorized access to sensitive information, the contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

(f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

I-95 3052.215-70 Key Personnel or Facilities (DEC 2003)

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

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

The Key Personnel or Facilities under this Contract: see Section C.12 Key Personnel.

(End of clause)

I-96 3052.219-71 DHS Mentor-Protégé Program (JUN 2006)

(a) Large businesses are encouraged to participate in the DHS Mentor-Protégé program for the purpose of providing developmental assistance to eligible small business protégé entities to enhance their capabilities and increase their participation in DHS contracts.

(b) The program consists of:

(1) Mentor firms, which are large prime contractors capable of providing developmental assistance;

(2) Protégé firms, which are small businesses, veteran-owned small businesses, service-disabled veteran-owned small businesses, HUBZone small businesses, small disadvantaged businesses, and women-owned small business concerns; and

(3) Mentor-Protégé agreements, approved by the DHS OSDBU.

(c) Mentor participation in the program means providing business developmental assistance to aid protégés in developing the requisite expertise to effectively compete for and successfully perform DHS contracts and subcontracts.

(d) Large business prime contractors serving as mentors in the DHS Mentor-Protégé program are eligible for a post-award incentive for subcontracting plan credit. The mentor may receive credit for costs it incurs to provide assistance to a protégé firm. The mentor may use this additional credit towards attaining its subcontracting plan participation goal under the same or another DHS contract. The amount of credit given to a mentor firm for these protégé developmental assistance costs shall be calculated on a dollar for dollar basis and reported in the Summary Subcontract Report via the Electronic Subcontracting Reporting System (eSRS) at www.esrs.gov. For example, a mentor/large business prime contractor would report a \$10,000 subcontract to the protégé/small business subcontractor and \$5,000 of developmental assistance to the protégé/small business subcontractor as \$15,000. The Mentor and Protégé will submit a signed joint statement agreeing on the dollar value of the developmental assistance and the Summary Subcontract Report.

(e) Contractors interested in participating in the program are encouraged to contact the DHS OSDBU for more information.

(End of clause)

I-97 3052.219-72 Evaluation of Prime Contractor Participation In the DHS Mentor-Protégé Program (JUN 2006)

This solicitation contains a source selection factor or subfactor regarding participation in the DHS Mentor-Protégé Program. In order to receive credit under the source selection factor or subfactor, the offeror shall provide a signed letter of mentor-protégé agreement approval from the DHS Office of Small Business and Disadvantaged Business Utilization (OSDBU) before initial evaluation of proposals. The contracting officer may, in his or her discretion, give credit for approvals that occur after initial evaluation of proposals, but before final evaluation.

(End of provision)

I-98 3052.225-70 Requirement for Use of Certain Domestic Commodities (AUG 2009)

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

(1) "Commercial," as applied to an item described in subsection (b) of this clause, means an item of supply, whether an end product or component, that meets the definition of "commercial item" set forth in (FAR) 48 CFR 2.101.

(2) "Component" means any item supplied to the Government as part of an end product or of another component.

(3) "End product" means supplies delivered under a line item of this contract.

(4) "Non-commercial," as applied to an item described in subsections (b) or (c) of this clause, means an item of supply, whether an end product or component, that does not meet the definition of "commercial item" set forth in (FAR) 48 CFR 2.101.

(5) "Qualifying country" means a country with a memorandum of understanding or international agreement with the United States under which DHS procurement is covered.

(6) "United States" includes the possessions of the United States.

(b) The Contractor shall deliver under this contract only such of the following commercial or non-commercial items, either as end products or components, that have been grown, reprocessed, reused, or produced in the United States:

(1) Clothing and the materials and components thereof, other than sensors, electronics, or other items added to, and not normally associated with, clothing and the materials and components thereof; or

(2) Tents, tarpaulins, covers, textile belts, bags, protective equipment (such as body armor), sleep systems, load carrying equipment (such as fieldpacks), textile marine equipment, parachutes or bandages.

(c) The Contractor shall deliver under this contract only such of the following non-commercial items, either as end products or components that have been grown, reprocessed, reused, or produced in the United States:

(1) Cotton and other natural fiber products.

(2) Woven silk or woven silk blends.

(3) Spun silk yarn for cartridge cloth.

(4) Synthetic fabric or coated synthetic fabric (including all textile fibers and yarns that are for use in such fabrics).

(5) Canvas products.

(6) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles).

(7) Any item of individual equipment manufactured from or containing any of the fibers, yarns, fabrics, or materials listed in this paragraph (c).

(d) This clause does not apply--

(1) To items listed in (FAR) 48 CFR 25.104, or other items for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at United States market prices;

(2) To incidental amounts of cotton, other natural fibers, or wool incorporated in an end product, for which the estimated value of the cotton, other natural fibers, or wool is not more than 10 percent of the total price of the end product; or

(3) To items that are eligible products per (FAR) 48 CFR Subpart 25.4.

I-99 3052.245-70

Government Property Reports

(JUN 2006)

The Contractor shall prepare a report of Government property in its possession and the possession of its subcontractors, when and in a format prescribed by the Contracting Officer.

(End of clause)

[END OF SECTION I]

SECTION J—LIST OF ATTACHMENTS

- Attachment 1: Removed
- Attachment 2: Removed
- Attachment 3: Key Indicator Report
- Attachment 4: Removed
- Attachment 5: Removed
- Attachment 6: Removed
- Attachment 7: Department of Labor Wage Determination No. 2005-2119 Rev. No. 13
- Attachment 8: Agreement Between Doyon/Akal JV and The Government Security Guards Association and Its Local 2003 (incumbent contractor Collective Bargaining Agreement)
- Attachment 9: Removed
- Attachment 10: Removed
- Attachment 11: Removed
- Attachment 12: Removed
- Attachment 13: ICE Fleet Management Handbook
- Attachment 14: ICE Personal Property Handbook
- Attachment 15: Government Owned Vehicles
- Attachment 16: DHS Management Directive 6 to 8.0
- Attachment 17: Removed
- Attachment 18: Removed

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[END OF SECTION J]

Contract Performance Monitoring Instrument – Key Indicators

Month: _____

Facility: KRO SPC

Monthly Key Operational Indicators	Current Month	Previous Month	Difference
Average Daily Population			
Average Daily Population- Facility			
Average Days in Custody			
# Detainees Received			
# Detainees Transferred			
Classification			
Detainee Classification # Level 1 End of Month (EOM)			
Detainee Classification # Level 2 EOM			
Detainee Classification # Level 3 EOM			
Special Management			
Special Housing: # Placed AS			
Special Housing: # Placed DS			
# Temporary Beds in Use			
Detainee Behavior - Number of Incidents			
Assaults - Detainee-on-Detainee			
Assaults - Detainee-on-Staff			
Drug- or Alcohol-related			
Disturbances			
Hunger Strikes			
Escape Attempts*			
Escapes*			
Suicide Attempts*			
Deaths (Suicide, homicide, natural causes)*			
Incidents of sexual abuse or assault			
Gang related incidents			
<i>Hard contraband attach a summary report on types & quantities recovered</i>			
Number of Detainee Grievances	Current Month		
Allegations of staff misconduct			
Conditions of confinement			
Food			
Medical			
Discipline			
Group Grievances			

Monthly Key Operational Indicators	Current Month	Previous Month	Difference
Number of Use of Force Incidents			
Immediate			
Calculated			
(b)(7)(E)			
Personnel			
Number Authorized Positions (all)			
Number Employees on Board (all)			
Number Authorized Positions - Security/Custody Staff			
Number Security/Custody Staff on Board			
Other			
Have there been any interviews by reporters, other news media representatives, academics and others? Attach supplemental info			
Has there been any positive or negative facility or detainee media coverage? Attach supplemental info			
There are weekly meetings between key ICE and facility staff Y/N			
Facility Quality Control Plan is in place Y/N. Attach comments if necessary	Only for security contract staff	Only for security contract staff	

*When the facility houses males and females complete a separate Operational Indicators section for each gender. **Krome SPC does not house female detainees.***

Prepared by: _____ **COTR:** _____

WD 05-2119 (Rev.-13) was first posted on www.wdol.gov on 06/19/2012

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

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

Diane C. Koplewski Division of
Director Wage Determinations

Wage Determination No.: 2005-2119
Revision No.: 13
Date Of Revision: 06/13/2012

State: Florida

Area: Florida Counties of Collier, Dade, Monroe

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.11
01012 - Accounting Clerk II		16.24
01013 - Accounting Clerk III		18.17
01020 - Administrative Assistant		22.64
01040 - Court Reporter		18.82
01051 - Data Entry Operator I		12.92
01052 - Data Entry Operator II		14.09
01060 - Dispatcher, Motor Vehicle		16.82
01070 - Document Preparation Clerk		12.67
01090 - Duplicating Machine Operator		12.67
01111 - General Clerk I		12.62
01112 - General Clerk II		13.88
01113 - General Clerk III		15.59
01120 - Housing Referral Assistant		20.88
01141 - Messenger Courier		12.39
01191 - Order Clerk I		12.71
01192 - Order Clerk II		13.86
01261 - Personnel Assistant (Employment) I		15.88
01262 - Personnel Assistant (Employment) II		18.07
01263 - Personnel Assistant (Employment) III		20.30
01270 - Production Control Clerk		20.00
01280 - Receptionist		13.44
01290 - Rental Clerk		14.93
01300 - Scheduler, Maintenance		16.74
01311 - Secretary I		16.74
01312 - Secretary II		18.73
01313 - Secretary III		20.88
01320 - Service Order Dispatcher		14.66
01410 - Supply Technician		23.21
01420 - Survey Worker		18.82
01531 - Travel Clerk I		12.57
01532 - Travel Clerk II		13.48
01533 - Travel Clerk III		14.33
01611 - Word Processor I		13.30
01612 - Word Processor II		14.93
01613 - Word Processor III		16.98
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		17.44
05010 - Automotive Electrician		16.61
05040 - Automotive Glass Installer		15.52

05070 - Automotive Worker	15.52
05110 - Mobile Equipment Servicer	13.34
05130 - Motor Equipment Metal Mechanic	17.56
05160 - Motor Equipment Metal Worker	15.52
05190 - Motor Vehicle Mechanic	17.34
05220 - Motor Vehicle Mechanic Helper	12.24
05250 - Motor Vehicle Upholstery Worker	14.42
05280 - Motor Vehicle Wrecker	15.52
05310 - Painter, Automotive	16.62
05340 - Radiator Repair Specialist	15.52
05370 - Tire Repairer	11.41
05400 - Transmission Repair Specialist	17.53
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.65
07041 - Cook I	11.08
07042 - Cook II	12.90
07070 - Dishwasher	8.72
07130 - Food Service Worker	9.89
07210 - Meat Cutter	12.75
07260 - Waiter/Waitress	9.85
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	14.98
09040 - Furniture Handler	7.71
09080 - Furniture Refinisher	14.98
09090 - Furniture Refinisher Helper	11.03
09110 - Furniture Repairer, Minor	13.00
09130 - Upholsterer	16.48
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.80
11060 - Elevator Operator	10.39
11090 - Gardener	14.13
11122 - Housekeeping Aide	10.39
11150 - Janitor	10.39
11210 - Laborer, Grounds Maintenance	11.40
11240 - Maid or Houseman	9.59
11260 - Pruner	9.93
11270 - Tractor Operator	14.36
11330 - Trail Maintenance Worker	11.40
11360 - Window Cleaner	11.94
12000 - Health Occupations	
12010 - Ambulance Driver	15.34
12011 - Breath Alcohol Technician	17.33
12012 - Certified Occupational Therapist Assistant	26.46
12015 - Certified Physical Therapist Assistant	24.15
12020 - Dental Assistant	15.13
12025 - Dental Hygienist	31.91
12030 - EKG Technician	22.01
12035 - Electroneurodiagnostic Technologist	22.01
12040 - Emergency Medical Technician	15.34
12071 - Licensed Practical Nurse I	15.49
12072 - Licensed Practical Nurse II	17.33
12073 - Licensed Practical Nurse III	19.32
12100 - Medical Assistant	15.38
12130 - Medical Laboratory Technician	17.89
12160 - Medical Record Clerk	14.69
12190 - Medical Record Technician	15.38
12195 - Medical Transcriptionist	15.86
12210 - Nuclear Medicine Technologist	34.45
12221 - Nursing Assistant I	10.55
12222 - Nursing Assistant II	11.87

12223 - Nursing Assistant III	12.95
12224 - Nursing Assistant IV	14.53
12235 - Optical Dispenser	17.57
12236 - Optical Technician	15.24
12250 - Pharmacy Technician	15.84
12280 - Phlebotomist	14.53
12305 - Radiologic Technologist	25.46
12311 - Registered Nurse I	26.32
12312 - Registered Nurse II	29.80
12313 - Registered Nurse II, Specialist	29.80
12314 - Registered Nurse III	36.61
12315 - Registered Nurse III, Anesthetist	36.61
12316 - Registered Nurse IV	43.22
12317 - Scheduler (Drug and Alcohol Testing)	19.28
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.01
13012 - Exhibits Specialist II	23.54
13013 - Exhibits Specialist III	28.80
13041 - Illustrator I	20.64
13042 - Illustrator II	25.57
13043 - Illustrator III	31.27
13047 - Librarian	31.86
13050 - Library Aide/Clerk	12.37
13054 - Library Information Technology Systems Administrator	26.99
13058 - Library Technician	16.53
13061 - Media Specialist I	16.17
13062 - Media Specialist II	18.41
13063 - Media Specialist III	20.54
13071 - Photographer I	15.54
13072 - Photographer II	17.83
13073 - Photographer III	21.43
13074 - Photographer IV	27.00
13075 - Photographer V	32.66
13110 - Video Teleconference Technician	16.88
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.41
14042 - Computer Operator II	18.36
14043 - Computer Operator III	20.47
14044 - Computer Operator IV	22.75
14045 - Computer Operator V	25.19
14071 - Computer Programmer I	(see 1) 22.76
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	16.41
14160 - Personal Computer Support Technician	22.75
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	31.48
15020 - Aircrew Training Devices Instructor (Rated)	38.08
15030 - Air Crew Training Devices Instructor (Pilot)	42.90
15050 - Computer Based Training Specialist / Instructor	31.48
15060 - Educational Technologist	26.06
15070 - Flight Instructor (Pilot)	42.90
15080 - Graphic Artist	25.96
15090 - Technical Instructor	21.38
15095 - Technical Instructor/Course Developer	26.16

15110	- Test Proctor	17.26
15120	- Tutor	17.26
16000	- Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010	- Assembler	9.62
16030	- Counter Attendant	9.62
16040	- Dry Cleaner	11.86
16070	- Finisher, Flatwork, Machine	9.62
16090	- Presser, Hand	9.62
16110	- Presser, Machine, Drycleaning	9.62
16130	- Presser, Machine, Shirts	9.62
16160	- Presser, Machine, Wearing Apparel, Laundry	9.62
16190	- Sewing Machine Operator	12.52
16220	- Tailor	13.18
16250	- Washer, Machine	10.41
19000	- Machine Tool Operation And Repair Occupations	
19010	- Machine-Tool Operator (Tool Room)	17.51
19040	- Tool And Die Maker	22.29
21000	- Materials Handling And Packing Occupations	
21020	- Forklift Operator	14.81
21030	- Material Coordinator	19.02
21040	- Material Expediter	19.02
21050	- Material Handling Laborer	12.17
21071	- Order Filler	11.60
21080	- Production Line Worker (Food Processing)	14.81
21110	- Shipping Packer	14.81
21130	- Shipping/Receiving Clerk	14.81
21140	- Store Worker I	9.45
21150	- Stock Clerk	14.43
21210	- Tools And Parts Attendant	14.81
21410	- Warehouse Specialist	14.81
23000	- Mechanics And Maintenance And Repair Occupations	
23010	- Aerospace Structural Welder	24.81
23021	- Aircraft Mechanic I	23.31
23022	- Aircraft Mechanic II	24.81
23023	- Aircraft Mechanic III	26.28
23040	- Aircraft Mechanic Helper	15.59
23050	- Aircraft, Painter	18.88
23060	- Aircraft Servicer	18.80
23080	- Aircraft Worker	20.33
23110	- Appliance Mechanic	18.53
23120	- Bicycle Repairer	11.41
23125	- Cable Splicer	24.61
23130	- Carpenter, Maintenance	17.55
23140	- Carpet Layer	17.33
23160	- Electrician, Maintenance	19.25
23181	- Electronics Technician Maintenance I	21.43
23182	- Electronics Technician Maintenance II	23.32
23183	- Electronics Technician Maintenance III	25.75
23260	- Fabric Worker	17.63
23290	- Fire Alarm System Mechanic	18.83
23310	- Fire Extinguisher Repairer	14.71
23311	- Fuel Distribution System Mechanic	20.59
23312	- Fuel Distribution System Operator	15.49
23370	- General Maintenance Worker	16.44
23380	- Ground Support Equipment Mechanic	23.31
23381	- Ground Support Equipment Servicer	18.80
23382	- Ground Support Equipment Worker	20.33
23391	- Gunsmith I	14.71
23392	- Gunsmith II	17.40
23393	- Gunsmith III	19.85

23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.01
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	20.23
23430 - Heavy Equipment Mechanic	19.94
23440 - Heavy Equipment Operator	18.20
23460 - Instrument Mechanic	18.69
23465 - Laboratory/Shelter Mechanic	18.62
23470 - Laborer	11.51
23510 - Locksmith	16.19
23530 - Machinery Maintenance Mechanic	22.48
23550 - Machinist, Maintenance	18.00
23580 - Maintenance Trades Helper	13.11
23591 - Metrology Technician I	18.69
23592 - Metrology Technician II	19.89
23593 - Metrology Technician III	21.08
23640 - Millwright	21.19
23710 - Office Appliance Repairer	17.94
23760 - Painter, Maintenance	17.51
23790 - Pipefitter, Maintenance	20.20
23810 - Plumber, Maintenance	19.23
23820 - Pneudraulic Systems Mechanic	19.85
23850 - Rigger	19.85
23870 - Scale Mechanic	17.40
23890 - Sheet-Metal Worker, Maintenance	18.24
23910 - Small Engine Mechanic	15.16
23931 - Telecommunications Mechanic I	23.92
23932 - Telecommunications Mechanic II	25.46
23950 - Telephone Lineman	21.16
23960 - Welder, Combination, Maintenance	18.69
23965 - Well Driller	18.71
23970 - Woodcraft Worker	19.85
23980 - Woodworker	14.71
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.81
24580 - Child Care Center Clerk	15.33
24610 - Chore Aide	9.40
24620 - Family Readiness And Support Services Coordinator	14.45
24630 - Homemaker	17.05
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	19.01
25040 - Sewage Plant Operator	20.16
25070 - Stationary Engineer	19.01
25190 - Ventilation Equipment Tender	12.90
25210 - Water Treatment Plant Operator	20.16
27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.47
27007 - Baggage Inspector	10.61
27008 - Corrections Officer	25.15
27010 - Court Security Officer	28.50
27030 - Detection Dog Handler	18.11
27040 - Detention Officer	25.15
27070 - Firefighter	26.09
27101 - Guard I	10.61
27102 - Guard II	18.11
27131 - Police Officer I	30.90
27132 - Police Officer II	34.34
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.37

31361 - Truckdriver, Light	16.45
31362 - Truckdriver, Medium	17.99
31363 - Truckdriver, Heavy	19.54
31364 - Truckdriver, Tractor-Trailer	19.54
99000 - Miscellaneous Occupations	
99030 - Cashier	9.31
99050 - Desk Clerk	10.67
99095 - Embalmer	22.48
99251 - Laboratory Animal Caretaker I	10.75
99252 - Laboratory Animal Caretaker II	11.86
99310 - Mortician	24.52
99410 - Pest Controller	14.45
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	15.31
99711 - Recycling Specialist	19.30
99730 - Refuse Collector	13.33
99810 - Sales Clerk	12.45
99820 - School Crossing Guard	11.80
99830 - Survey Party Chief	18.80
99831 - Surveying Aide	10.24
99832 - Surveying Technician	16.78
99840 - Vending Machine Attendant	12.85
99841 - Vending Machine Repairer	16.68
99842 - Vending Machine Repairer Helper	12.85

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.71 per hour or \$148.40 per week or \$643.07 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 15 years, and 5 weeks after 20 years

Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds

\$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

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

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

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

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

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

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

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

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

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an

employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

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

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

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

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

Collective Bargaining Agreement

Between

DOYON-AKAL JV

and the

NATIONAL UNION OF SECURITY OFFICERS & GUARDS

**Effective August 1, 2011
Through July 31, 2014**

PREAMBLE

THIS AGREEMENT is made and entered by and between Doyon-Akal JV, comprised of Doyon Security Services, LLC, a Washington Limited Liability Company, and Akal Security, Inc., a New Mexico corporation, hereinafter referred to as the "Employer" or "Company," and National Union of Security Officers and Guards, hereinafter referred to as "NUSOG" or the "Union," having its office located at 148-06 Hillside Avenue, Jamaica, New York 11435, on behalf of its members at the ICE facility at Krome, FL (known as the "Krome Service Processing Center").

ARTICLE 1

GENERAL PROVISIONS

SECTION 1.1 BARGAINING UNIT

This Agreement is entered between Doyon-Akal JV (herein after referred to as the Company and Employer) and the National Union of Security Officers and Guards (NUSOG), (hereinafter referred to as the Union). The Company recognizes the Union as the sole and exclusive bargaining representative of the employees in the unit described below for the purpose of collective bargaining as defined in the National Labor Relations Act.

The unit is defined as **all full-time and part-time Detention Officers** employed by Doyon-Akal Joint Venture at Immigration and Customs Enforcement (ICE) Krome Service Processing Center, 18201 S.W. 12th Street, Miami, Florida 33194 with respect to wages, hours and conditions of employment, excluding all other employees including, office clerical employees and professional employees as defined in the National Labor Relations Act.

This Agreement shall be binding upon all parties, their successors and assigns. In the event of a sale or transfer of the business of the Employer, or any part thereof, the purchaser, transferee or assignment to a new contractor by Immigration and Customs Enforcement (ICE), shall be bound by this Agreement.

SECTION 1.2 NEGOTIATING COMMITTEE AND BARGAINING OBLIGATIONS

The Company agrees to recognize a Negotiating Committee composed of up to two members per shift from the Krome facility and two (2) members based at the Airport facility to represent the membership selected by the Union to represent the Employees in collective bargaining negotiations.

Obligation to Bargain. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining; that all such subjects were discussed and negotiated; and that the agreements contained herein were arrived at after the free exercise of such rights and opportunities.

Separability. In the event that a provision of this Agreement is held to be unlawful by a court of final jurisdiction or is rendered unlawful by a state or federal statute, all other provisions of this Agreement shall remain in full force and effect. In the event a provision of this Agreement becomes unlawful by such judicial or legislative action, the parties shall meet for the limited purpose of negotiating a substitute for said affected clause.

SECTION 1.3 CLASSIFICATIONS

A. Full-time employees are those employees who regularly work an average of Thirty-two (32) hours or more a week.

B. Part-time employees are those employees who regularly work less than an average of Thirty-two (32) hours a week. Part-time employees are eligible for holiday pay and vacation leave benefits.

Part-time employees are eligible for all other benefits on a pro-rata basis to the hours they are regularly scheduled to work.

C. Employees covered by this Agreement shall not be required to deliver office supplies, furniture, equipment or distribution that does not pertain to normal assigned duties.

D. Employees covered by this Agreement shall not be required to perform janitorial services other than picking up after themselves.

SECTION 1.4 STEWARD SYSTEM

- A. The Employer agrees to recognize one (1) shop steward and one (1) assistant shop steward for each shift at the location, duly appointed by the Union.
- B. The Union agrees that the stewards will work at their regular jobs at all times except when they are relieved to attend to the business of the Grievance Procedure as outlined in this Agreement. Aggrieved employees will be paid their regular rate of pay in the conduct of Company Union business during scheduled working hours.
- C. If the Employee requests, the Company will call for a steward prior to any disciplinary action taken, whether it be written or verbal. The supervisor, at the request of the Employee, will release the steward as soon as possible.

SECTION 1.5 MANAGERS AND SALARIED PERSONNEL

Managerial and salaried Employees shall not perform the duties of the Employees in the bargaining unit, except in an emergency.

SECTION 1.6 UNION SECURITY

- A. An Employee who is a member of the Union at the time this Agreement becomes effective shall continue membership in the Union for the duration of this Agreement, to the extent of tendering the membership dues uniformly required as a condition of retaining membership in the in the Union and of continued employment.
- B. An Employee who is not a member of this Union at the time that this Agreement becomes effective shall, within ten (10) days after the 30th day following the effective date of this Agreement or date of hire either:
 - 1. Become a member of the Union and remain a member.
 - 2. Pay the Union a service fee. The amount of this service fee shall be equal to that paid by regular Union members to include regular and usual initiation fees. The service fee will not include any assessments, special or otherwise. Such payments shall commence on the 30th day after the date of hire.

- a) Employees who are members of, and adhere to the established and traditional tenets of a bona-fide religion, body, or sect, which has historically held conscientious objections to joining or financially supporting labor organizations, shall, instead of the above, be allowed to make payments in amounts equal to the agency fee required above, to a tax-exempt organization (under Section 501(c)(3) of the IRS Code). The Union shall have the right to charge any Employee exercising this option, the reasonable cost of using the arbitration procedure of this Agreement on the Employee's individual behalf. Further, any Employee who exercises this option shall twice a year submit to the Union proof that the charitable contributions have been made.
- C. The obligations set forth in this Article shall only be effective to the extent permitted by controlling law, including, but not limited to, any Executive Orders permitting or restricting Union security rights. If there is a legal challenge to any provision of this Article, the Employer may suspend its obligations under this Article for the duration of the dispute after conferring on the matter with the Union.
- D. The Union, including its International, agrees to save and hold the Employer harmless from any and all claims, actions, suits, damages, or costs, including any attorney's fees incurred by the Employer, on account of any matter relating to the terms of this Article, including, but not limited to, any claims by any Employee(s) and compliance with the law.

SECTION 1.7 DUES CHECKOFF

- A. The Company agrees to deduct dues as designated by the Union on a monthly basis from the paycheck of each member of the Union. These deductions will be made only upon written authorization from the Employee on a form provided by the Union. It is understood that such deductions will be made only so long as the Company may legally do so. The Company will be advised in writing, by the Union, as to the dollar amount of the Union membership dues.
- B. The Company will remit all such deductions to the Financial Secretary/Treasurer within five (5) business days from the date that the deduction was made by check. The Company shall furnish the Financial Secretary/Treasurer with a deduction list, setting forth the name and amount of dues, within seven (7) business days of each remittance. The Union agrees to hold the Company harmless from any action or actions growing out of these deductions initiated by an Employee against the Company, and assumes full responsibility of the dispositions of the funds so deducted, once they are paid over to the Union. Errors made by the Company in the deduction or remittance of monies shall not be considered by the Union as a violation of this provision, providing such errors are unintentional and corrected when brought to the Company's attention.

SECTION 1.8 INTENT OF PARTIES

The Union and the Company agree to work sincerely and wholeheartedly to the end that the provisions of this Agreement will be applied and interpreted fairly, conscientiously, and in the best interest of

efficient security operations. The Union and the Company agree to use their best efforts to cause the Bargaining Unit Employees, individually and collectively, to perform and render loyal and efficient work and services on behalf of the Company. The Company and the Union recognize that the objective of providing equal employment opportunities for all people is consistent with Company and Union philosophy, and the parties agree to work sincerely and wholeheartedly toward the accomplishment of this objective.

SECTION 1.9 EQUAL OPPORTUNITY (NON-DISCRIMINATION)

In connection with the performance of work under this Agreement, the Company and the Union agree not to discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin. The aforesaid provision shall include, but not be limited to the following: employment, upgrading, promotion, demotion, or transfer, and selection for training.

The parties agree to comply with all applicable Federal laws and Executive orders pertaining to non-discrimination and equal opportunity in employment. The Company and the Union agree to post in conspicuous places, available for employees and applicants for employment, notices provided by the appropriate contractual/regulatory agencies setting for the provisions of the equal opportunity requirements.

The provisions of this article will not operate to invalidate any other term or condition of this Agreement.

The Company and Union agree not to discriminate against an employee because of employee's exercise of the rights guaranteed in Section 7 of the National Labor Relations Act, as amended.

ARTICLE 2

SENIORITY

SECTION 2.1 SENIORITY DEFINED

- A. Union seniority shall be the length of continuous service from the Employee's last date of hire as a Detention Officer or Supervisory Detention Officer for the Employer, past or present and/or any predecessor Employer. Seniority shall not accrue until the Employee has successfully completed the probationary period. Seniority shall be applicable in determining the order of layoff and recall, vacation schedules, extra work, transfers, and other matters as provided for in this Agreement.
- B. For the purposes of vacation schedules, transfers, and extra work, union seniority shall be defined as seniority within the work site.
- C. Any Employee permanently transferred out of the designated Local Bargaining Unit for any reason shall lose their Union seniority as it applies to the order of layoff and recall, vacation schedules, extra work, and other matters as provided for in this Agreement.

SECTION 2.2 SENIORITY LISTS

The Company shall prepare an up-to-date seniority list (by last date of hire under the contract), which shall be posted on the furnished bulletin boards, and the Company shall furnish to the Union a duplicate copy of such seniority list, advising monthly of any additions or deletions thereto.

SECTION 2.3 PERSONAL DATA

Employees shall notify the Employer in writing, on the company provided form, of their proper mailing address and telephone number or of any change of name, address, or telephone number. The Company shall be entitled to rely upon the last known address in the Employer's official records.

SECTION 2.4 TRANSFER OUT OF UNIT

An employee who accepts a permanent management position with the Company within the Contract sites but outside the bargaining unit, shall retain the seniority the employee had at the date of the promotion to management, but shall not accumulate additional seniority while in that capacity. If the employee returns to the bargaining unit, the employee will return to a position on the seniority list to which he/she is entitled to according to his/her previously retained seniority.

SECTION 2.5 PROBATIONARY EMPLOYEES

Each newly hired employee shall be considered a probationary employee of the Company during his/her first ninety (90) days of employment. The Union will still represent Probationary Employees for problems concerning wages, hours and working conditions. The Company reserves the right to decide questions relating to transfers, suspensions, discipline, layoffs, or discharge of Probationary Employees without recourse to the grievance procedure contained in this Agreement.

Probationary Employees do not have seniority until the completion of the probationary period, at which time seniority dates back to the date of hire. The Probationary period can be extended by mutual agreement between the Company and the Union.

The Employer shall notify the Union on request of all new employees hired and of all employees terminated, setting forth their address and job classification and department.

SECTION 2.6 TERMINATION OF SENIORITY

The seniority of an Employee shall be terminated for any of the following reasons:

1. Employee is discharged for just cause;
2. Employee voluntarily quits;
3. A settlement with the Employee has been made for total disability, or for any other reason if the settlement waives further employment rights with the Employer;
4. The Employee is laid off for a continuous period of one hundred eighty (180) calendar days;
5. The U.S. Government revokes the Employee's credentials as a DO;
6. The Employee is permanently transferred out of the bargaining unit.

7. Employee has failed to express his or her intent to return to work, and/or does not return to work in accordance with the requirements in this article;
8. Employee fails to report to work for two (2) consecutive scheduled days without notifying the Company, except in case of circumstances beyond his or her control.

The seniority of an Employee shall not be terminated if the employee is unable to report to work because of a non-occupational injury or illness shall retain his/her seniority for one (1) year, except that he/she shall be subject to layoff according to his/her seniority. Employees who are unable to report to work because of an occupational injury or illness shall retain their seniority during the term of their disability, except they shall be subject to layoff according to their seniority.

ARTICLE 3

JOB OPPORTUNITIES

SECTION 3.1 FILLING VACANCIES

It is understood senior employees shall have preference of assignments to shifts and days off. An employee may file with the Company a written request for a change of shift or days off. The time and date of the filing shall be noted on the face of the request and the Company shall maintain them. When the Company does determine that an opening exists, the Company will fill the opening in the following manner:

1. Award the opening to the senior full-time employee in the same classification that has had a written request on file with the Employer a minimum of fourteen (14) calendar days. If no full-time employee has a written request on file with the Employer, the Company may then fill the opening as follows;
2. Award the opening to the senior part-time employee in the same classification that has had a written request on file with the Employer a minimum of fourteen (14) days. If no part-time employee has a written request on file with the Employer, the Company may then fill the opening as follows;
3. Post a notice of the opening to all full-time and part-time employees in the same classification; giving those employees seven (7) calendar days to request being awarded the opening in writing, and awarding the opening to the senior full-time employee that requested the opening in writing within the seven (7) calendar days. If no full-time employee requested the position, it will be given to the senior part-time employee who requested the opening in writing within the seven (7) calendar days. If no full-time or part-time employee requests being awarded the opening in writing within seven (7) calendar days, the Company may then fill the opening as follows;
4. Post a notice of the opening to all full-time and part-time members of the bargaining unit currently working in a different classification, but meeting all qualifications for the classification in which the opening exists, giving those employees seven (7) calendar days to request being awarded the opening in writing, and awarding the opening to the

senior full-time employee that requested the opening in writing within the seven (7) calendar days. If no full-time employee requested the opening within seven (7) calendar days, the Company will then award the opening to the senior part-time employee that requested the opening in writing within the seven (7) calendar days. If no full-time or part-time member of the bargaining unit requests the opening in writing within seven (7) calendar days of the notification of the opening, the Company may then fill the opening as follows;

5. Fill the opening from outside the bargaining unit.

SECTION 3.2 LAYOFF AND RECALL

In the event of a layoff or recall from layoff, seniority shall control, provided the senior employee is capable of performing the available work. The employee with the least seniority shall be laid off first and recall will be in the inverse order of layoff. It is understood that probationary employees will be laid off before employees with seniority.

It is the responsibility of the laid off employee to keep the Company advised by certified mail of any changes in his/her mailing address. The employee shall reply to the Company his/her intent to return to work within seventy-two (72) hours after receipt of certified notice from the Company of recall. The employee will then have a maximum of five (5) calendar days to report for duty.

SECTION 3.3 TEMPORARY ASSIGNMENTS

In the interest of maintaining continuous operations, the Employer may temporarily assign an employee from a lower to a higher classification of work during any shift. The employee will receive the rate of pay for the higher classification for all time spent in the higher classification. An employee assigned to work in a lower classification will not have his rate of pay reduced.

To the extent feasible the assignment shall be a voluntary selection based on seniority and qualification. In the absence of volunteers, assignments shall be made on a reverse seniority and qualifications basis.

ARTICLE 4

MANAGEMENT'S RETAINED RIGHTS

SECTION 4.1

Management of the business and direction of the security force are exclusively the right of management. These rights include the right to:

1. Hire;
2. Assign work and schedule at the company's discretion;
3. Promote, Demote;
4. Discharge, discipline, or suspend based on Article 6;
5. Make and enforce work rules not inconsistent with the provisions of this agreement;
6. Require Employees to observe reasonable Employer rules and regulations;

7. Determine when overtime shall be worked;
8. Determine the qualifications of an Employee to perform work.

SECTION 4.2

Any of the rights, power or authority the Company had prior to the signing of this Agreement are retained by the Company, except those specifically abridged or modified by this Agreement and any supplemental Agreements that may hereafter be made. The Company's failure to exercise any function reserved to it shall not be deemed a waiver of any such rights.

ARTICLE 5

GRIEVANCE PROCEDURE

SECTION 5.1 INTENT

A grievance shall be defined as any dispute concerning the application or interpretation of this Agreement, or any dispute concerning wages, hours, or working conditions of employees covered by this Agreement. However, only grievances concerning the interpretation or application of specific provisions of this Agreement shall be subject to arbitration hereunder.

The grievance procedures outlined herein shall not be used for any action or order of removal of an Employee from working under the contract by the U.S. Government, revocation of required clearances by the U.S. Government, or loss of any licenses required by the State of Florida. In addition, the grievance procedures outlined herein shall not apply to any situation where the Company is acting under the express directives of the U.S. Government or the State of Florida.

SECTION 5.2 GENERAL PROVISIONS

The number of days outlined in Section 5.3 in the processing and presentation of grievances shall establish the maximum time allowed for the presentation and processing of a grievance. The term "days" shall not include Saturday, Sundays or holidays when used in this Article.

Should either the Company, the Union, or the aggrieved employee fail to comply with the time limits as set forth in this Article, the party who failed to comply with the time limits shall forfeit the grievance.

When the Company requests a meeting with the shop stewards/committee during working hours, the Union members will not be docked for time lost in attending such meeting. However, pay for such meeting shall not extend to hours in excess of eight (8) in one workday and no overtime shall be paid. In the event of grievance on the graveyard shift, the Company agrees to meet with the Union at 0600AM during regular workdays for the purpose of discussing the grievance.

SECTION 5.3 GRIEVANCE PROCEDURE

All grievances shall be presented and processed in accordance with the following procedures:

- A. **Step One** - The Employee or Union Representative shall, not later than ten (10) days after the incident being grieved, set forth the facts in writing, specifying the Article and paragraph allegedly violated. This shall be signed by the aggrieved Employee or the union representative, and shall be submitted to the Project Manager or designee. The Project Manager or designee shall have ten (10) days from the date the grievance was received by the Manager or designee to return a decision in writing to the aggrieved Employee, the Union Representative and NUSOG at its address as stated in this Agreement's preamble.
- B. **Step Two** - If the grievance is not settled in Step One, the grievance may be appealed in writing through the Project Manager to the Director of Operations or Company's Human Resources Manager or designee not later than ten (10) days from the denial by the Project Manager or designee. The Human Resources Manager or designee will have ten (10) days from the date the grievance was received to return a decision, in writing, with a copy to the aggrieved Employee, the Union Representative and NUSOG at its address as stated in this Agreement's preamble.
- C. **Grievance for Discipline** - Any grievance involving discharge or other discipline may be commenced using this procedure. Disciplinary charges must be served on the employee no later than thirty (30) days after the alleged misconduct. The written grievance challenging the discharge or discipline shall be presented to the Project Manager or designee within ten (10) days after disciplinary charges have been served on the employee.

SECTION 5.4 ARBITRATION PROCEDURE

- A. **Selection of an Arbitrator** - Within ten (10) days of the Union's receipt of the Human Resources Manager's decision, the Company and the Union will meet either in person or telephonically to jointly attempt to agree upon the selection of a neutral arbitrator. If, within ten (10) days, the parties fail to agree upon the selection of an arbitrator, the Union will request the American Arbitration Association to supply a list of arbitrators. An arbitrator will be selected per the rules of the American Arbitration Association
- B. **Decision of the Arbitrator** - The decision of the arbitrator shall be final and binding upon the parties to the Agreement. Any decision shall be complied with, without undue delay after the decision is rendered. It is understood and agreed between the parties that the arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement.
- C. **Arbitration Expense** - The arbitrator's fees and expenses, including the cost of any hearing room, shall be shared equally between the Company and the Employee. Each party to the arbitration will be responsible for its own expenses and compensation incurred bringing any of its witnesses or other participants to the arbitration. Any other expenses, including transcript costs, shall be borne by the party incurring such expenses.
- D. **Time Limits** - The decision of the arbitrator shall be rendered as soon as possible after the dispute has been submitted to him/her.

- E. The arbitrator shall have no authority to amend, modify, change, add to, or subtract from any of the terms or conditions of this Agreement or to base a decision on any past practice which is inconsistent with the provisions of this Agreement.
- F. The limits set forth herein may be extended only by mutual agreement of the union and the Company.

SECTION 5.5 CLASS ACTION

The Union shall the right to file a group grievance (class action) or grievances involving more than one (1) Employee at Step One of the grievance procedure.

SECTION 5.6 INDIVIDUAL GRIEVANCES

No individual may move a grievance to arbitration.

ARTICLE 6

DISCIPLINE

SECTION 6.1 GROUNDS FOR DISCIPLINE AND DISMISSAL

Disciplinary action will consist of a verbal warning, a written warning and suspension or termination. The Employer may skip one or more of these steps, depending on the severity of actions causing the disciplinary action.

After completion of the probationary period, no Employee shall be dismissed or suspended without just cause. Just cause shall include any action or order of removal of an employee from working under the contract by the U.S. Government, or revocation of required credentials by the ICE

The Company's contract with the U.S. Government sets out performance standards for the DOs and all Employees are required to comply with these standards. Failure to do so may lead to disciplinary action. These performance standards will be issued to each Employee and must be signed, acknowledging receipt, by the Employee and may be updated by the Company each year. Employees agree to comply with any non-disciplinary directive issued by the Government.

SECTION 6.2 GENERAL PROVISIONS FOR DISCIPLINE AND DISMISSAL

The Company's contract with the U.S. Government sets out performance standards for the DOs in and all Employees are required to comply with these standards. Failure to do so may lead to disciplinary action. These performance standards will be issued to each Employee and must be signed, acknowledging receipt, by the Employee and may be updated by the Company each year. Employees agree to comply with any non-disciplinary directive issued by the Government.

Upon written request, the Company will provide the Union, in a timely manner, with all information concerning the removal that they may legally release, and will provide the Union with any relevant

information concerning the proper Government point of contact and their contact data. The "final decision" on the employee's removal shall be determined by the Government, and the Employer shall be held harmless by the Union and the employee for any further claims made after this final determination. This provision is not intended to limit or prohibit the rights of any party to seek relief from other parties.

SECTION 6.3 MEMBERS RIGHTS

Any time an employee is to be interviewed and disciplinary action may be taken, he/she may have a Shop Steward or Union representative present. Both the employee and Union representative are entitled to know what the meeting is about and are entitled to consult prior to the interview.

ARTICLE 7

HOURS OF WORK AND OVERTIME

SECTION 7.1 WORKDAY AND WORKWEEK

For the purposes of this Article, a regular workweek of forty (40) hours of work, excluding lunch periods, shall constitute a normal full-time workweek for full-time Employees. Shifts shall be scheduled at the discretion of the Employer to fulfill the needs of the U.S. Government. Nothing contained herein shall guarantee to any Employee any number of hours of work per day or week.

The workweek is 12:00am Sunday to 11:59pm Saturday. The workday shall be defined as an 8 hour shift between 12:00am and 11:59pm

SECTION 7.2 OVERTIME

A. Overtime pay is calculated at one and one-half (1 and ½) times the employee's regular rate for all hours worked over forty (40) hours in one (1) workweek. Hours paid that are not worked, e.g. vacations, do not count as hours worked for overtime purposes.

SECTION 7.3 OVERTIME ASSIGNMENT

Bargaining Unit Employees will be expected to work reasonable overtime assignments. A list of volunteers shall be compiled by seniority for each shift. When the senior volunteer works overtime, his/her name will go to the bottom of the list.

When a Bargaining Unit Employee is next on the list, and cannot work because of personal reasons, he/she will be passed over and the next Bargaining Unit Employee on the list will work overtime and the Bargaining Unit Employee's name who turned down the overtime assignment will be next in turn for overtime.

Mandatory Overtime: When the overtime requirement is involuntary, the Bargaining Unit Employee with the least seniority will be required to meet the overtime requirement on a rotating basis. This includes involuntary call-in, which results in overtimes.

Employees shall be permitted to make trades of work days with other employees, provided each employee is qualified to perform the duties, and provided that the trade will not cause the company to be required to pay overtime or other compensation greater than what it would be required to pay if the trade was not made. All trades will be approved in advance by the Project Manager or Site Captain.

(NOTE: The federal law states that any employee who works over 40 hours in any given work week shall receive overtime, therefore the trade must take place in the same workweek for pay).

It is agreed that Bargaining Unit Employees will not be given time off in order to offset the payment of overtime.

SECTION 7.4 REST PERIODS

There shall be one twenty (20) minute paid rest period for each eight (8) hour shift and one ten (10) minute paid rest period per 4 hours of additional time worked on the same day. These rest periods require that the Employee be properly relieved before leaving their post. The Company recognizes the requirement to make its best efforts to provide regularly scheduled breaks. It is not the intent of the Company to avoid this requirement.

SECTION 7.5 GEAR UP/GEAR DOWN

All employees shall be compensated for time spent on post and for time spent on paid rest periods in accordance with Section 7.4. Employees shall not be compensated for any other time spent on the jobsite. Employees' arrival and departure times from the jobsite shall not be unreasonably restricted.

ARTICLE 8

WORK SHIFTS AND PAYMENT POLICIES

SECTION 8.1 WAGE SCHEDULE

All employees shall receive not less than the minimum wage rate as set forth in the scheduled job titles and wage rates as reflected in Appendix "A" attached hereto and made a part hereof

SECTION 8.2 CALL IN PAY

In the event employee reports to work for his/her shift without having been notified not to report, and work is not available, the employee shall be paid four (4) hours reporting pay at his/her regular rate of pay, including all benefits and allowances. Acts of God and failure of equipment beyond the Contractor's control shall nullify the Contractor's requirement to pay such reporting time pay.

SECTION 8.3 PAYDAY

Wages are paid by check, employees shall be paid during their shift but no later than the end of their shift on payday. Employees working 11:00 P.M. – 7:00 A.M. shift shall be paid during their shift but no later than 7:00 A.M. on payday unless notified by the company of an unforeseen delay in the process.

At its sole discretion, the Company will make its best efforts to pay employees every two (2) weeks by Direct Deposit no later than 12:01 A.M. on payday.

SECTION 8.4 UNDISPUTED ERROR

In case of an undisputed error on the part of the company as to an Employee's rate of pay, proper adjustment will be made in the next paycheck after the error has been brought in written form to the Company's attention. Any error, involving eight (8) hours of pay or more, will be corrected and paid within three (3) working days.

ARTICLE 9

HOLIDAYS

SECTION 9.1 HOLIDAYS DEFINED

Whenever the term "holiday" is used, it shall mean:

<i>New Year's Day</i>	<i>Labor Day</i>
<i>Martin Luther King Jr. Birthday</i>	<i>Columbus Day</i>
<i>President's Day</i>	<i>Veteran's Day</i>
<i>Good Friday</i>	<i>*Thanksgiving Day</i>
<i>Memorial Day</i>	<i>*Christmas Day</i>
<i>Independence Day</i>	<i>Employee's Birthday</i>

SECTION 9.2 MISCELLANEOUS HOLIDAY PROVISIONS

- A. A full-time position Employee who is not required to work on a holiday shall be paid eight (8) hours straight time, exclusive of any shift premium for that holiday.
- B. Any full-time position Employee who works as scheduled on a holiday shall receive the Employee's appropriate rate of pay for all hours worked, and in addition, shall receive eight (8) hours holiday pay at the straight time rate as described in (A) above.
- C. In the event that the Holiday falls on a weekend, the term "holiday" will refer to the day that the U.S. Government designates as the Holiday.
- D. The twelve (12) holidays shall be paid for regardless of the day of the week on which they fall.

- E. The employee who is requested and agrees to work on any of the above-named holidays but fails to report to work for such holiday shall not receive holiday pay, and shall be subject to discipline.
- F. Employees assigned to work Christmas and Thanksgiving will receive time and a-half plus the eight (8) hours holiday pay.
- G. Employees who work less than forty (40) hours per week average will have their holiday pay pro-rated based on average hours worked per week.

ARTICLE 10

VACATIONS

SECTION 10.1 ELIGIBLE FULL-TIME AND PART TIME EMPLOYEES

Eligibility for vacation benefits shall be based on Department of Labor (DOL) rules under Service Contract Act. Eligible full-time Employees shall be entitled to annual vacation based on their continuous years of service with the Employer (based on the Employee's anniversary date of employment) at their individual hourly rate of pay at the time payment is made in accordance with the following schedule:

An Employee who is assigned less than 40 hours per week on a regular basis, will receive prorated vacation benefits based on hours worked in the previous year based on the employee's anniversary date.

Upon completion of one (1) year of service: eighty (80) hours

Upon completion of five (5) years of service: one-hundred and twenty (120) hours

Upon completion of ten (10) years of service: one-hundred and sixty (160) hours

SECTION 10.2 SCHEDULING VACATIONS

Provided that the Employee has time available to cover the requested time, vacations, insofar as is reasonably possible, shall be granted at the times most desired by the Employee, after the Employee's anniversary date.

SECTION 10.3 UNUSED VACATION

Vacations shall not be cumulative from one year to the next. Any earned but unused vacation time remaining at the end of a year of service (based on Employee's anniversary date of employment) shall be paid to the Employee.

SECTION 10.4 PAY IN LIEU OF VACATION LEAVE

At any time during the year, Employees may request in writing to be paid for earned vacation, pay in lieu of taking actual vacation leave. Earned vacation pay will be paid in the next pay cycle. Employees who cash out vacation will not be entitled to take vacation unless approved as Leave without pay until they accrue additional vacation.

SECTION 10.5 TERMINATING EMPLOYEES

Upon termination of employment, Employees will be paid at their individual hourly rate vacation time earned as of their last anniversary date, but not used, as entitled by the Service Contract Act. (Example: An Employee who terminates one month into the next anniversary year is entitled to any of the previous year's earned accrued vacation not already used, and not to the additional month accrued in the new anniversary period).

SECTION 10.6 VACATION - LAID OFF EMPLOYEES

Length of service with the Employer shall accrue for the purposes of vacation benefits while an Employee is on laid-off status for up to one (1) year. Employees will only be paid vacation benefits upon returning to work.

SECTION 10.7 VACATION - LENGTH OF SERVICE

Vacation schedules shall be based on length of service as defined with the present contractor and with prior contractors in the performance of work at various building at Immigration and Customs Enforcement ("ICE") Krome Service Processing Center.

SECTION 10.8 VACATION - INCREMENTS

Consistent with Employer approval, efficiency, and economy of operations, Employees with two (2) or more weeks of vacation may take their vacation in segments of not less than one (1) week each. Those with more than two weeks' vacation may take the additional week in one (1) day (8 hour) increments

SECTION 10.9 HOLIDAYS OCCURRING DURING A SCHEDULED VACATION

Should a holiday occur during an employee's vacation, the employee shall receive one (1) additional day's vacation with pay, or pay in lieu thereof, at the option of the employee.

ARTICLE 11

LEAVES OF ABSENCE

SECTION 11.1 LIMITATIONS

Personal leaves of absence for non-medical emergencies may be granted at the sole discretion of the Employer without loss of seniority to the Employee. Such leaves, if granted, are not to exceed 30 days, unless a special extension is approved by the Employer. An employee on any unpaid leave of absence will be required to use available vacation or personal leave time in full before beginning the unpaid leave. Length of service with the Employer shall not accrue for purposes of vacation, holiday, or other accrued benefits for any unpaid leave of absence over thirty (30) days. The Employer will make every reasonable effort to maintain an Employee's position while on a non-statutory unpaid leave of absence. Unpaid leaves of absence may be taken only with written approval of the Employer or in a case of verified personal emergency. Failure to report for scheduled shifts without Employer permission will Supervisor to disciplinary action.

Any full-time employee who uses more than two (2) days of leave without pay (LWOP) per Government contract year for absences not covered by Family and Medical Leave Act of 1993 (FMLA), Worker's Compensation, or whose absence is not a company approved accommodation and/or leave, will face discontinuance of employment.

All unpaid leaves of absence under this article are without pay, benefits, or allowance.

SECTION 11.2 MEDICAL LEAVE

- A. The Family and Medical Leave Act of 1993 (FMLA) is incorporated herein.
- B. The Company agrees to honor the FMLA for all eligible Employees.
- C. During medical leave, the Employee shall be required to furnish a report from the doctor when requested periodically by the Employer. Upon the expiration of said leave, the Employee shall furnish the Employer with a statement, signed by the doctor, which establishes the fitness of the Employee to return to the Employee's previously held work. Any Employee who is not able to return to work with a medical clearance from a licensed physician at the end of a maximum medical leave shall be terminated from Employment.
- D. If the Employee files for medical leave on false pretext or works for another employer without pre-authorization from the company, the Employee will be removed from the DO program and from employment with Employer.

SECTION 11.3 MILITARY LEAVE

An Employee of the Company who is activated or drafted into any branch of the armed forces of the United States under the provisions of the Selective Service Act or the Reserve Forces Act shall be granted an unpaid military leave of absence, as required under the federal law, for the time spent in

full-time active duty. The period of such leave shall be determined in accordance with applicable federal laws in effect at the time of such leave.

An employee must furnish the Employer with a copy of his or her orders within five (5) days of receipt of such orders.

SECTION 11.4 UNION LEAVE

Up to four (4) union representatives will be granted an unpaid leave of absence no more than once a year for a maximum of five days upon written request for the purpose of attending Union conventions or other meetings of vital interest to the Union as long as staffing requirements permit. More time will be granted upon mutual agreement between the Company and the Union.

SECTION 11.5 PERSONAL LEAVE

Each full-time Employee shall be eligible to use a maximum of 3 days of personal leave per 12-month year worked. Eligible full-time Employees shall be entitled to personal leave upon completing one year of continuous service with the Employer (based on the Employee's anniversary date of employment).

- A. Personal days shall be used in no less than four-hour increments and shall be paid when taken by the Employee as approved in advance by the Site Supervisor, SSDO or SDO.
- B. Employees who work a regular schedule of less than 40 hrs per week will receive pro-rated benefits based on the number of actual hours worked in the previous year based on anniversary date.
- C. Unused personal days shall not be cumulative from year to year. Any unused, earned personal leave pay will be paid to Employee within the month following their anniversary date.
- D. Upon termination of employment, Employee will be paid at their individual hourly rate for any unused, earned personal leave, based upon the number of actual hours Employee worked during that year based on hire date anniversary. If the Employee has used more personal days upon termination than he/she earned based upon time worked on the contract (4 hours per full month worked), the amount of the overage will be deducted from the Employee's final paycheck. (Example: If Employee works only six months and therefore earns three days (24 hours) personal leave, but actually uses four days personal leave, the extra 8 hours' pay will be deducted from Employee's final paycheck.)
- E. Personal leave (and vacation) days may be used to cover absences caused by illness. Any Employee who is unable to report to work because of sickness must notify the Employer at least two (2) hours prior to the beginning of his/her regular shift in order to be eligible for paid personal leave benefits. Proof of illness may be required. Disciplinary action may result from excessive, unapproved absenteeism.

SECTION 11.6 SICK LEAVE

Each full-time Employee shall be eligible to use a maximum of six (6) days of sick leave per 12-month year worked. Sick leave shall accrue at the rate of 1 day for each 2 months worked.

Sick leave will be payable for full days of absence due to illness commencing on the first (1st) consecutive day of illness, and will not be paid for more than eight (8) hours at the employee's regular straight time rate for each day the employee is eligible to receive sick pay. Sick leave will not be considered as time worked for purposes of computing overtime.

The Employer may require proof of disability or evidence of sickness after three (3) consecutive days of absence.

Unused Sick leave shall not accrue from year to year. Any Sick Leave unused at the end of each anniversary year shall be cashed out, payment shall be made no later than thirty (30) days after the anniversary date.

B. Employees who work less than forty (40) hours per week average will have their Sick pay pro-rated based on average hours worked per week over the prior year.

SECTION 11.7 PROCESSING UNPAID LEAVES OF ABSENCE

The Employer will consider requests for unpaid leaves of absence and may grant them at its sole discretion. An unpaid leave of absence must be processed in the following manner:

- A. All requests for unpaid leaves of absence shall be submitted in writing to the Project Manager at least ten (10) calendar days prior to the date the leave will take effect, except in cases of verified personal emergencies, and include:
 1. The reasons for such leave;
 2. The effective dates of such leave;
 3. The estimated date of return to work.
- B. The Company will respond to the request within three (3) working days.
- C. The written request for leave of absence shall be submitted to the Contract Manager by the Site Supervisor for final approval. If the request for the leave of absence is approved by the Contract Manager, a copy of the approved leave of absence will be given to the Employee involved.
- D. Extensions of the leave of absence may be granted at the sole discretion of the Employer, upon written request by the Employee within ten (10) calendar days prior to the expiration of the leave of absence. Extensions, when granted, shall not total more than thirty (30) days.

SECTION 11.8 GENERAL PROVISIONS

Seniority shall accumulate during the period of any approved leave of absence subject to the provisions of this Agreement.

SECTION 11.9 BEREAVEMENT

If it is necessary for an employee to lose time from work because of death in the immediate family, the employee shall be entitled to three (3) days paid leave of absence at his or her straight-time rate of pay. If a death in the immediate family occurs among a member of the immediate family who resided out-of-state, the employee shall be entitled to five (5) days paid leave of absence at the employee's straight-time rate of pay.

Immediate Family. This is defined to mean an employee's father, mother, spouse, sister, brother, children (including legally adopted children and/or stepchildren), father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparents, and grandchildren.

The Employer may require proof of the death for which an employee requests a paid leave.

SECTION 11.10 JURY DUTY

If an employee is called for jury duty, upon written notice that the employee has served, the Employer shall reimburse employee for each day served, less all fees collected for serving, at a regular rate of base pay.

This will be pro-rated for all part-time employees. Transportation fees to employees are not to be counted as jury duty pay. If any employee is called as a witness to a crime on the facility, then he shall be compensated for all time lost.

Employee must inform the Company immediately in writing upon receiving a notice to report for jury service. The Employer reserves the right to request an exemption.

SECTION 11.11 ABSENTEEISM FROM DUTY

An employee must call in to the appropriate supervisor two (2) hours prior to the start of the scheduled shift. In the event an emergency prevents an employee from reporting to work and notifying the office prior to the scheduled shift, an employee must contact the appropriate Supervisor as soon as possible and explain the failure to report for duty. Explanations are subject to verification. Unverified and unexcused absences from duty will result in disciplinary action.

Doyon-Akal Joint Venture, considers that an employee has resigned their position voluntarily (voluntary separation) if the employee is absent from duty due to "no call/no show" more than 2 consecutive days or 5 days in a contract year.

ARTICLE 12

HEALTH, WELFARE AND UNIFORM ALLOWANCES

SECTION 12.1 PAYMENTS

For the term of this Agreement, the employer will provide Medical Coverage for all employees who work at least thirty two (32) hours per week to include their legal dependents. Employees will be responsible for current co-pays.

Medical Plan: Aetna U.S. Healthcare (HMO)
Dental Plan: Prudential Healthcare Dental
Supplement Hospital Plan: America Heritage Life

Participation by Employees in the Company's Health and Welfare ("H&W") Plans shall be in accordance with the terms of those Plans as they presently exist and as they may be amended by the Employer from time to time. The H&W Plans currently include medical insurance and dental insurance.

The Union shall have the option, at its discretion, to request modifications to the design of the Company's H&W Plans, and shall also have the option to substitute its own H&W Plans for the Company's H&W Plans. Any such requested changes to the Company's H&W Plans, and any such substitution of Plans, shall be negotiated between the Company and the Union.

The parties further agree that starting in calendar year 2012, Employees may be required to make contributions to the H&W Plans. If such contributions are required, they will begin no earlier than 60 days' notice to employees, and will be done on a pre-tax basis in accordance with IRS regulations.

For the life of this Agreement, the Employer will make health and welfare payments on all hours worked up to forty (40) hours per week, and up to a total of 2080 hours per contract year, as described in Appendix A.

SECTION 12.2 OTHER BENEFITS

The Employer will offer Employees the opportunity to participate in other available Employee paid fringe benefit programs made available to all Detention Officers employed by the Company. These programs may include cafeteria plans, payroll deduction plans, retirement plans, insurance plans, 401(k) plans, and any other plan mentioned in this Agreement.

SECTION 12.3 UNIFORM AND UNIFORM MAINTENANCE

Uniforms shall be supplied where required by the Employer. Members shall return all the uniforms issued to them upon separation or eighty percent (80%) replacement cost for uniform items and one hundred percent (100%) or replacement cost of equipment.

The Employer will pay the Employee an allowance for each hour worked, up to 40 hours per week, for uniform maintenance as described in Appendix A.

ARTICLE 13

MISCELLANEOUS PROVISIONS

SECTION 13.1 BULLETIN BOARDS

The provision of these facilities is the prerogative of the U.S. Government, who owns and controls all worksite facilities.

A. The Union shall provide an appropriate bulletin board exclusively for the use of the Union for the posting of non-controversial notices, such as:

1. Notices of Union recreational and social affairs;
2. Notices of Union elections;
3. Notices of Union appointments and results of Union elections;
4. Notices of Union meetings;
5. Union updates of negotiations.

B. There shall be no other postings on the Union's bulletin board by the Union, by employees or by the Company, of advertising or of any political matters.

C. Employer has no say in the use of the Union's bulletin board, except in order to maintain proper decorum or when directed by the government.

SECTION 13.2 PHYSICAL EXAMINATIONS

The Employer may require, as a condition of initial and continued employment, that applicants and employees submit to physical examinations including Physical Agility and endurance tests, to determine fitness for duty. Such examinations may include laboratory tests to detect the presence of alcohol or illicit drugs. Such laboratory tests may be administered before the commencement of work, after layoffs or leaves of absence in excess of thirty (30) calendar days, after on-the-job accidents, and upon reasonable suspicion of drug or alcohol use or impairment. The Employer may also require employees to undergo such laboratory tests on an annual basis. When required, such annual examinations will be given within fifteen (15) days of an employee's anniversary date. The Employer shall bear the cost of the initial and of the annual physical examination. Personal leave, with the permission of the supervisor, may be used for taking client-required re-examinations. For such re-examinations, employee shall make every attempt to use insurance coverage by Employer or otherwise owned by employee. Other than through insurance, Employer shall not cover the costs of client-required re-examinations.

SECTION 13.3 TRAVEL EXPENSES

The Company will provide advance payments for Company authorized and approved travel expenses if requested by an Employee. Any workday that includes travel and totals over twelve (12) hours may require the Employee to stay overnight, and the appropriate per diem will be paid. All hours in travel

up to a maximum of eight (8) per day will be counted as work hours, with the appropriate overtime wages provided for under this Agreement. Employees will be reimbursed for all authorized expenditures of any authorized travel within twenty (20) days from the day Employer receives the properly completed travel voucher and all required receipts.

SECTION 13.4 BREAK ROOMS

The Employer will make its best effort to obtain from the U.S. Government break rooms for DOs for breaks and lunch, without management using the room as an office, and will make its best prerogative of the U.S. Government effort to have the U.S. Government equip the room with water. The providing of these facilities is the prerogative of the U.S. Government.

SECTION 13.5 LOCKERS

The Employer will make its best effort to obtain lockers from the U.S. Government for the use of the DOs. The providing of these facilities is the prerogative of the U.S. Government.

SECTION 13.6 UNION MEETINGS

Neither Union officials nor Union members shall, during working time (excluding break and lunch periods), solicit membership, receive applications, hold meetings of any kind for the transaction of Union business, or conduct any Union activity other than the handling of grievances as described in this Agreement. No Employee may leave their post without permission from the Employer under any circumstances, unless there is appropriate Government permission granted. No Employee may be at the worksite at any time unless on duty at that time.

SECTION 13.7 VISITATION

It is agreed that the Union representative shall have access to the various buildings under Immigration and Customs Enforcement ("ICE") Krome Service Processing Center, Miami during working hours, to ascertain whether the Agreement is being properly observed, providing there is a minimum interruption of normal course of the operation at the various buildings under Immigration and Customs Enforcement (ICE) Krome Service Processing Center, Miami and all regulations of the Government are complied with. It is mutually understood that the Employer has no control over who can visit the site. This control is solely with "ICE" Krome Service Processing Center, Miami.

ARTICLE 14

401(k) PLAN

The Company shall provide a 401(k) plan to which Detention Officers are eligible to contribute, whether Union or Non-Union. At the direction of the individual Employee, the Company will deposit the pension payments to the Employee's 401(k) account. Employees shall be subject to the eligibility requirements and rules of the Plan. Participation by Employees in the 401(k) Plan shall be in accordance with the terms of the 401(k) Plan as it presently exists, and as it may be amended by the Employer from time to time.

The Union shall have the option, at its discretion, to substitute its own 401(k) Plan for the Company's 401(k) Plan in which case the Company will deposit the pension payments exclusively to the Union's 401(k) Plan.

ARTICLE 15

SAFETY

SECTION 15.1 SAFETY POLICY

It is the policy of the Company to make its best efforts to provide Employees with places and conditions of employment that are free from or protected against occupational safety and health hazards. Under this Agreement, all worksites and facilities are the property of the U.S. Government, who is responsible for the condition and safety of the worksite. The Company agrees to permit one (1) bargaining unit member selected by the Union to participate in any locally scheduled safety meetings.

SECTION 15.2 OSHA STANDARDS

The Company will report any safety violations observed or reported to the Company in any U.S. Government-provided DO workstation or break room.

ARTICLE 16

CONTINUITY OF OPERATIONS

A. No Strike-No Lockout Provision. It is the intention of the parties to adjust any and all claims, disputes, or grievances arising hereunder by resort to the procedures provided in this Agreement, and it is therefore agreed that during the life of this Agreement, there shall be no cessation of work, whether by strike, walkout, lockout, sick-out, picketing, or other interference with or curtailment of production of any kind, including sympathy strikes.

B. Strike Lines. During the life of this Agreement, a refusal by an employee or employees to cross a strike line at the employees' regular place of employment, established by the Union or established by any other labor organization or established by any other group, shall constitute a violation of Section A of this Article.

The Union agrees as part of the consideration of this Agreement that it will, within twelve (12) hours, take steps to end any work stoppages, strikes, intentional slowdown, picketing, or suspension of work, and shall notify its members by telephone, newspaper and Employer and Union bulletin boards of such violation of this Agreement and shall instruct its membership to return to work immediately.

The Union agrees that it will not assist employees participating in such work stoppage, strikes, intentional slowdowns, picketing, or suspension of work against whatever

disciplinary action the Employer may take and that such disciplinary action shall not be subject to the regular Grievance Procedure or to this Agreement.

ARTICLE 17

SEPARABILITY OF CONTRACT

In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through U.S. Government regulations or decree, such parties hereto agree to renegotiate such provision or provisions of this Agreement for the purpose of making them conform to the decree or U.S. Government statutes, so long as they shall remain legally effective. It is the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

Should any part of this Agreement or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by a decree of any court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof. Remaining parts or provisions shall remain in full force and effect.

ARTICLE 18

ENTIRE AGREEMENT

The parties acknowledge that during the negotiation which resulted in the Agreement, the unlimited right and opportunity to make demands and proposals with respect to any or matter not removed by law from the area of collective bargaining, and all understand agreements reach by the parties are set forth in this Agreement. Therefore, the Company and the Union shall not be obligated to bargain collectively on any matter pertaining to conditions of employment, including but not limited to, rates of pay, wages, hours of work, disciplinary actions, training requirements, etc., during the term of this Agreement, except as specifically provided for in other provisions of this Agreement.

ARTICLE 19

DURATION

This Agreement shall be effective from August 1, 2011 through July 31, 2014 and supersedes any and all prior agreements or understandings between the parties.

IN WITNESS WHEREOF, the parties have caused their representatives to sign this Agreement as full acknowledgment of their intention to be bound by the Agreement.

FOR: National Union of Security Officers and Guards

Gerard Jones
President

Date

6/24/11

FOR: Doyon-Akal JV

~~Man Ceppe~~ Shawn Barrows
~~Human Resources Manager~~ Vice President
Doyon Security Services

Date

06/29/11

FOR: Akal Security, Inc.

Sean Engelin
Labor Relations Manager

Date

6/29/11

Appendix A

WAGE SCHEDULE

Listed below are the Wages and Benefits effective for the employees at the Krome Detention Center in Miami, Florida

a) Base Wages

Current:

Detention Officers:
Health & Welfare Allowance:
Pension:
Uniform Allowance:

(b)(4)

Effective August 1, 2011:

Detention Officers:
Health & Welfare Allowance:
Pension:
Uniform Allowance:

(b)(4)

Effective August 1, 2012:

Detention Officers:
Health & Welfare Allowance:
Pension:
Uniform Allowance:

(b)(4)

Effective August 1, 2013:

Detention Officers:
Health & Welfare Allowance:
Pension:
Uniform Allowance:

(b)(4)

**A shift differential of four percent (4%) of the employee's regular hourly rate shall be paid for all hours worked between 2 P.M. and 10 P.M. A shift differential of six percent (6%) of the employee's regular hourly rate shall be paid for all hours worked between 10 P.M. and 6 A.M.*

FOR: National Union of Security Officers and Guards

Gerara Jones
President

Date

06/24/11

FOR: Doyon-Akal JV

Matt Coppie - Shawn Barrows
Human Resources Manager - Vice President
Doyon Security Services

Date

06/29/11

FOR: Akal Security, Inc.

Sean Engelin
Labor Relations Manager

Date

6/29/11

3808329.1

Collective Bargaining Agreement

Between

DOYON-AKAL JV

and the

NATIONAL UNION OF SECURITY OFFICERS & GUARDS

**Effective August 1, 2011
Through July 31, 2014**

PREAMBLE

THIS AGREEMENT is made and entered by and between Doyon-Akal JV, comprised of Doyon Security Services, LLC, a Washington Limited Liability Company, and Akal Security, Inc., a New Mexico corporation, hereinafter referred to as the "Employer" or "Company," and National Union of Security Officers and Guards, hereinafter referred to as "NUSOG" or the "Union," having its office located at 148-06 Hillside Avenue, Jamaica, New York 11435, on behalf of its members at the ICE facility at Krome, FL (known as the "Krome Service Processing Center").

ARTICLE 1

GENERAL PROVISIONS

SECTION 1.1 BARGAINING UNIT

This Agreement is entered between Doyon-Akal JV (herein after referred to as the Company and Employer) and the National Union of Security Officers and Guards (NUSOG), (hereinafter referred to as the Union). The Company recognizes the Union as the sole and exclusive bargaining representative of the employees in the unit described below for the purpose of collective bargaining as defined in the National Labor Relations Act.

The unit is defined as all full-time and part-time Supervisors and Training Officers employed by Doyon-Akal Joint Venture at Immigration and Customs Enforcement (ICE) Krome Service Processing Center, 18201 S.W. 12th Street, Miami, Florida 33194 with respect to wages, hours and conditions of employment, excluding all other employees including, office clerical employees and professional employees as defined in the National Labor Relations Act.

This Agreement shall be binding upon all parties, their successors and assigns. In the event of a sale or transfer of the business of the Employer, or any part thereof, the purchaser, transferee or assignment to a new contractor by Immigration and Customs Enforcement (ICE), shall be bound by this Agreement.

SECTION 1.2 NEGOTIATING COMMITTEE AND BARGAINING OBLIGATIONS

The Company agrees to recognize a Negotiating Committee composed of up to two members per shift from the Krome facility and two (2) members based at the Airport facility to represent the membership selected by the Union to represent the Employees in collective bargaining negotiations.

Obligation to Bargain. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining; that all such subjects were discussed and negotiated; and that the agreements contained herein were arrived at after the free exercise of such rights and opportunities.

Separability. In the event that a provision of this Agreement is held to be unlawful by a court of final jurisdiction or is rendered unlawful by a state or federal statute, all other provisions of this Agreement shall remain in full force and effect. In the event a provision of this Agreement becomes unlawful by such judicial or legislative action, the parties shall meet for the limited purpose of negotiating a substitute for said affected clause.

SECTION 1.3 CLASSIFICATIONS

- A. Full-time employees are those employees who regularly work an average of Thirty-two (32) hours or more a week.
- B. Part-time employees are those employees who regularly work less than an average of Thirty-two (32) hours a week. Part-time employees are eligible for holiday pay and vacation leave benefits.

Part-time employees are eligible for all other benefits on a pro-rata basis to the hours they are regularly scheduled to work.

C. Employees covered by this Agreement shall not be required to deliver office supplies, furniture, equipment or distribution that does not pertain to normal assigned duties.

D. Employees covered by this Agreement shall not be required to perform janitorial services other than picking up after themselves.

SECTION 1.4 STEWARD SYSTEM

- A. The Employer agrees to recognize one (1) shop steward and one (1) assistant shop steward for each shift at the location, duly appointed by the Union.
- B. The Union agrees that the stewards will work at their regular jobs at all times except when they are relieved to attend to the business of the Grievance Procedure as outlined in this Agreement. Aggrieved employees will be paid their regular rate of pay in the conduct of Company Union business during scheduled working hours.
- C. If the Employee requests, the Company will call for a steward prior to any disciplinary action taken, whether it be written or verbal. The supervisor, at the request of the Employee, will release the steward as soon as possible.

SECTION 1.5 MANAGERS AND SALARIED PERSONNEL

Managerial and salaried Employees shall not perform the duties of the Employees in the bargaining unit, except in an emergency.

SECTION 1.6 UNION SECURITY

- A. An Employee who is a member of the Union at the time this Agreement becomes effective shall continue membership in the Union for the duration of this Agreement, to the extent of tendering the membership dues uniformly required as a condition of retaining membership in the in the Union and of continued employment.
- B. An Employee who is not a member of this Union at the time that this Agreement becomes effective shall, within ten (10) days after the 30th day following the effective date of this Agreement or date of hire either:
 - 1. Become a member of the Union and remain a member.
 - 2. Pay the Union a service fee. The amount of this service fee shall be equal to that paid by regular Union members to include regular and usual initiation fees. The service fee will not include any assessments, special or otherwise. Such payments shall commence on the 30th day after the date of hire.

- a) Employees who are members of, and adhere to the established and traditional tenets of a bona-fide religion, body, or sect, which has historically held conscientious objections to joining or financially supporting labor organizations, shall, instead of the above, be allowed to make payments in amounts equal to the agency fee required above, to a tax-exempt organization (under Section 501(c)(3) of the IRS Code). The Union shall have the right to charge any Employee exercising this option, the reasonable cost of using the arbitration procedure of this Agreement on the Employee's individual behalf. Further, any Employee who exercises this option shall twice a year submit to the Union proof that the charitable contributions have been made.
- C. The obligations set forth in this Article shall only be effective to the extent permitted by controlling law, including, but not limited to, any Executive Orders permitting or restricting Union security rights. If there is a legal challenge to any provision of this Article, the Employer may suspend its obligations under this Article for the duration of the dispute after conferring on the matter with the Union.
- D. The Union, including its International, agrees to save and hold the Employer harmless from any and all claims, actions, suits, damages, or costs, including any attorney's fees incurred by the Employer, on account of any matter relating to the terms of this Article, including, but not limited to, any claims by any Employee(s) and compliance with the law.

SECTION 1.7 DUES CHECKOFF

- A. The Company agrees to deduct dues as designated by the Union on a monthly basis from the paycheck of each member of the Union. These deductions will be made only upon written authorization from the Employee on a form provided by the Union. It is understood that such deductions will be made only so long as the Company may legally do so. The Company will be advised in writing, by the Union, as to the dollar amount of the Union membership dues.
- B. The Company will remit all such deductions to the Financial Secretary/Treasurer within five (5) business days from the date that the deduction was made by check. The Company shall furnish the Financial Secretary/Treasurer with a deduction list, setting forth the name and amount of dues, within seven (7) business days of each remittance. The Union agrees to hold the Company harmless from any action or actions growing out of these deductions initiated by an Employee against the Company, and assumes full responsibility of the dispositions of the funds so deducted, once they are paid over to the Union. Errors made by the Company in the deduction or remittance of monies shall not be considered by the Union as a violation of this provision, providing such errors are unintentional and corrected when brought to the Company's attention.

SECTION 1.8 INTENT OF PARTIES

The Union and the Company agree to work sincerely and wholeheartedly to the end that the provisions of this Agreement will be applied and interpreted fairly, conscientiously, and in the best interest of

efficient security operations. The Union and the Company agree to use their best efforts to cause the Bargaining Unit Employees, individually and collectively, to perform and render loyal and efficient work and services on behalf of the Company. The Company and the Union recognize that the objective of providing equal employment opportunities for all people is consistent with Company and Union philosophy, and the parties agree to work sincerely and wholeheartedly toward the accomplishment of this objective.

SECTION 1.9 EQUAL OPPORTUNITY (NON-DISCRIMINATION)

In connection with the performance of work under this Agreement, the Company and the Union agree not to discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin. The aforesaid provision shall include, but not be limited to the following: employment, upgrading, promotion, demotion, or transfer, and selection for training.

The parties agree to comply with all applicable Federal laws and Executive orders pertaining to non-discrimination and equal opportunity in employment. The Company and the Union agree to post in conspicuous places, available for employees and applicants for employment, notices provided by the appropriate contractual/regulatory agencies setting for the provisions of the equal opportunity requirements.

The provisions of this article will not operate to invalidate any other term or condition of this Agreement.

The Company and Union agree not to discriminate against an employee because of employee's exercise of the rights guaranteed in Section 7 of the National Labor Relations Act, as amended.

ARTICLE 2

SENIORITY

SECTION 2.1 SENIORITY DEFINED

- A. Union seniority shall be the length of continuous service from the Employee's last date of hire as a Detention Officer or Supervisory Detention Officer for the Employer, past or present and/or any predecessor Employer. Seniority shall not accrue until the Employee has successfully completed the probationary period. Seniority shall be applicable in determining the order of layoff and recall, vacation schedules, extra work, transfers, and other matters as provided for in this Agreement.
- B. For the purposes of vacation schedules, transfers, and extra work, union seniority shall be defined as seniority within the work site.
- C. Any Employee permanently transferred out of the designated Local Bargaining Unit for any reason shall lose their Union seniority as it applies to the order of layoff and recall, vacation schedules, extra work, and other matters as provided for in this Agreement.

SECTION 2.2 SENIORITY LISTS

The Company shall prepare an up-to-date seniority list (by last date of hire under the contract), which shall be posted on the furnished bulletin boards, and the Company shall furnish to the Union a duplicate copy of such seniority list, advising monthly of any additions or deletions thereto.

SECTION 2.3 PERSONAL DATA

Employees shall notify the Employer in writing, on the company provided form, of their proper mailing address and telephone number or of any change of name, address, or telephone number. The Company shall be entitled to rely upon the last known address in the Employer's official records.

SECTION 2.4 TRANSFER OUT OF UNIT

An employee who accepts a permanent management position with the Company within the Contract sites but outside the bargaining unit, shall retain the seniority the employee had at the date of the promotion to management, but shall not accumulate additional seniority while in that capacity. If the employee returns to the bargaining unit, the employee will return to a position on the seniority list to which he/she is entitled to according to his/her previously retained seniority.

SECTION 2.5 PROBATIONARY EMPLOYEES

Each newly hired employee shall be considered a probationary employee of the Company during his/her first ninety (90) days of employment. The Union will still represent Probationary Employees for problems concerning wages, hours and working conditions. The Company reserves the right to decide questions relating to transfers, suspensions, discipline, layoffs, or discharge of Probationary Employees without recourse to the grievance procedure contained in this Agreement.

Probationary Employees do not have seniority until the completion of the probationary period, at which time seniority dates back to the date of hire. The Probationary period can be extended by mutual agreement between the Company and the Union.

The Employer shall notify the Union on request of all new employees hired and of all employees terminated, setting forth their address and job classification and department.

SECTION 2.6 TERMINATION OF SENIORITY

The seniority of an Employee shall be terminated for any of the following reasons:

1. Employee is discharged for just cause;
2. Employee voluntarily quits;
3. A settlement with the Employee has been made for total disability, or for any other reason if the settlement waives further employment rights with the Employer;
4. The Employee is laid off for a continuous period of one hundred eighty (180) calendar days;
5. The U.S. Government revokes the Employee's credentials as a DO;
6. The Employee is permanently transferred out of the bargaining unit.

7. Employee has failed to express his or her intent to return to work, and/or does not return to work in accordance with the requirements in this article;
8. Employee fails to report to work for two (2) consecutive scheduled days without notifying the Company, except in case of circumstances beyond his or her control.

The seniority of an Employee shall not be terminated if the employee is unable to report to work because of a non-occupational injury or illness shall retain his/her seniority for one (1) year, except that he/she shall be subject to layoff according to his/her seniority. Employees who are unable to report to work because of an occupational injury or illness shall retain their seniority during the term of their disability, except they shall be subject to layoff according to their seniority.

ARTICLE 3

JOB OPPORTUNITIES

SECTION 3.1 FILLING VACANCIES

It is understood senior employees shall have preference of assignments to shifts and days off. An employee may file with the Company a written request for a change of shift or days off. The time and date of the filing shall be noted on the face of the request and the Company shall maintain them. When the Company does determine that an opening exists, the Company will fill the opening in the following manner:

1. Award the opening to the senior full-time employee in the same classification that has had a written request on file with the Employer a minimum of fourteen (14) calendar days. If no full-time employee has a written request on file with the Employer, the Company may then fill the opening as follows;
2. Award the opening to the senior part-time employee in the same classification that has had a written request on file with the Employer a minimum of fourteen (14) days. If no part-time employee has a written request on file with the Employer, the Company may then fill the opening as follows;
3. Post a notice of the opening to all full-time and part-time employees in the same classification; giving those employees seven (7) calendar days to request being awarded the opening in writing, and awarding the opening to the senior full-time employee that requested the opening in writing within the seven (7) calendar days. If no full-time employee requested the position, it will be given to the senior part-time employee who requested the opening in writing within the seven (7) calendar days. If no full-time or part-time employee requests being awarded the opening in writing within seven (7) calendar days, the Company may then fill the opening as follows;
4. Post a notice of the opening to all full-time and part-time members of the bargaining unit currently working in a different classification, but meeting all qualifications for the classification in which the opening exists, giving those employees seven (7) calendar days to request being awarded the opening in writing, and awarding the opening to the

senior full-time employee that requested the opening in writing within the seven (7) calendar days. If no full-time employee requested the opening within seven (7) calendar days, the Company will then award the opening to the senior part-time employee that requested the opening in writing within the seven (7) calendar days. If no full-time or part-time member of the bargaining unit requests the opening in writing within seven (7) calendar days of the notification of the opening, the Company may then fill the opening as follows;

5. Fill the opening from outside the bargaining unit.

SECTION 3.2 LAYOFF AND RECALL

In the event of a layoff or recall from layoff, seniority shall control, provided the senior employee is capable of performing the available work. The employee with the least seniority shall be laid off first and recall will be in the inverse order of layoff. It is understood that probationary employees will be laid off before employees with seniority.

It is the responsibility of the laid off employee to keep the Company advised by certified mail of any changes in his/her mailing address. The employee shall reply to the Company his/her intent to return to work within seventy-two (72) hours after receipt of certified notice from the Company of recall. The employee will then have a maximum of five (5) calendar days to report for duty.

SECTION 3.3 TEMPORARY ASSIGNMENTS

In the interest of maintaining continuous operations, the Employer may temporarily assign an employee from a lower to a higher classification of work during any shift. The employee will receive the rate of pay for the higher classification for all time spent in the higher classification. An employee assigned to work in a lower classification will not have his rate of pay reduced.

To the extent feasible the assignment shall be a voluntary selection based on seniority and qualification. In the absence of volunteers, assignments shall be made on a reverse seniority and qualifications basis.

ARTICLE 4

MANAGEMENT'S RETAINED RIGHTS

SECTION 4.1

Management of the business and direction of the security force are exclusively the right of management. These rights include the right to:

1. Hire;
2. Assign work and schedule at the company's discretion;
3. Promote, Demote;
4. Discharge, discipline, or suspend based on Article 6;
5. Make and enforce work rules not inconsistent with the provisions of this agreement;

6. Require Employees to observe reasonable Employer rules and regulations;
7. Determine when overtime shall be worked;
8. Determine the qualifications of an Employee to perform work.

SECTION 4.2

Any of the rights, power or authority the Company had prior to the signing of this Agreement are retained by the Company, except those specifically abridged or modified by this Agreement and any supplemental Agreements that may hereafter be made. The Company's failure to exercise any function reserved to it shall not be deemed a waiver of any such rights.

ARTICLE 5

GRIEVANCE PROCEDURE

SECTION 5.1 INTENT

A grievance shall be defined as any dispute concerning the application or interpretation of this Agreement, or any dispute concerning wages, hours, or working conditions of employees covered by this Agreement. However, only grievances concerning the interpretation or application of specific provisions of this Agreement shall be subject to arbitration hereunder.

The grievance procedures outlined herein shall not be used for any action or order of removal of an Employee from working under the contract by the U.S. Government, revocation of required clearances by the U.S. Government, or loss of any licenses required by the State of Florida. In addition, the grievance procedures outlined herein shall not apply to any situation where the Company is acting under the express directives of the U.S. Government or the State of Florida.

SECTION 5.2 GENERAL PROVISIONS

The number of days outlined in Section 5.3 in the processing and presentation of grievances shall establish the maximum time allowed for the presentation and processing of a grievance. The term "days" shall not include Saturday, Sundays or holidays when used in this Article.

Should either the Company, the Union, or the aggrieved employee fail to comply with the time limits as set forth in this Article, the party who failed to comply with the time limits shall forfeit the grievance.

When the Company requests a meeting with the shop stewards/committee during working hours, the Union members will not be docked for time lost in attending such meeting. However, pay for such meeting shall not extend to hours in excess of eight (8) in one workday and no overtime shall be paid. In the event of grievance on the graveyard shift, the Company agrees to meet with the Union at 0600AM during regular workdays for the purpose of discussing the grievance.

SECTION 5.3 GRIEVANCE PROCEDURE

All grievances shall be presented and processed in accordance with the following procedures:

- A. **Step One** - The Employee or Union Representative shall, not later than ten (10) days after the incident being grieved, set forth the facts in writing, specifying the Article and paragraph allegedly violated. This shall be signed by the aggrieved Employee or the union representative, and shall be submitted to the Project Manager or designee. The Project Manager or designee shall have ten (10) days from the date the grievance was received by the Manager or designee to return a decision in writing to the aggrieved Employee, the Union Representative and NUSOG at its address as stated in this Agreement's preamble.
- B. **Step Two** - If the grievance is not settled in Step One, the grievance may be appealed in writing through the Project Manager to the Director of Operations or Company's Human Resources Manager or designee not later than ten (10) days from the denial by the Project Manager or designee. The Human Resources Manager or designee will have ten (10) days from the date the grievance was received to return a decision, in writing, with a copy to the aggrieved Employee, the Union Representative and NUSOG at its address as stated in this Agreement's preamble.
- C. **Grievance for Discipline** - Any grievance involving discharge or other discipline may be commenced using this procedure. Disciplinary charges must be served on the employee no later than thirty (30) days after the alleged misconduct. The written grievance challenging the discharge or discipline shall be presented to the Project Manager or designee within ten (10) days after disciplinary charges have been served on the employee.

SECTION 5.4 ARBITRATION PROCEDURE

- A. **Selection of an Arbitrator** - Within ten (10) days of the Union's receipt of the Human Resources Manager's decision, the Company and the Union will meet either in person or telephonically to jointly attempt to agree upon the selection of a neutral arbitrator. If, within ten (10) days, the parties fail to agree upon the selection of an arbitrator, the Union will request the American Arbitration Association to supply a list of arbitrators. An arbitrator will be selected per the rules of the American Arbitration Association.
- B. **Decision of the Arbitrator** - The decision of the arbitrator shall be final and binding upon the parties to the Agreement. Any decision shall be complied with, without undue delay after the decision is rendered. It is understood and agreed between the parties that the arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement.
- C. **Arbitration Expense** - The arbitrator's fees and expenses, including the cost of any hearing room, shall be shared equally between the Company and the Employee. Each party to the arbitration will be responsible for its own expenses and compensation incurred bringing any of its witnesses or other participants to the arbitration. Any other expenses, including transcript costs, shall be borne by the party incurring such expenses.

- D. **Time Limits** - The decision of the arbitrator shall be rendered as soon as possible after the dispute has been submitted to him/her.
- E. The arbitrator shall have no authority to amend, modify, change, add to, or subtract from any of the terms or conditions of this Agreement or to base a decision on any past practice which is inconsistent with the provisions of this Agreement.
- F. The limits set forth herein may be extended only by mutual agreement of the union and the Company.

SECTION 5.5 CLASS ACTION

The Union shall the right to file a group grievance (class action) or grievances involving more than one (1) Employee at Step One of the grievance procedure.

SECTION 5.6 INDIVIDUAL GRIEVANCES

No individual may move a grievance to arbitration.

ARTICLE 6

DISCIPLINE

SECTION 6.1 GROUNDS FOR DISCIPLINE AND DISMISSAL

Disciplinary action will consist of a verbal warning, a written warning and suspension or termination. The Employer may skip one or more of these steps, depending on the severity of actions causing the disciplinary action.

After completion of the probationary period, no Employee shall be dismissed or suspended without just cause. Just cause shall include any action or order of removal of an employee from working under the contract by the U.S. Government, or revocation of required credentials by the ICE

The Company's contract with the U.S. Government sets out performance standards for the DOs and all Employees are required to comply with these standards. Failure to do so may lead to disciplinary action. These performance standards will be issued to each Employee and must be signed, acknowledging receipt, by the Employee and may be updated by the Company each year. Employees agree to comply with any non-disciplinary directive issued by the Government.

SECTION 6.2 GENERAL PROVISIONS FOR DISCIPLINE AND DISMISSAL

The Company's contract with the U.S. Government sets out performance standards for the DOs in and all Employees are required to comply with these standards. Failure to do so may lead to disciplinary action. These performance standards will be issued to each Employee and must be signed, acknowledging receipt, by the Employee and may be updated by the Company each year. Employees agree to comply with any non-disciplinary directive issued by the Government.

Upon written request, the Company will provide the Union, in a timely manner, with all information concerning the removal that they may legally release, and will provide the Union with any relevant information concerning the proper Government point of contact and their contact data. The "final decision" on the employee's removal shall be determined by the Government, and the Employer shall be held harmless by the Union and the employee for any further claims made after this final determination. This provision is not intended to limit or prohibit the rights of any party to seek relief from other parties.

SECTION 6.3 MEMBERS RIGHTS

Any time an employee is to be interviewed and disciplinary action may be taken, he/she may have a Shop Steward or Union representative present. Both the employee and Union representative are entitled to know what the meeting is about and are entitled to consult prior to the interview.

ARTICLE 7

HOURS OF WORK AND OVERTIME

SECTION 7.1 WORKDAY AND WORKWEEK

For the purposes of this Article, a regular workweek of forty (40) hours of work, excluding lunch periods, shall constitute a normal full-time workweek for full-time Employees. Shifts shall be scheduled at the discretion of the Employer to fulfill the needs of the U.S. Government. Nothing contained herein shall guarantee to any Employee any number of hours of work per day or week.

The workweek is 12:00am Sunday to 11:59pm Saturday. The workday shall be defined as an 8 hour shift between 12:00am and 11:59pm

SECTION 7.2 OVERTIME

A. Overtime pay is calculated at one and one-half (1 and ½) times the employee's regular rate for all hours worked over forty (40) hours in one (1) workweek. Hours paid that are not worked, e.g. vacations, do not count as hours worked for overtime purposes.

SECTION 7.3 OVERTIME ASSIGNMENT

Bargaining Unit Employees will be expected to work reasonable overtime assignments. A list of volunteers shall be compiled by seniority for each shift. When the senior volunteer works overtime, his/her name will go to the bottom of the list.

When a Bargaining Unit Employee is next on the list, and cannot work because of personal reasons, he/she will be passed over and the next Bargaining Unit Employee on the list will work overtime and the Bargaining Unit Employee's name who turned down the overtime assignment will be next in turn for overtime.

Mandatory Overtime: When the overtime requirement is involuntary, the Bargaining Unit Employee with the least seniority will be required to meet the overtime requirement on a rotating basis. This includes involuntary call-in, which results in overtimes.

Employees shall be permitted to make trades of work days with other employees, provided each employee is qualified to perform the duties, and provided that the trade will not cause the company to be required to pay overtime or other compensation greater than what it would be required to pay if the trade was not made. All trades will be approved in advance by the Project Manager or Site Captain.

(NOTE: The federal law states that any employee who works over 40 hours in any given work week shall receive overtime, therefore the trade must take place in the same workweek for pay).

It is agreed that Bargaining Unit Employees will not be given time off in order to offset the payment of overtime.

SECTION 7.4 REST PERIODS

There shall be one twenty (20) minute paid rest period for each eight (8) hour shift and one ten (10) minute paid rest period per 4 hours of additional time worked on the same day. These rest periods require that the Employee be properly relieved before leaving their post. The Company recognizes the requirement to make its best efforts to provide regularly scheduled breaks. It is not the intent of the Company to avoid this requirement.

SECTION 7.5 GEAR UP/GEAR DOWN

All employees shall be compensated for time spent on post and for time spent on paid rest periods in accordance with Section 7.4. Employees shall not be compensated for any other time spent on the jobsite. Employees' arrival and departure times from the jobsite shall not be unreasonably restricted.

ARTICLE 8

WORK SHIFTS AND PAYMENT POLICIES

SECTION 8.1 WAGE SCHEDULE

All employees shall receive not less than the minimum wage rate as set forth in the scheduled job titles and wage rates as reflected in Appendix "A" attached hereto and made a part hereof

SECTION 8.2 CALL IN PAY

In the event employee reports to work for his/her shift without having been notified not to report, and work is not available, the employee shall be paid four (4) hours reporting pay at his/her regular rate of pay, including all benefits and allowances. Acts of God and failure of equipment beyond the Contractor's control shall nullify the Contractor's requirement to pay such reporting time pay.

SECTION 8.3 PAYDAY

Wages are paid by check, employees shall be paid during their shift but no later than the end of their shift on payday. Employees working 11:00 P.M. – 7:00 A.M. shift shall be paid during their shift but no later than 7:00 A.M. on payday unless notified by the company of an unforeseen delay in the process.

At its sole discretion, the Company will make its best efforts to pay employees every two (2) weeks by Direct Deposit no later than 12:01 A.M. on payday.

SECTION 8.4 UNDISPUTED ERROR

In case of an undisputed error on the part of the company as to an Employee's rate of pay, proper adjustment will be made in the next paycheck after the error has been brought in written form to the Company's attention. Any error, involving eight (8) hours of pay or more, will be corrected and paid within three (3) working days.

ARTICLE 9

HOLIDAYS

SECTION 9.1 HOLIDAYS DEFINED

Whenever the term "holiday" is used, it shall mean:

<i>New Year's Day</i>	<i>Labor Day</i>
<i>Martin Luther King Jr. Birthday</i>	<i>Columbus Day</i>
<i>President's Day</i>	<i>Veteran's Day</i>
<i>Good Friday</i>	<i>*Thanksgiving Day</i>
<i>Memorial Day</i>	<i>*Christmas Day</i>
<i>Independence Day</i>	<i>Employee's Birthday</i>

SECTION 9.2 MISCELLANEOUS HOLIDAY PROVISIONS

- A. A full-time position Employee who is not required to work on a holiday shall be paid eight (8) hours straight time, exclusive of any shift premium for that holiday.
- B. Any full-time position Employee who works as scheduled on a holiday shall receive the Employee's appropriate rate of pay for all hours worked, and in addition, shall receive eight (8) hours holiday pay at the straight time rate as described in (A) above.
- C. In the event that the Holiday falls on a weekend, the term "holiday" will refer to the day that the U.S. Government designates as the Holiday.
- D. The twelve (12) holidays shall be paid for regardless of the day of the week on which they fall.

- E. The employee who is requested and agrees to work on any of the above-named holidays but fails to report to work for such holiday shall not receive holiday pay, and shall be subject to discipline.
- F. Employees assigned to work Christmas and Thanksgiving will receive time and a-half plus the eight (8) hours holiday pay.
- G. Employees who work less than forty (40) hours per week average will have their holiday pay pro-rated based on average hours worked per week.

ARTICLE 10

VACATIONS

SECTION 10.1 ELIGIBLE FULL-TIME AND PART TIME EMPLOYEES

Eligibility for vacation benefits shall be based on Department of Labor (DOL) rules under Service Contract Act. Eligible full-time Employees shall be entitled to annual vacation based on their continuous years of service with the Employer (based on the Employee's anniversary date of employment) at their individual hourly rate of pay at the time payment is made in accordance with the following schedule:

An Employee who is assigned less than 40 hours per week on a regular basis, will receive prorated vacation benefits based on hours worked in the previous year based on the employee's anniversary date.

Upon completion of one (1) year of service: eighty (80) hours

Upon completion of five (5) years of service: one-hundred and twenty (120) hours

Upon completion of ten (10) years of service: one-hundred and sixty (160) hours

SECTION 10.2 SCHEDULING VACATIONS

Provided that the Employee has time available to cover the requested time, vacations, insofar as is reasonably possible, shall be granted at the times most desired by the Employee, after the Employee's anniversary date.

SECTION 10.3 UNUSED VACATION

Vacations shall not be cumulative from one year to the next. Any earned but unused vacation time remaining at the end of a year of service (based on Employee's anniversary date of employment) shall be paid to the Employee.

SECTION 10.4 PAY IN LIEU OF VACATION LEAVE

At any time during the year, Employees may request in writing to be paid for earned vacation, pay in lieu of taking actual vacation leave. Earned vacation pay will be paid in the next pay cycle. Employees who cash out vacation will not be entitled to take vacation unless approved as Leave without pay until they accrue additional vacation.

SECTION 10.5 TERMINATING EMPLOYEES

Upon termination of employment, Employees will be paid at their individual hourly rate vacation time earned as of their last anniversary date, but not used, as entitled by the Service Contract Act. (Example: An Employee who terminates one month into the next anniversary year is entitled to any of the previous year's earned accrued vacation not already used, and not to the additional month accrued in the new anniversary period).

SECTION 10.6 VACATION - LAID OFF EMPLOYEES

Length of service with the Employer shall accrue for the purposes of vacation benefits while an Employee is on laid-off status for up to one (1) year. Employees will only be paid vacation benefits upon returning to work.

SECTION 10.7 VACATION - LENGTH OF SERVICE

Vacation schedules shall be based on length of service as defined with the present contractor and with prior contractors in the performance of work at various building at Immigration and Customs Enforcement ("ICE") Krome Service Processing Center.

SECTION 10.8 VACATION - INCREMENTS

Consistent with Employer approval, efficiency, and economy of operations, Employees with two (2) or more weeks of vacation may take their vacation in segments of not less than one (1) week each. Those with more than two weeks' vacation may take the additional week in one (1) day (8 hour) increments

SECTION 10.9 HOLIDAYS OCCURRING DURING A SCHEDULED VACATION

Should a holiday occur during an employee's vacation, the employee shall receive one (1) additional day's vacation with pay, or pay in lieu thereof, at the option of the employee.

ARTICLE 11

LEAVES OF ABSENCE

SECTION 11.1 LIMITATIONS

Personal leaves of absence for non-medical emergencies may be granted at the sole discretion of the Employer without loss of seniority to the Employee. Such leaves, if granted, are not to exceed 30 days, unless a special extension is approved by the Employer. An employee on any unpaid leave of absence will be required to use available vacation or personal leave time in full before beginning the unpaid leave. Length of service with the Employer shall not accrue for purposes of vacation, holiday, or other accrued benefits for any unpaid leave of absence over thirty (30) days. The Employer will make every reasonable effort to maintain an Employee's position while on a non-statutory unpaid leave of absence. Unpaid leaves of absence may be taken only with written approval of the Employer or in a case of verified personal emergency. Failure to report for scheduled shifts without Employer permission will Supervisor to disciplinary action.

Any full-time employee who uses more than two (2) days of leave without pay (LWOP) per Government contract year for absences not covered by Family and Medical Leave Act of 1993 (FMLA), Worker's Compensation, or whose absence is not a company approved accommodation and/or leave, will face discontinuance of employment.

All unpaid leaves of absence under this article are without pay, benefits, or allowance.

SECTION 11.2 MEDICAL LEAVE

- A. The Family and Medical Leave Act of 1993 (FMLA) is incorporated herein.
- B. The Company agrees to honor the FMLA for all eligible Employees.
- C. During medical leave, the Employee shall be required to furnish a report from the doctor when requested periodically by the Employer. Upon the expiration of said leave, the Employee shall furnish the Employer with a statement, signed by the doctor, which establishes the fitness of the Employee to return to the Employee's previously held work. Any Employee who is not able to return to work with a medical clearance from a licensed physician at the end of a maximum medical leave shall be terminated from Employment.
- D. If the Employee files for medical leave on false pretext or works for another employer without pre-authorization from the company, the Employee will be removed from the DO program and from employment with Employer.

SECTION 11.3 MILITARY LEAVE

An Employee of the Company who is activated or drafted into any branch of the armed forces of the United States under the provisions of the Selective Service Act or the Reserve Forces Act shall be granted an unpaid military leave of absence, as required under the federal law, for the time spent in

full-time active duty. The period of such leave shall be determined in accordance with applicable federal laws in effect at the time of such leave.

An employee must furnish the Employer with a copy of his or her orders within five (5) days of receipt of such orders.

SECTION 11.4 UNION LEAVE

Up to four (4) union representatives will be granted an unpaid leave of absence no more than once a year for a maximum of five days upon written request for the purpose of attending Union conventions or other meetings of vital interest to the Union as long as staffing requirements permit. More time will be granted upon mutual agreement between the Company and the Union.

SECTION 11.5 PERSONAL LEAVE

Each full-time Employee shall be eligible to use a maximum of 3 days of personal leave per 12-month year worked. Eligible full-time Employees shall be entitled to personal leave upon completing one year of continuous service with the Employer (based on the Employee's anniversary date of employment).

- A. Personal days shall be used in no less than four-hour increments and shall be paid when taken by the Employee as approved in advance by the Site Supervisor, SSDO or SDO.
- B. Employees who work a regular schedule of less than 40 hrs per week will receive pro-rated benefits based on the number of actual hours worked in the previous year based on anniversary date.
- C. Unused personal days shall not be cumulative from year to year. Any unused, earned personal leave pay will be paid to Employee within the month following their anniversary date.
- D. Upon termination of employment, Employee will be paid at their individual hourly rate for any unused, earned personal leave, based upon the number of actual hours Employee worked during that year based on hire date anniversary. If the Employee has used more personal days upon termination than he/she earned based upon time worked on the contract (4 hours per full month worked), the amount of the overage will be deducted from the Employee's final paycheck. (Example: If Employee works only six months and therefore earns three days (24 hours) personal leave, but actually uses four days personal leave, the extra 8 hours' pay will be deducted from Employee's final paycheck.)
- E. Personal leave (and vacation) days may be used to cover absences caused by illness. Any Employee who is unable to report to work because of sickness must notify the Employer at least two (2) hours prior to the beginning of his/her regular shift in order to be eligible for paid personal leave benefits. Proof of illness may be required. Disciplinary action may result from excessive, unapproved absenteeism.

SECTION 11.6 SICK LEAVE

Each full-time Employee shall be eligible to use a maximum of six (6) days of sick leave per 12-month year worked. Sick leave shall accrue at the rate of 1 day for each 2 months worked.

Sick leave will be payable for full days of absence due to illness commencing on the first (1st) consecutive day of illness, and will not be paid for more than eight (8) hours at the employee's regular straight time rate for each day the employee is eligible to receive sick pay. Sick leave will not be considered as time worked for purposes of computing overtime.

The Employer may require proof of disability or evidence of sickness after three (3) consecutive days of absence.

Unused Sick leave shall not accrue from year to year. Any Sick Leave unused at the end of each anniversary year shall be cashed out, payment shall be made no later than thirty (30) days after the anniversary date.

B. Employees who work less than forty (40) hours per week average will have their Sick pay pro-rated based on average hours worked per week over the prior year.

SECTION 11.7 PROCESSING UNPAID LEAVES OF ABSENCE

The Employer will consider requests for unpaid leaves of absence and may grant them at its sole discretion. An unpaid leave of absence must be processed in the following manner:

- A. All requests for unpaid leaves of absence shall be submitted in writing to the Project Manager at least ten (10) calendar days prior to the date the leave will take effect, except in cases of verified personal emergencies, and include:
 1. The reasons for such leave;
 2. The effective dates of such leave;
 3. The estimated date of return to work.
- B. The Company will respond to the request within three (3) working days.
- C. The written request for leave of absence shall be submitted to the Contract Manager by the Site Supervisor for final approval. If the request for the leave of absence is approved by the Contract Manager, a copy of the approved leave of absence will be given to the Employee involved.
- D. Extensions of the leave of absence may be granted at the sole discretion of the Employer, upon written request by the Employee within ten (10) calendar days prior to the expiration of the leave of absence. Extensions, when granted, shall not total more than thirty (30) days.

SECTION 11.8 GENERAL PROVISIONS

Seniority shall accumulate during the period of any approved leave of absence subject to the provisions of this Agreement.

SECTION 11.9 BEREAVEMENT

If it is necessary for an employee to lose time from work because of death in the immediate family, the employee shall be entitled to three (3) days paid leave of absence at his or her straight-time rate of pay. If a death in the immediate family occurs among a member of the immediate family who resided out-of-state, the employee shall be entitled to five (5) days paid leave of absence at the employee's straight-time rate of pay.

Immediate Family. This is defined to mean an employee's father, mother, spouse, sister, brother, children (including legally adopted children and/or stepchildren), father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparents, and grandchildren.

The Employer may require proof of the death for which an employee requests a paid leave.

SECTION 11.10 JURY DUTY

If an employee is called for jury duty, upon written notice that the employee has served, the Employer shall reimburse employee for each day served, less all fees collected for serving, at a regular rate of base pay.

This will be pro-rated for all part-time employees. Transportation fees to employees are not to be counted as jury duty pay. If any employee is called as a witness to a crime on the facility, then he shall be compensated for all time lost.

Employee must inform the Company immediately in writing upon receiving a notice to report for jury service. The Employer reserves the right to request an exemption.

SECTION 11.11 ABSENTEEISM FROM DUTY

An employee must call in to the appropriate supervisor two (2) hours prior to the start of the scheduled shift. In the event an emergency prevents an employee from reporting to work and notifying the office prior to the scheduled shift, an employee must contact the appropriate Supervisor as soon as possible and explain the failure to report for duty. Explanations are subject to verification. Unverified and unexcused absences from duty will result in disciplinary action.

Doyon-Akal Joint Venture, considers that an employee has resigned their position voluntarily (voluntary separation) if the employee is absent from duty due to "no call/no show" more than 2 consecutive days or 5 days in a contract year.

ARTICLE 12

HEALTH, WELFARE AND UNIFORM ALLOWANCES

SECTION 12.1 PAYMENTS

For the term of this Agreement, the Employer will provide Medical Coverage for all employees who work at least thirty two (32) hours per week to include their legal dependents. Employees will be responsible for current co-pays.

Medical Plan: Aetna U.S. Healthcare (HMO)
Dental Plan: Prudential Healthcare Dental
Supplement Hospital Plan; America Heritage Life

Participation by Employees in the Company's Health and Welfare ("H&W") Plans shall be in accordance with the terms of those Plans as they presently exist and as they may be amended by the Employer from time to time. The H&W Plans currently include medical insurance and dental insurance.

The Union shall have the option, at its discretion, to request modifications to the design of the Company's H&W Plans, and shall also have the option to substitute its own H&W Plans for the Company's H&W Plans. Any such requested changes to the Company's H&W Plans, and any such substitution of Plans, shall be negotiated between the Company and the Union.

The parties further agree that starting in calendar year 2012, Employees may be required to make contributions to the H&W Plans. If such contributions are required, they will begin no earlier than 60 days' notice to Employees, and will be done on a pre-tax basis in accordance with IRS regulations.

For the life of this Agreement, the Employer will make health and welfare payments on all hours worked up to forty (40) hours per week, and up to a total of 2080 hours per contract year, as described in Appendix A.

SECTION 12.2 OTHER BENEFITS

The Employer will offer Employees the opportunity to participate in other available Employee paid fringe benefit programs made available to all Detention Officers employed by the Company. These programs may include cafeteria plans, payroll deduction plans, retirement plans, insurance plans, 401(k) plans, and any other plan mentioned in this Agreement.

SECTION 12.3 UNIFORM AND UNIFORM MAINTENANCE

Uniforms shall be supplied where required by the Employer. Members shall return all the uniforms issued to them upon separation or eighty percent (80%) replacement cost for uniform items and one hundred percent (100%) or replacement cost of equipment.

The Employer will pay the Employee an allowance for each hour worked, up to 40 hours per week, for uniform maintenance as described in Appendix A.

ARTICLE 13

MISCELLANEOUS PROVISIONS

SECTION 13.1 BULLETIN BOARDS

The provision of these facilities is the prerogative of the U.S. Government, who owns and controls all worksite facilities.

A. The Union shall provide an appropriate bulletin board exclusively for the use of the Union for the posting of non-controversial notices, such as:

1. Notices of Union recreational and social affairs;
2. Notices of Union elections;
3. Notices of Union appointments and results of Union elections;
4. Notices of Union meetings;
5. Union updates of negotiations.

B. There shall be no other postings on the Union's bulletin board by the Union, by employees or by the Company, of advertising or of any political matters.

C. Employer has no say in the use of the Union's bulletin board, except in order to maintain proper decorum or when directed by the government.

SECTION 13.2 PHYSICAL EXAMINATIONS

The Employer may require, as a condition of initial and continued employment, that applicants and employees submit to physical examinations including Physical Agility and endurance tests, to determine fitness for duty. Such examinations may include laboratory tests to detect the presence of alcohol or illicit drugs. Such laboratory tests may be administered before the commencement of work, after layoffs or leaves of absence in excess of thirty (30) calendar days, after on-the-job accidents, and upon reasonable suspicion of drug or alcohol use or impairment. The Employer may also require employees to undergo such laboratory tests on an annual basis. When required, such annual examinations will be given within fifteen (15) days of an employee's anniversary date. The Employer shall bear the cost of the initial and of the annual physical examination. Personal leave, with the permission of the supervisor, may be used for taking client-required re-examinations. For such re-examinations, employee shall make every attempt to use insurance coverage by Employer or otherwise owned by employee. Other than through insurance, Employer shall not cover the costs of client-required re-examinations.

SECTION 13.3 TRAVEL EXPENSES

The Company will provide advance payments for Company authorized and approved travel expenses if requested by an Employee. Any workday that includes travel and totals over twelve (12) hours may

require the Employee to stay overnight, and the appropriate per diem will be paid. All hours in travel up to a maximum of eight (8) per day will be counted as work hours, with the appropriate overtime wages provided for under this Agreement. Employees will be reimbursed for all authorized expenditures of any authorized travel within twenty (20) days from the day Employer receives the properly completed travel voucher and all required receipts.

SECTION 13.4 BREAK ROOMS

The Employer will make its best effort to obtain from the U.S. Government break rooms for DOs for breaks and lunch, without management using the room as an office, and will make its best prerogative of the U.S. Government effort to have the U.S. Government equip the room with water. The providing of these facilities is the prerogative of the U.S. Government.

SECTION 13.5 LOCKERS

The Employer will make its best effort to obtain lockers from the U.S. Government for the use of the DOs. The providing of these facilities is the prerogative of the U.S. Government.

SECTION 13.6 UNION MEETINGS

Neither Union officials nor Union members shall, during working time (excluding break and lunch periods), solicit membership, receive applications, hold meetings of any kind for the transaction of Union business, or conduct any Union activity other than the handling of grievances as described in this Agreement. No Employee may leave their post without permission from the Employer under any circumstances, unless there is appropriate Government permission granted. No Employee may be at the worksite at any time unless on duty at that time.

SECTION 13.7 VISITATION

It is agreed that the Union representative shall have access to the various buildings under Immigration and Customs Enforcement ("ICE") Krome Service Processing Center, Miami during working hours, to ascertain whether the Agreement is being properly observed, providing there is a minimum interruption of normal course of the operation at the various buildings under Immigration and Customs Enforcement (ICE) Krome Service Processing Center, Miami and all regulations of the Government are complied with. It is mutually understood that the Employer has no control over who can visit the site. This control is solely with "ICE" Krome Service Processing Center, Miami.

ARTICLE 14

401(k) PLAN

The Company shall provide a 401(k) plan to which Detention Officers are eligible to contribute, whether Union or Non-Union. At the direction of the individual Employee, the Company will deposit the pension payments to the Employee's 401(k) account. Employees shall be subject to the eligibility requirements and rules of the Plan. Participation by Employees in the 401(k) Plan shall be in accordance with the terms of the 401(k) Plan as it presently exists, and as it may be amended by the Employer from time to time.

The Union shall have the option, at its discretion, to substitute its own 401(k) Plan for the Company's 401(k) Plan in which case the Company will deposit the pension payments exclusively to the Union's 401(k) Plan.

ARTICLE 15

SAFETY

SECTION 15.1 SAFETY POLICY

It is the policy of the Company to make its best efforts to provide Employees with places and conditions of employment that are free from or protected against occupational safety and health hazards. Under this Agreement, all worksites and facilities are the property of the U.S. Government, who is responsible for the condition and safety of the worksite. The Company agrees to permit one (1) bargaining unit member selected by the Union to participate in any locally scheduled safety meetings.

SECTION 15.2 OSHA STANDARDS

The Company will report any safety violations observed or reported to the Company in any U.S. Government-provided DO workstation or break room.

ARTICLE 16

CONTINUITY OF OPERATIONS

A. **No Strike-No Lockout Provision.** It is the intention of the parties to adjust any and all claims, disputes, or grievances arising hereunder by resort to the procedures provided in this Agreement, and it is therefore agreed that during the life of this Agreement, there shall be no cessation of work, whether by strike, walkout, lockout, sick-out, picketing, or other interference with or curtailment of production of any kind, including sympathy strikes.

B. **Strike Lines.** During the life of this Agreement, a refusal by an employee or employees to cross a strike line at the employees' regular place of employment, established by the Union or established by any other labor organization or established by any other group, shall constitute a violation of Section A of this Article.

The Union agrees as part of the consideration of this Agreement that it will, within twelve (12) hours, take steps to end any work stoppages, strikes, intentional slowdown, picketing, or suspension of work, and shall notify its members by telephone, newspaper and Employer and Union bulletin boards of such violation of this Agreement and shall instruct its membership to return to work immediately.

The Union agrees that it will not assist employees participating in such work stoppage, strikes, intentional slowdowns, picketing, or suspension of work against whatever

disciplinary action the Employer may take and that such disciplinary action shall not be subject to the regular Grievance Procedure or to this Agreement.

ARTICLE 17

SEPARABILITY OF CONTRACT

In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through U.S. Government regulations or decree, such parties hereto agree to renegotiate such provision or provisions of this Agreement for the purpose of making them conform to the decree or U.S. Government statutes, so long as they shall remain legally effective. It is the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

Should any part of this Agreement or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by a decree of any court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof. Remaining parts or provisions shall remain in full force and effect.

ARTICLE 18

ENTIRE AGREEMENT

The parties acknowledge that during the negotiation which resulted in the Agreement, the unlimited right and opportunity to make demands and proposals with respect to any or matter not removed by law from the area of collective bargaining, and all understand agreements reach by the parties are set forth in this Agreement. Therefore, the Company and the Union shall not be obligated to bargain collectively on any matter pertaining to conditions of employment, including but not limited to, rates of pay, wages, hours of work, disciplinary actions, training requirements, etc., during the term of this Agreement, except as specifically provided for in other provisions of this Agreement.

ARTICLE 19

DURATION

This Agreement shall be effective from August 1, 2011 through July 31, 2014 and supersedes any and all prior agreements or understandings between the parties.

Appendix A

WAGE SCHEDULE

Listed below are the Wages and Benefits effective for the employees at the Krome Detention Center in Miami, Florida

a) Base Wages

Current:

Detention Supervisors:
Officer and Detention Captain:
Health & Welfare Allowance:
Pension:
Uniform Allowance:

(b)(4)

Effective August 1, 2011:

Detention Supervisors:
Officer and Detention Captain:
Health & Welfare Allowance:
Pension:
Uniform Allowance:

(b)(4)

Effective August 1, 2012:

Detention Supervisors:
Officer and Detention Captain:
Health & Welfare Allowance:
Pension:
Uniform Allowance:

(b)(4)

Effective August 1, 2013:

Detention Supervisors:
Officer and Detention Captain:
Health & Welfare Allowance:
Pension:
Uniform Allowance:

(b)(4)

**A shift differential of four percent (4%) of the employee's regular hourly rate shall be paid for all hours worked between 2 P.M. and 10 P.M. A shift differential of six percent (6%) of the employee's regular hourly rate shall be paid for all hours worked between 10 P.M. and 6 A.M.*

FOR: National Union of Security Officers and Guards

~~Gerard Jones~~
President

Date

6/24/11

FOR: ~~Doyon Akal JV~~

~~Matt Cottle~~ Shawn Barrows
~~Human Resources Manager~~ Vice President
Doyon Security Services

Date

06/29/11

FOR: Akal Security, Inc.

~~Sean Engeln~~
Labor Relations Manager

Date

6/29/11

1802049.2

Collective Bargaining Agreement

Between

DOYON – AKAL JV

and the

INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
LOCAL UNION NO. 769

Effective June 1, 2011
Through May 31, 2014

PREAMBLE

THIS AGREEMENT (the "Agreement") is entered into by and between Doyon-Akal JV, hereinafter referred to as the "Employer" or "Company," and the International Brotherhood of Teamsters, Local Union No. 769 (hereinafter referred to as the "Union")

STATEMENT OF PRINCIPLES

WHEREAS, it is the desire of the Parties to enter into a collective agreement for the purpose of maintaining harmonious and peaceful labor conditions and establishing methods for a fair and peaceful adjustment of disputes that may arise between the parties; and

WHEREAS, the Parties mutually pledge that they will cooperate with each other in good faith in the enforcement of the terms of this Agreement so as to secure uninterrupted operation of the business of the Employer in rendering service to the Government and continuous employment of the employees and general stabilization; and

WHEREAS, the Union and the Employer recognize that all Employees in the bargaining unit are professional and deserving of the highest respect. Accordingly, the Employees, the Union and the Employer will work together to honor the principles of respect and dignity for all employees, both union and non-union. Further, the Parties agree that the continued success of the Employer's business and performance of its Government contracts is dependent upon our mutual respect for one another's work;

NOW, THEREFORE, it is agreed as follows:

ARTICLE 1

GENERAL PROVISIONS

SECTION 1.1 RECOGNITION AND SCOPE OF BARGAINING UNIT

The Company recognizes the Union as the sole and exclusive bargaining representative for the purpose of collective bargaining as defined in the National Labor Relations Act of all employees in the classifications set forth in Appendix A, attached hereto, employed by the Employer at the Krome Service Processing Center (the "Facility" or "SPC") in Miami, Florida, excluding all other employees, office clericals, guards, and supervisors as defined in the Act. This Agreement shall be binding upon both parties, their successors and assigns.

Management will not perform productive work assigned to and performed by employees in classifications listed in this Agreement in Appendix A, except as follows:

- (1) Work, which, historically, has been performed as a part of a management function.
- (2) Work required to protect life or property.
- (3) Work lasting one (1) hour or less in duration which calls for immediate action to avoid interruption of any of the Company's operations.
- (4) Training.

The work referred to in subparagraphs (2), (3), and (4) above shall be turned over to the appropriate bargaining unit employees in the classifications listed in this Agreement as soon as they can be made available.

The Company agrees that no employees covered by this Agreement will be interfered with, restrained, coerced or discriminated against by the Company, its officers or agents, because of membership in or lawful activity on behalf of the Union.

SECTION 1.2 BARGAINING OBLIGATIONS

The parties acknowledge that, during the negotiation which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining; that all such subjects were discussed and negotiated upon; and that the Agreement contained herein was arrived at after the free exercise of such rights and opportunities. Therefore, the Company and the Union shall not be obligated to bargain collectively on any matter pertaining to conditions of employment, including but not limited to, rates of pay, wages, hours of work, disciplinary actions, training requirements, etc., during the term of this Agreement, except as specifically provided for in other provisions of this Agreement and except for any conditions of employment that were in effect prior to the time of the signing of this Agreement that may have been inadvertently not disclosed in good faith during bargaining. Also, nothing above shall preclude the parties from negotiating written amendments to this Agreement, should unanticipated circumstances arise.

SECTION 1.3 NEGOTIATING COMMITTEE

The Company agrees to recognize a Negotiating Committee composed of up to two members and one alternate selected by the Union to represent the Employees in collective bargaining negotiations.

SECTION 1.4 CLASSIFICATIONS

See Appendix A

SECTION 1.5 PROBATIONARY EMPLOYEES

Each newly hired Employee shall be considered a probationary Employee of the Company during their first sixty (60) calendar days of employment, during which they may be discharged without regard to cause and without recourse to the grievance procedures of this Agreement. Probationary employees, may, however, grieve pay issues under the Agreement. Upon completion of the probationary period, the new Employee shall be considered a regular Employee and shall accrue seniority from the date of hire. Employees may not be placed on probation as a disciplinary measure or as part of a disciplinary action. Any discharges after probation must be with *just cause*.

SECTION 1.6 INTENT OF PARTIES

The Union and the Company agree to work sincerely and wholeheartedly to the end that the provisions of this Agreement will be applied and interpreted fairly, conscientiously, and in the best interest of efficient kitchen operations. The Union and the Company agree to use their best efforts to cause the Bargaining Unit Employees, individually and collectively, to perform and render loyal and efficient work and services on behalf of the Company. Neither the Company, nor the Union, nor their representatives, nor their members will intimidate, coerce, or discriminate in any manner against any person in its employ by reason of his/her membership and activity or non-membership or non-activity in the Union.

SECTION 1.7 MANAGEMENT'S RETAINED RIGHTS

- A. Management of the business and direction of the work force are exclusively the right of management. These rights include the right to:
1. Hire;
 2. Assign work;
 3. Promote, Demote;
 4. Discharge, discipline, and/or suspend for *just cause*;

5. Require Employees to observe *reasonable* Company rules and regulations;
 6. Determine when overtime shall be worked;
 7. Determine the qualifications of an Employee to perform work.
- B. Any of the rights, power or authority the Company had prior to the signing of this Agreement are retained by the Company, except those specifically abridged or modified by this Agreement and any supplemental Agreements that may hereafter be made. The Company's failure to exercise any function reserved to it shall not be deemed a waiver of any such rights.

SECTION 1.8 ANTI-DISCRIMINATION

The Employer and the Union agree to make it a matter of record in this Agreement that the provisions of this Agreement will apply equally to all Employees and are not intended to and shall not be applied to violate any local, Florida or federal law. The Company and the Union recognize that the objective of providing equal employment opportunities for all people is consistent with Company and Union philosophy, and the parties agree to work sincerely and wholeheartedly toward the accomplishment of this objective.

ARTICLE 2

SENIORITY

SECTION 2.1 SENIORITY DEFINED

Seniority shall be defined as the length of continuous service with the Company, its predecessors and successors for which an employee receives credit in any classification covered by this Agreement, including full time, part-time and on-call.

Seniority shall commence on the day the employee enters pay status with the Company in a classification covered by this Agreement.

Seniority shall be the determining factor when bidding for vacation, permanent and temporary vacancies which exceed 30 days, holiday assignments, shift and days off, reductions in force and recall.

New employees shall establish seniority retroactive to date of employment.

Effective on or after the date hereof, the relative seniority of employees hired on the same date shall be determined by the last four (4) digits of the employee's Social Security Number. The employee with the highest last four (4) digits shall be deemed the senior. The Union shall be so advised.

SECTION 2.2 SENIORITY LISTS

The Company shall prepare and maintain lists of its employees according to their seniority dates as required by this Agreement. Lists shall be divided in seniority groupings of similar work and the Company shall furnish updated copies, on a semi-annual basis (January and July) to the business agent. The rights of employees under this Article shall be determined in accordance with their relative position on the appropriate seniority list.

Seniority rosters shall show employee's name, seniority ranking number, job classification, and date of entry into service.

SECTION 2.3 LOSS OF SENIORITY

An employee shall lose his/her seniority rights for the following reasons:

- 1) He/she provides a written statement of his intent to voluntarily quit;
- 2) He/she is discharged for just cause;
- 3) He/she is laid off continually for a period of one year;
- 4) He/she fails to report within fifteen (15) days after receipt of recall notice, unless a satisfactory reason is given therefore. It shall be the responsibility of each employee to keep the Company advised of his current mailing address.
- 5) Employee has failed to express his or her intent to return to work, and/or does not return to work in accordance with the requirements in this Article;
- 6) Employee fails to report to work for three (3) consecutively scheduled days without notifying the company, except in case of circumstances beyond his or her control with valid documentation;
- 7) Employee transfers out of the bargaining unit, except as provided in this article;
- 8) Employee becomes ineligible for employment because the Government removes their clearance.

SECTION 2.4 PERSONAL DATA

Employees, both working and in a laid-off status, shall notify the Employer in writing, on the company provided form, of their proper mailing address and telephone number or of any change of name, address, or telephone number. The Company shall be entitled to rely upon the last known address in the Employer's official records.

SECTION 2.5 TRANSFER OUT OF UNIT

Any Bargaining Unit Employee who is promoted to a non-bargaining unit position for more than thirty (30) days shall lose their Union seniority.

SECTION 2.6 UNION REPRESENTATION

The Company will recognize the appointment of stewards by the Local Union. Such appointments will be confirmed to the Company, in writing. Employees so appointed will maintain their designation until relieved in writing by the Local Union or transferred to a work unit outside of the scope of their appointment.

The Union may, upon written request to the Company, designate one (1) shop steward per shift. Notwithstanding their position on the seniority list, the steward(s) so appointed shall be continued at work as long as there is sufficient work for which they are qualified under this Agreement at the base at which they are employed.

Any employee member of the Union acting in any official capacity whatsoever shall not be discriminated against for his acts as the representative of the Union so long as such acts do not interfere with the conduct of Company business, nor shall there be any discrimination against any employee because of Union membership activities.

The Company agrees that a local union representative can enter the Company's premises, with appropriate DHS/I.C.E. clearance and approval, during working hours for the purpose of adjusting disputes and/or observing working conditions. When an International Union Representative, Local Union President, or designee wishes to enter the premises, a request will be made to the appropriate Company official to attempt to obtain DHS/I.C.E. clearance and approval.

In addition, if an International Union Representative, Local Union President, or designee desires to confer with a steward(s), the time of such meeting will set by mutual agreement between the Union and the Company.

Union representatives granted access to the Company's premises shall not interfere with the normal work duties of employees and/or the Company's operations.

The Union shall be notified of all hearings to be held in accordance with Article 4 in which it is not a participant and shall have the right to participate in such hearings.

The Union agrees that the stewards will work at their regular jobs at all times except when they are relieved to attend to the business of the Grievance Procedure as outlined in this Agreement. Aggrieved employees will be paid their regular rate of pay in the conduct of Company Union business during scheduled working hours.

The Union will notify the Company in writing of the names of the current stewards, and of any changes.

SECTION 2.7 DUES CHECK OFF

- A.** The Company agrees to deduct dues as designated by the Union on a monthly basis from the paycheck of each member of the Union. These deductions will be made only upon written authorization from the Employee on a form provided by the Union. The Employee, upon written notice served upon the Union, may revoke such authorization as provided in the Employee Check-Off Authorization Card. It is understood that such deductions will be made only so long as the Company may legally do so. The Company will be advised in writing, by the Union, as to the dollar amount of the Union membership dues, initiation fees and assessments.
- B.** The Company will remit all such deductions to the Financial Secretary/Treasurer monthly, no later than the fifteenth (15th) day of the month. The Union agrees to furnish the Company with the current routing number for direct deposit. The Company shall furnish the Financial Secretary/Treasurer with a deduction list, setting forth the name and amount of dues with each remittance. The Union agrees to hold the Company harmless from any action or actions growing out of these deductions initiated by an Employee against the Company, and assumes full responsibility of the dispositions of the funds so deducted, once they are paid over to the Union. Errors made by the Company in the deduction or remittance of monies shall not be considered by the Union as a violation of this provision, providing such errors are unintentional and corrected when brought to the Company's attention.

ARTICLE 3

JOB OPPORTUNITIES

SECTION 3.1 FILLING VACANCIES

Vacancies within the bargaining unit shall be posted and filled in accordance with this Article.

Permanent vacancies within all classifications, with its pertaining shift and days off, will first be offered, in seniority order, among those already holding the particular classification to be filled. Temporary vacancies of thirty (30) working days or more will be offered, in seniority order.

When the Company determines that a vacancy exists within a classification, a Notice of Vacancy shall be posted for a period of seven (7) working days. Interested employees, within the classification, should sign the Notice indicating his/her desire to be awarded the position. Award of the vacancy will be granted to the most senior qualified person on the Notice.

When a vacancy occurs within a higher classification, those currently holding the classification shall be first offered the shift and days off of the vacancy. The remaining shift and days off shall be processed in the same manner as above.

Employees awarded a promotional vacancy shall serve a thirty (30) day probationary period and the Company will provide full cooperation and training.

Employees who fail to meet the standards of the position within the probationary period shall be returned to their original position, unless a more senior qualified employee has exercised his/her rights to that position. In such case, the returning employee shall displace the most junior employee. Employees failing to qualify will be given the reason(s) for such disqualification, in writing.

SECTION 3.2 LAYOFF AND RECALL

For purposes of this Agreement, the term "layoff" means a reduction in the number of employees in a given occupational title on a shift in a work unit due to lack of work in such occupational title. In the event of a layoff, the displacement rights of employees affected are those set forth in this procedure.

The primary factor in a layoff is the employee's seniority within a given occupational title. It is the intention of the layoff procedure to offer continued employment in his/her occupational title to the employee with greater seniority.

For purpose of displacing less senior employees, there is a presumption (except as to security clearance), in favor of the employee's ability to perform the work of his occupational title, and of other occupational titles.

When a layoff occurs, it shall be governed by the following procedure:

The appropriate number of junior employees in each classification will receive layoff notices.

After the layoff notices have been received, those employees who have seniority in a lower classification will be given an opportunity to bump the least senior employee in another classification if the bumping employee is qualified for work in that classification at the time of the layoff.

After all seniority rights have been exercised, the Company will publish the new seniority groups and their manpower requirements. Reassignment of the new Manpower requirements shall be in seniority order within the work units.

The Company will provide the Union office with a list of those employees who are actually laid off.

If an employee does not have sufficient seniority to displace another employee as outlined above, he/she shall be laid off, and shall have recall rights to previously held job(s) in which he/she has previously been employed or other job classifications for which the employee is qualified subject to the employee re-obtaining security clearance. At the time of layoff, the employee affected will be required to complete recall forms for those jobs so desired.

A laid off employee shall be paid for accrued, unused vacation under Article 11.

In no event shall the work of the laid off position(s) be absorbed by employees in another Union or by Management employees.

Notice Requirement

Employees to be laid off due to a reduction in force will receive a letter of layoff notifying them of their layoff. An employee exercising displacement rights will make a displacement decision within three (3) workdays of receiving a layoff notice. An employee being displaced will receive displacement notice in writing. Only the employee actually laid off due to a reduction in force shall be entitled to a total of two (2) weeks' notice of the layoff, with pay in lieu thereof, unless the Government provides the Company with less than two weeks' notice of the reduction in work in which case the Company will provide the employee with notice within twenty four (24) hours of the Company's receipt of such notice from the Government. Such notice period shall run concurrently with a letter of abolishment or the date of displacement.

In order to qualify for displacement rights, any employees exercising or about to exercise displacement rights as outlined above must meet the minimum specifications of the job at the time of the requested displacement in order to be offered the position.

In the event of an increase in the number of people in an occupational title within a seniority group such vacancies will be filled by recalling qualified employees who have been laid off from the work unit.

Employees may waive their rights to return to active service on positions of less than ninety (90) workdays' duration by filing written notice with the Project Manager and the Union.

Such notice will not invalidate his/her recall under this Article 3 of this Agreement.

ARTICLE 4

GRIEVANCE PROCEDURE

SECTION 4.1 INTENT

For purposes of this Agreement, a grievance shall mean a claimed violation, misinterpretation, or misapplication of any provision of this Agreement, or the challenge of any disciplinary action taken against a Union Employee, except that this grievance procedure shall not be used for any action or order of removal of an Employee from working under the contract by the U.S. Government, or revocation of required clearances by the U.S. Government. In addition, the grievance procedures outlined herein shall not apply to any situation where the company is acting under express directives of the U.S. Government or the State of Florida.

SECTION 4.2 GENERAL PROVISIONS

- A. The number of days outlined in Section 4.3 in the processing and presentation of grievances shall establish the maximum time allowed for the presentation and processing of a grievance. The term "days," whenever used in this Article, shall not include Saturdays, Sundays or holidays.

- B. Provisions of the Essence. The time limitations set forth in this Article are deemed of the essence to this Agreement. Should the Company, the Union, or the aggrieved employee fail to comply with the time limits as set forth in this Article, the party who failed to comply with the time limits shall forfeit the grievance (If the Union fails to comply with the time limits the grievance shall be deemed denied and if the Company fails to comply with the time limits the grievance shall be deemed sustained). Time limits may be extended only by mutual written agreement of both parties (e-mail correspondence accepted).

SECTION 4.3 GRIEVANCE PROCEDURE

All grievances shall be presented and processed in accordance with the following procedures:

- A. Informal Step - The parties shall make their best efforts to first attempt to resolve any dispute on an informal basis. Both the Company and the Union agree that the Employee should attempt to first discuss their complaint with their immediate supervisor (not in the bargaining unit) or Project Manager, within five (5) days of the occurrence of the incident or reasonable knowledge of the occurrence of the incident or issuance of the disciplinary action being grieved, to start the informal procedure.
- B. Step One – Regardless of whether the informal procedure has been invoked, if the matter is not resolved informally, the Employee or the Union shall, not later than ten (10) days after the occurrence of the facts giving rise to the grievance, set forth the facts in writing and specifying the Article of this Agreement allegedly violated. The grievance shall be signed by the aggrieved Employee and by the union representative, and shall be submitted to the Project Manager or designee with a copy to the Company's HR Manager. The Project Manager will sign and date the written grievance to indicate and confirm receipt, which shall be deemed to be the date of the Company's receipt. The Project Manager or designee shall have ten (10) days from the date of the Company's receipt of the written grievance to submit a decision in writing with a copy to the aggrieved Employee and the union steward.
- C. Step Two - If the grievance is not settled in Step One, the grievance may be appealed in writing to the Company's Human Resources Manager or designee not later than ten (10) days from the date of the submission of the Project Manager's written denial. The Human Resources Manager or designee will have ten (10) days from the date the written appeal was received by the Human Resources Manager to return a decision, in writing, with a copy to the aggrieved Employee and the union representative.
- D. Grievance for Discipline - Any grievance involving discharge or other discipline may be commenced at Step One of this procedure.
- E. Grievances settled at any Step shall not be precedent-setting.
- F. Company Grievance - In the case of grievances submitted by the Company, the grievance may be submitted directly to a designated representative of the Union by the Company's

Project Manager. Such grievance must be submitted within ten (10) calendar days of the occurrence of the events or conduct giving rise to the grievance, or within ten (10) days of when the Company should reasonably have had knowledge of the occurrence of such events or conduct. The Union will respond in writing within ten (10) calendar days. If the matter is not settled, the Company may submit the matter to final and binding arbitration under Section 4.4 of this Agreement. In order to submit the matter to arbitration, the Company must serve written notice on the Union of its desire to arbitrate within ten (10) days of its receipt of the Union's written response or, if there is no timely written response by the Union, then within 28 calendar days of the Company's submission of the grievance.

SECTION 4.4 ARBITRATION PROCEDURE

- A. Grievances processed in accordance with the requirements of Section 4.3 that remain unsettled may be processed to arbitration by the Union, giving the Company's Director of Human Resources written notice of its desire to proceed to arbitration not later than ten (10) days after rejection of the grievance in Step Two. Grievances which have been processed in accordance with the requirements of Section 4.3 which remain unsettled shall be processed in accordance with the following procedures and limitations:
- B. Selection of an Arbitrator - Within fifteen (15) days of receipt of either party's written notice to proceed with arbitration, the Company and the Union or their designee will meet telephonically to jointly attempt to agree upon the selection of a neutral arbitrator. If, within fifteen (15) days, the parties fail to agree upon the selection of an arbitrator, the party requesting arbitration will request the Federal Mediation and Conciliation Service (FMCS) to supply a list of seven (7) arbitrators. An arbitrator will be selected from the list supplied by the FMCS by parties alternately striking from the list until one (1) name remains, and this individual shall be the arbitrator to hear the grievance.
- C. Following the parties' selection of an arbitrator, and before proceeding to the arbitration hearing, the parties shall attempt in good faith to attempt to settle the matter.
- D. Decision of the Arbitrator - The arbitrator shall commence the hearing at the earliest possible date following the parties' notification to him or her of their desire to schedule a hearing. The decision of the arbitrator shall be final and binding upon the parties to the Agreement. Any decision shall be complied with, without undue delay after the decision is rendered. It is understood and agreed between the parties that the arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement.
- E. Arbitration Expense - The arbitrator's fees and expenses, including the cost of any hearing room, shall be shared equally between the Company and the Union. Each party to the arbitration will be responsible for its own expenses and compensation incurred bringing any of its witnesses or other participants to the arbitration. Either party may engage the services of a court reporter for the purpose of making a record of the hearing that will be used as the official transcript of the arbitration proceedings. If a court reporter is used, the court reporter's fee and the costs of the transcript copies shall be borne by the

requesting party. Any other expenses of the arbitration shall be borne by the party incurring such expenses.

- F. Time Limits - The decision of the arbitrator shall be rendered as soon as possible after the dispute has been submitted to him/her.

SECTION 4.5 CLASS ACTION

The Union shall have the right to file a group grievance (class action).

SECTION 4.6 INDIVIDUAL GRIEVANCES

No individual may move or otherwise process any grievance to arbitration on their own behalf without the Union's active written participation as their representative.

ARTICLE 5

DISCIPLINE

SECTION 5.1 DISCHARGES

The Company shall have the right to discharge, discipline, and/or suspend Employees for just cause. Any Employee whose security clearance is not renewed or is revoked by the controlling governmental agency shall be discharged without recourse to grievance or arbitration procedures. The Company will provide the Union a copy of the written request for removal, which the Employer receives from the government, when an Employee's Security Clearance is revoked.

SECTION 5.2 GROUNDS FOR DISCIPLINE AND DISMISSAL

- A. After completion of the probationary period, as specified in Section 1.5, no Employee shall be dismissed or suspended without just cause. Just cause shall include any action or order of removal of an employee from working under the contract by the U.S. Government or revocation of required clearance by the U.S. Government. The "final decision" on the employee's removal shall be determined by the Government, and the Employer shall be held harmless by the Union and the employee for any further claims made after this final determination. This provision is not intended to limit or prohibit the rights of any party to seek relief from other parties.
- B. The Company's contract with the U.S. Government sets out performance standards and contract requirements for Employees and all Employees are required to comply with these standards. Failure to do so may lead to disciplinary action. Employees agree to comply with any non-disciplinary directive issued by the US Government.
- C. The Company may discipline Employees when necessary and discharge those who fail to uphold U.S. Government or Company standards as described in 5.2 (a) above. It is recognized by parties to this Agreement that progressive discipline generally shall be

applied in dealing with Employees. However, it is also recognized that offenses may occur for which progressive discipline is not applicable (e.g. fraud, gross misconduct, theft, etc.). Disciplinary measures vary depending on the seriousness of the matter and the past record of the Employee. Failure to comply with any investigation procedures will result in dismissal.

D. Employees are expected to follow established standards. Employees may be counseled to improve in areas that the Employer feels need to be improved. Serious infractions that may result in immediate termination, include, but are not limited to, the following:

1. Violation of Company or U.S. Government security regulations (notice of regulations and camp rules to be provided to employees upon employment and when updated or changed by the Government).
2. Stealing or dishonesty.
3. Drug or alcohol possession or use on the job.
4. Possession of weapons on the job.
5. Violence or threat of violence.
6. Serious disregard for safety practices and rules.
7. Serious misuse of company property or materials.
8. Serious infraction of client relationship.
9. Serious excessive absences or tardiness.
10. Gross insubordination.
11. Notification from the Government of a rescission of employee's security clearance.
12. Falsification of records.
13. Refusal to take or failure to pass a drug test authorized by law, Executive Order or Articles 13 and 20 of this Agreement.

Termination or suspension of an employee will be in accordance with the disciplinary process and approved by an official of the Company. For purposes of this Agreement revocation of an employee's security clearance by the U.S. Government is conclusively presumed to be just cause for termination.

In all cases involving the discharge or suspension of an employee, the Company must

immediately notify the employee, in writing, of his discharge or suspension. Such written notice shall also be given to the shop steward and a copy mailed to the local Union office within one (1) workday from the time of discharge or suspension.

It is understood that the Company has the right to discipline or discharge an employee within fifteen (15) days after the Company learns an action has occurred which has established just and sufficient cause provided however that where Company is engaged in a legitimate internal investigation into the circumstances surrounding a potential discipline or discharge, the Company shall so notify the Union of the fact of the investigation in which case this provision shall be tolled until the conclusion of the investigation or for thirty (30) days, whichever occurs first, unless the time period is extended by mutual agreement of the parties, which agreement shall not be unreasonably denied. Upon conclusion of an investigation, the Company shall have fifteen (15) days to initiate any discipline or discharge action.

An employee upon discharge or resignation must be paid, in full for all wages owed him-by the employer-including earned and accrued vacation and sick pay, if any, within seven (7) days from the date of discharge or resignation or as required by applicable state law.

A discharged or suspended employee must advise the local Union, in writing, within five (5) working days after receiving notification of such action against him, of the employee's desire to appeal the discharge or suspension. Notice of appeal from discharge or suspension must be made to the Employer, in writing, within ten (10) days from the date of discharge or suspension.

The disciplinary process may, but is not required to be, as follows:

- Verbal counseling
- Written warning
- Suspension without pay
- Termination

All warnings will be documented and placed within the employee's file. The Company will dismiss discipline resulting in a three (3) day suspension or less after a period of one (1) year has passed, except where the employee has been given a final warning or the employee has engaged in repeated conduct in violation of Company policies during that one (1) year period.

ARTICLE 6

HOURS OF WORK AND OVERTIME

SECTION 6.1 WORKDAY AND WORKWEEK

Shifts shall be scheduled at the discretion of the Employer and shall be bid in accordance with Article 7, Sections 7.4 and 7.5 of this Agreement to fulfill the needs of the U.S. Government.

SECTION 6.2 OVERTIME

Overtime compensation shall be computed on the basis of actual overtime worked to the nearest quarter (1/4) hour period and no overtime work shall be required, proffered, or permitted except by direction of supervisory personnel of the Company, except in cases of emergency where prior authority cannot be obtained.

Time and one-half the regular hourly rate shall be paid (1) for all work performed at Company request on an employee's regular day off; (2) after forty (40) hours of straight-time work in an employee's work week; and (3) on the sixth (6th) day worked in an employee's work week. Double time (2x) for all hours worked shall be paid on an employee's seventh (7th) consecutive work day.

Overtime rates shall be paid for not less than four (4) hours to any employee called back for duty not continuous with his/her regular working hours. Overtime rates shall be paid for not less than two (2) hours to any employee scheduled or called into work prior to and continuous with his/her regular workday.

Meal periods shall not be computed for purposes of overtime compensation.

The principles of equal distribution and advance notice of overtime will be applied as far as practicable. Employees who regularly perform the work involved in the required overtime will be given an opportunity to work the overtime before any other assignment of overtime is made.

If overtime is refused by an employee on the work unit overtime or on the secondary overtime roster, then the junior employee, within the same classification, on the work unit overtime roster will be assigned.

For overtime scheduling purposes, employees will be considered to be on vacation from completion of their last regular tour of duty prior to the scheduled vacation period until reporting for the first regular tour of duty following the vacation period.

Employees will not be required to absorb overtime by taking time off.

The Company will make every reasonable effort, consistent with its operating requirements, to give affected employees two (2) hours' notice-of overtime work assignments.

For the purpose of maintaining health and safety, employees will not normally be permitted to work in excess of twelve (12) hours per day.

ARTICLE 7

WAGES, WORK SHIFTS AND PAYMENT POLICIES

SECTION 7.1 REPORTING PAY

In the event an Employee reports to work for their shift or upon being called in to work, without having been notified not to report, and work is not available, the Employee shall be paid four (4) hours reporting pay at their regular rate of pay. Acts of God and failure of equipment beyond the Contractor's control shall nullify the Contractor's requirement to pay such reporting pay.

SECTION 7.2 PAYDAY

Payday for all hourly Employees will be on Friday following the two (2) week pay period ending on Saturday, subject to change by mutual agreement.

SECTION 7.3 UNDISPUTED ERROR

In case of an undisputed error on the part of the company as to an Employee's rate of pay, proper adjustment will be made within seventy-two (72) hours after the error has been brought in written form to the Company's attention.

SECTION 7.4 SHIFT BIDDING, HOURS OF WORK, & SENIORITY

At least once each year, all Employees at each location may bid for shift schedules in the order of seniority by classification.

SECTION 7.5 WORKING WEEK AND SHIFT SCHEDULING

The workweek shall consist of five (5) consecutive days within any consecutive seven (7) day period. For the purpose of establishing a standard pay period, the week shall start at 12:00 a.m. Sunday and end 12:00 a.m. on the following Saturday

The workday shall consist of a twenty-four (24) hour period beginning at 12:00 midnight, and regular days' work shall consist of eight (8) consecutive hours, exclusive of meal periods.

Meal periods shall be thirty (30) minutes on all shifts except as set forth below or when varied by agreement between the parties. Two rest periods of fifteen (15) minutes each shall be permitted during the workday.

The employees in the following job classifications and/or assigned shifts shall be allowed (but are not required to take) a sixty (60) minute meal period.

Job Classification

Shift

Food Service

All Shifts

The Company retains the exclusive right to set the hours and schedules of work, including the number, amount and timing for work shifts. The Company may revise or reschedule work shifts at any time subject to the terms of this Article set forth below.

Within 5 business days from the ratification of this agreement, and at least once a year thereafter, the employer shall post work schedules for all job classifications identified in Attachment A to this agreement. Where the work schedule in any job classification contains different shifts or non-standard work weeks (i.e. weekend shifts) all work schedules in each classification shall be bid for by employees on a seniority basis.

Once work schedules are selected by the employees on the basis of seniority, those shifts shall be permanently assigned provided however that all personnel may be subject to having shifts temporarily changed to the staffing needs of employer. Once the shifts are assigned, the Union shall be furnished a copy of the shift schedule. If there is a need for shifts to be temporarily changed, the Union shall be e-mailed of the temporary change. Employees may not trade or change shifts or work days without prior written approval of the Project Manager.

If at any time during the term of this Agreement the Company makes changes as required by the U.S. Government to the work schedule of any job classification, the new work schedule must be re-bid on a seniority basis prior to implementation by the Company. The Company shall make all reasonable efforts to provide employees with as much notice as possible of any anticipated work schedule or shift change but in no case shall such notice be less than two (2) weeks.

All work job schedules shall be posted by employer on the Company bulletin board and specify names, days off, beginning and off-duty hours.

Vacation and holiday seniority:

Vacations and holiday schedules shall be developed for each classification based on seniority. Employees may not cross classifications for either vacation or holiday schedules.

The company shall seek volunteers to work on the covered holidays, should insufficient numbers of employees fail to volunteer within a classification the company shall assign employees to the schedule in inverse order of seniority.

ARTICLE 8

HEALTH AND WELFARE

Beginning August 1, 2011, the company will pay \$4.08 per hour up to 40 hours per week to each eligible employee as cash in lieu of benefits for health and welfare insurance in their bi-weekly payroll.

Beginning August 1, 2012, the company will pay \$4.33 per hour up to 40 hours per week to each eligible employee as cash in lieu of benefits for health and welfare insurance in their bi-weekly payroll.

Beginning August 1, 2013, the company will pay \$4.58 per hour up to 40 hours per week to each eligible employee as cash in lieu of benefits for health and welfare insurance in their bi-weekly payroll.

See Appendix A.

ARTICLE 9

401(K) PLAN

The Employer will participate in the Teamsters-401k Plan. The employees may contribute up to twenty-five percent (25%) of their gross wages and the Employer will match employee contributions up to 4% of gross wages.

ARTICLE 10

HOLIDAYS

SECTION 10.1 HOLIDAYS DEFINED

The following holidays with pay shall be granted:

New Year's Day
Martin Luther King's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Christmas Day

Employees who have at least forty (40) actual days worked since hire or rehire shall be granted two (2) floating holidays each fiscal year. Floating holidays must be used during the fiscal year in which they are earned and cannot be carried over from one (1) fiscal year to another. If an eligible employee does not use that employees floating holidays in the fiscal year in which they are earned that employee shall receive two (2) extra days of holiday pay (8 hours of straight time pay for each day) in the first paycheck of the following fiscal year. Floating holidays may be liquidated in conjunction with a vacation period and may be requested at the time of the annual vacation selection under Article 10. Request to liquidate the Floating Holiday other than in conjunction with a vacation period as specified above may be granted based on the requirements of the service and be processed in the same manner as vacation selection.

The holidays listed above, affected by the Federal Monday Holiday Act, will be celebrated in accordance with the date specified thereby. If a holiday falls within the employee's paid vacation period, the employee will receive eight (8) hours of holiday pay instead of vacation pay and will

not have a vacation day deducted from the employees accrued vacation bank. Where a holiday falls on an employee's scheduled day off, the employee will be paid holiday pay for that day.

Where the Krome Service Processing Center is closed by the order of the U.S. Government, an Act of Congress of the United States or by proclamation of the President of the United States, and Employer is paid for its employees' time for that day, all employees who are unable to work due to the facilities closure will be paid eight (8) hours of straight time for the day of missed work. Employees who are required to work on such a day, are only entitled to be paid for actual hours worked. Any employee who works less than eight hours on such a day shall be paid for eight (8) hours of straight time.

Holidays shall be paid at eight (8) hours for each holiday.

Any employee required to work eight (8) hours or more on Thanksgiving or Christmas Day shall be entitled to receive hardship pay of two and one half (2 1/2) times the employees regular rate as full compensation for such holiday worked. If an employee is called in to work on Thanksgiving or Christmas Day for less than eight (8) hours, he shall be paid one and one-half (1-1/2) times his hourly rate for each hour worked with a minimum of four (4) hours in addition to eight (8) hours straight time pay for the holiday.

Where regularly scheduled shifts commence between 10:00 p.m. but prior to 12:00 midnight, the shift commencing on the holiday eve shall be considered as the holiday for the purpose of determining the day to be observed.

ARTICLE 11

VACATIONS

SECTION 11.1 VACATION ALLOWANCE

Vacation will be scheduled in accordance with manpower and staffing needs. The Company however, will afford those employees who have earned more than two (2) weeks vacation the opportunity to take two (2) consecutive weeks vacation one (1) time per vacation year. Only one (1) person from each group classification can take the two (2) consecutive weeks vacation at a time. All other vacation time shall be taken at one (1) week intervals or less.

Single day vacations will be submitted to the project manager and approval will not unreasonably be denied. Requests and approval will be on a first-come first-served basis.

Effective with the first pay period after ratification of the Agreement, employees shall accrue vacation leave as described below. Employees on the active payroll and in a pay status shall be entitled to a vacation leave credit based on their length of service. An employee is in pay status when he performs compensable work or receives paid leave during a pay period. An employee who is receiving workers compensation benefits will not be considered in pay status, for purposes of earning vacation leave.

Beginning length of service up to 5th anniversary:

.0384 x hours paid up to 40 hours per week = a maximum of 2 weeks per employment year.

5th anniversary up to 10th anniversary:

.0576 x hours paid up to 40 hours per week = a maximum of 3 weeks per employment year.

10th anniversary up to 15th anniversary:

.0769 x hours paid up to 40 hours per week = a maximum of 4 weeks per employment year.

15th anniversary or more:

.0962 x hours paid up to 40 hours per week = a maximum of 5 weeks per employment year.

Vacation starts accruing upon date of hire and is amount accrued is available for use after the sixty (60) day probationary period is completed.

Length of service includes the whole span of continuous service with the Company, predecessors and successors, as provided for in the Service Contract Act, as amended.

Time spent on Military leave of absence shall be considered length of service for the purposes of employee eligibility for vacation.

Vacation periods shall be available for selection from November 1st to December 15th of each year for vacation to be liquidated and used in the next year (i.e. 11/1 to 12/15/11 selection for vacation to be used in 2012). The company will post the awarded vacations for the following year by December 30th. Vacations will be awarded by seniority. Any open vacation time shall be awarded on a first come first serve basis.

Once a vacation has been granted, it will not be changed without the mutual consent of the employee and the Company.

Unused vacation time shall be paid out in the last pay period of the employee's anniversary year.

Upon termination, for any reason, employee will be paid for all unused and accrued vacation.

ARTICLE 12

LEAVES OF ABSENCE

SECTION 12.1 SICK LEAVE

Effective with the first pay period after ratification of this Agreement, employees shall accrue sick leave as described below.

Employees on the active payroll and in a pay status shall be entitled to a sick leave credit up to six (6) days accrued per year on hours paid. An employee is in pay status when he performs compensable work or receives paid leave during such pay period. An employee who is receiving workers compensation benefits will not be considered in pay status, for purposes of earning sick leave credit.

Use of Sick Leave

It is obligation of every employee to prevent abuse of sick leave pay benefits. The parties acknowledge that the company may discipline employees who abuse sick leave.

Payment of sick leave shall be at the employee's regular straight time base rate not to exceed a maximum of eight (8) hours pay for anyone (1) day.

Sick leave shall be granted under the following conditions:

- (a) Illness of the employee
- (b) Illness in the immediate family (as defined in Death in the Family)
- (c) Medical or dental appointments. Employees agree to seek to arrange medical or dental appointments so as to avoid absence from work when reasonable/practical.

Upon termination, for any reason, employee will be paid for all unused and accrued sick leave.

Report Requirements for Use of Sick Leave: An employee who is absent on a regularly scheduled work day shall be required to follow the procedures set forth below:

The employee must notify the Operations Manager or Project Manager within four (4) hours of the scheduled start of the regular shift unless extenuating circumstances prevent such notice. The notice must state the reason for the absence and the anticipated date of return to work.

In the event the employee is unable to return to work on the anticipated date, he shall provide notification prior to the scheduled return day and provide a revised estimated return to duty date.

Employees missing three (3) consecutive days of work dues to an illness or injury which is not work related will be required to return with a verifiable medical release stating that the employed involved is eligible to return to work.

SECTION 12.2 MEDICAL LEAVE

- A. The Family and Medical Leave Act of 1993 (FMLA) is incorporated herein. Employees who have completed at least twelve (12) months of service with the Company and who have worked at least 1,250 hours in the preceding twelve (12) months are eligible for leave under the Company's Family and Medical Leave Policy as set forth in the Doyon-Akal JV Detention Center Services Officer Employee Handbook.
- B. The Company agrees to honor the FMLA for all eligible Employees.
- C. During medical leave, the Employee shall be required to furnish a report from the doctor when requested periodically by the Employer. Upon the expiration of said leave, the Employee shall furnish the Employer with a statement, signed by the doctor, which establishes the fitness of the Employee to return to the Employee's previously held work. Any Employee who is not able to return to work with a medical clearance from a licensed physician at the end of a maximum medical leave shall be terminated from Employment.
- D. If the Employee files for medical leave on false pretext or works for another employer without pre-authorization from the company, the Employee will be removed from employment with Employer.

SECTION 12.3 MILITARY LEAVE

An Employee of the Company who is activated or drafted into any branch of the armed forces of the United States under the provisions of the Selective Service Act or the Reserve Forces Act shall be granted an unpaid military leave of absence, as required under the federal law, for the time spent in full-time active duty. The period of such leave shall be determined in accordance with applicable federal laws in effect at the time of such leave.

SECTION 12.4 UNION LEAVE

The Employer agrees to grant necessary time off, limited to a combined total of two (2) weeks for all employees during each year of this Agreement, without discrimination and without pay, to an employee designated by the Union to attend a Labor Convention, Steward Seminar, Union Meetings, Grievance Hearings, and/or Executive Board Meetings, provided that a seven (7) day advance written notice of the intention of such designated employee to be absent shall be given by the Union to the Employer. The notice shall specify the length of requested time off. The Union agrees that such time off request shall not be exercised to the detriment or disruption of the operation of the business. Employees shall continue to accumulate seniority while taking such authorized time off for Union business.

SECTION 12.5 PROCESSING UNPAID LEAVES OF ABSENCE

- A. The Employer will consider requests for unpaid leaves of absence and may grant them at its sole discretion. An unpaid leave of absence must be processed in the following manner: (The term "days" whenever used in this Section shall not include Saturdays, Sundays or holidays).
- B. All requests for unpaid leaves of absence shall be submitted in writing to Project Manager or designee at least ten (10) days prior to the date the leave will take effect, except in cases of verified personal emergencies, and include:
 - 1. The reasons for such leave;
 - 2. The effective dates of such leave;
 - 3. The estimated date of return to work.
- C. The Company will respond to the request within seven (7) days.
- D. The written request for leave of absence shall be submitted to the Project Manager for final approval. If the request for the leave of absence is approved by the Project Manager, a copy of the approved leave of absence will be given to the Employee involved.
- E. Extensions of the leave of absence may be granted at the sole discretion of the Employer, upon written request by the Employee within ten (10) days prior to the expiration of the leave of absence. Extensions, when granted, shall not total more than thirty (30) days.

SECTION 12.6 JURY SERVICE

Employees will be reimbursed for up to six (6) eight (8) hour days per year for any loss of income during their otherwise regularly scheduled workweek for time spent on jury service.

Said reimbursement shall be offset by any jury fees received by the Employee which must be submitted to the Company. Employees must inform their supervisor immediately upon receiving a notice to report for jury service. The Company reserves the right to request an exemption when the Company determines that the Employee's absence would create a hardship.

SECTION 12.7 BEREAVEMENT LEAVE

- A. If it is necessary for an Employee to lose time from work because of a death in the immediate family, the Employee shall be entitled to up to three (3) days paid leave of absence at his or her straight-time rate of pay. Two (2) additional paid days will be granted if the employee is required to travel outside the State of Florida to attend the funeral, memorial service or to assist with bereavement details.
- B. The immediate family is defined as the Employee's father, mother, current step parent, spouse, current mother-in-law or father-in-law, sister, brother, children (including legally adopted children and current stepchildren), son-in-law, daughter-in-law, grandparents,

grandchildren, spousal grandparents, and (if living in the employee's home) foster children.

- C. The Company may require proof of the death and/or travel for which an Employee requests a paid leave.

SECTION 12.8 ABSENTEEISM FROM DUTY

- A. When an employee fails to report for duty or to notify the appropriate supervisor four (4) hours prior to the start of the scheduled shift, it is considered a "no call/no show". In the event extenuating circumstances prevent an employee from reporting to work and notifying the office prior to the scheduled shift, an employee must contact the appropriate supervisor as soon as possible and explain the failure to report for duty. Explanations are subject to verification. Unverified and unexcused absences from duty will result in disciplinary action.
- B. Doyon - Akal JV considers that an employee has resigned their position voluntarily (voluntary separation) if the employee is absent from duty due to "no call/no show" more than three (3) consecutive shifts, absent extenuating circumstances.

ARTICLE 13

MISCELLANEOUS PROVISIONS

SECTION 13.1 MEDICAL EXAMINATIONS

The Company may require, as a condition of initial and continued employment, that applicants and Employees submit to medical examinations to determine fitness for duty. Such examinations may include laboratory tests to detect the presence of alcohol or illicit drugs. The medical examinations may be administered before the commencement of work as part of the hiring process, after layoffs or leaves of absence in excess of thirty (30) calendar days, after on-the-job accidents and upon reasonable suspicion of drug or alcohol use or impairment. The Company may also require Employees to undergo such medical tests on an annual basis or as determined by governmental directive. The Company shall bear the cost of any such medical examination. If an Employee should test positive for the presence of illicit drugs, the Company may terminate the Employee.

SECTION 13.2 BULLETIN BOARD

- A. The Company shall provide an appropriate bulletin board exclusively for the use of the Union for the posting of non-controversial notices, such as:
 - 1. Notices of Union recreational and social affairs;
 - 2. Notice of Union elections;
 - 3. Notices of Union appointment and results of Union elections;
 - 4. Notices of Union meetings.
 - 5. Notices of other official Union business.

- B. There shall be no postings on the Union bulletin board of advertising or political matters not pertaining to Union affairs.

ARTICLE 14

SAFETY

SECTION 14.1 SAFETY POLICY

It is the policy of the Company to make its best efforts to provide Employees with places and conditions of employment that are free from or protected against occupational safety and health hazards. Under this Agreement, all worksites and facilities are the property of the U.S. Government, who is responsible for the condition and safety of the worksite.

Before the end of each shift, employees shall be allowed five (5) minutes wash up time immediately preceding the end of shift.

The Company and the Union shall establish a joint employee/company safety committee; the Union may designate a representative on such a committee.

The Company will provide, at its expense, inoculations to all employees under this Agreement whose work assignments require inoculations.

An employee hereunder who, during regular working hours, is excused to be treated by a Company physician or nurse will suffer no loss in pay for the remainder of that shift.

The Union shall have the right to confer with management on sanitary and safety conditions.

SECTION 14.2 OSHA STANDARDS

The Company will report any safety violations observed or reported to the Company in any U.S. Government-provided workstation or break room.

ARTICLE 15

CONTINUITY OF OPERATIONS

SECTION 15.1 NO STRIKES

- A. Both the Company and the Union agree that continuity of operations is of utmost importance to the Company's kitchen operations. Therefore, so long as this Agreement is in effect, the Union and the Company agree that there will be no strikes, lockouts, work stoppages, illegal picket lines, slowdowns, or secondary boycotts during the term of this Agreement.

- B. Upon hearing of an unauthorized strike, slowdown, stoppage of work, planned inefficiency, or any curtailment of work or restriction or interference with the operation of the Employer, the Union shall take affirmative action to avert or bring such activity to prompt termination.

SECTION 15.2 LOCKOUTS

During the life of this Agreement, the Employer shall not lockout any Employees covered in this Agreement.

ARTICLE 16

SEPARABILITY OF CONTRACT

Should any part of this Agreement or any provisions herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by decree of any court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof. Remaining parts or provisions shall remain in full force and effect.

In the event any provision of this Agreement becomes invalid due to the foregoing, the parties agree to meet immediately solely to attempt to negotiate replacement provisions for such invalid provisions within the limits of the law. If the parties are unable to agree upon such replacement provisions within a period of thirty (30) days after commencing negotiations on the matter, either party may request that the matter be submitted to the Federal Mediation and Conciliation Service ("FMCS") for non-binding mediation in order to attempt to resolve the matter.

ARTICLE 17

MACHINES, EQUIPMENT AND SUPPLIES

Specialized equipment, tools, or materials furnished by the Company necessary for the employee to perform prescribed duties shall be issued to employees on a tool custody sheet.

Employees will exercise proper care in the use of such specialized equipment, tools, or materials.

ARTICLE 18

CLOTHING ALLOWANCE

The Employer will provide or make available the following apparel and equipment to the employees:

- A) Five (5) sets of uniforms annually, to be retained by the employee. Replacement of said uniforms will be done when rendered unsuitable through normal wear and tear or

accidental damage of the uniform. If no longer suitable as work uniform, company name and logo will be removed.

- B) Employees will be provided with \$75.00 annual for the purchase of appropriate rubber soled safety shoes.

ARTICLE 19

TRANSFER OF COMPANY TITLE OR INTERESTS

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns, in the event an entire operation or any part thereof is sold, leased transferred or taken over by sale, transfer lease assignment, receivership or bankruptcy proceedings, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof. This Article understands that the parties hereto shall not use any leasing devise to a third party to evade this contract. The employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc. of the operation covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the Union no later than the effective date of sale. This section shall not apply to a sale of inventory or the premises.

ARTICLE 20

ALCOHOL, DRUGS AND FIREARMS

No illegal or unauthorized drugs, related paraphernalia, intoxicating beverages or person under the influence of drugs, stimulants or alcohol are allowed on company owned or operated premises, work location or within company or contract vehicles. Possession of firearms and other weapons are also prohibited.

Illegal drugs include marijuana and other controlled substances not prescribed by a licensed physician for use by the person possessing and/or ingesting them.

Unauthorized drugs include prescribed drugs brought on the premises without prior notification to the company where an employee's use of the prescribed drugs may adversely affect performance or behavior. All employees must undergo pre-employment drug screening, annual random drug testing as well as being subject to "reasonable suspicions" testing as set forth in Article 13.

Any employee violating this Article will be subject to disciplinary action up to and including termination.

The Government must be notified of all positive drug tests which will result in the employee's security clearance automatically being cancelled. Cancellation of security clearance will result in immediate termination.

ARTICLE 21

MISCELLANEOUS

Employees covered by this Agreement shall be governed by the Company rules, regulations, and orders issued by the properly designated authorities of the Company which are not in conflict with the terms and conditions of this Agreement, and no new Company rules, regulations, or orders will be considered effective until such new rules, regulations, or orders have been conspicuously posted in the working areas at least one (1) week prior to the effective date.

In the event there is any conflict between the provisions of this Agreement and Company policy applicable to employees covered by this Agreement, the provisions of this Agreement shall apply.

Employees shall be notified of all U.S. Government rules and regulations as well as camp rules for Krome Service Processing Center as soon as practicable and any changes to or new rules and regulations shall be effective immediately upon notice to the employee. The Company will, where not prohibited by security rules, provide all employees with written copies of the new or changed rule or regulation. If Company or Government security rules prohibit the written distribution of the new or changed rule or regulation, employees shall be provided oral notice and verify in writing that they have been provided notice of and understand the new or changed rule or regulation on a form developed for that purpose which shall be maintained by Company as part of its corporate records.

Appearance of the masculine pronoun throughout this Agreement does not imply discriminatory practices on the part of the Company or the Union and shall apply equally to all female employees.

An employee shall have access to and the right to inspection of his/her personnel record in the presence of a Company representative during normal business hours.

The Union Business Representative, or designee, may review personnel records related to any specific discipline or discharge grievance. Such review will be made subject to the written permission of the employee involved and in the presence of designated representative.

The nature of the Company's business requires that uniformed and/or non-uniformed employees present an acceptable appearance. Hair, clothing, makeup, and accessories should neatly and reasonably conform to standards appropriate to the working environment. The Company will not take administrative action unless the employee has been advised previously that his or her appearance is inappropriate.

The Union will provide a printed copy of this Agreement to current employees upon request within a reasonable time subsequent to notification of ratification by the Union.

Newly hired employees shall be provided a copy of this Agreement by the Company on his or her first day worked.

Appendix A WAGE AND BENEFIT SCHEDULE

Listed below are the Wages and Benefits for the Food Service Workers and Cooks at the Krome Service Processing Center.

Current (as of Effective Date)

Food Service Worker	\$ (b)(4)
Cook I	\$
Cook II	\$
Health & Welfare	\$

Effective August 1, 2011

Food Service Worker	\$ (b)(4)
Cook I	\$
Cook II	\$
Health & Welfare	\$

Effective August 1, 2012

Food Service Worker	\$ (b)(4)
Cook I	\$
Cook II	\$
Health & Welfare	\$

Effective August 1, 2013

Food Service Worker	\$ (b)(4)
Cook I	\$
Cook II	\$
Health & Welfare	\$

FOREWORD

I am very pleased to bring you the ***Office of Detention & Removal Operations (DRO), Vehicle Management Handbook***. This handbook establishes vehicle management policy for DRO and provides policy, guidance, and procedures for the administration, management, and operation of DRO motor vehicles. Critical and essential procedures are deliberately detailed to help ensure adherence to fleet management requirements. For other non-critical/non-essential procedures, the need for management to accommodate local requirements is recognized, and therefore, are much broader to provide local management autonomy and decision-making.

This handbook implements and supplements those portions of the *Federal Property Management Regulations (FPMR)* which pertain to fleet management. It incorporates relevant regulations of control agencies such as the Office of Management and Budget (OMB), the General Accounting Office (GAO), the General Services Administration (GSA), and the U.S. Department of Treasury. The material in this handbook is based on existing laws, Executive Orders, mandatory regulations of control agencies, and DRO policies and procedures.

This handbook is available on the U.S. Immigration and Customs Enforcement DRO Logistics and Fleet Management website.

Periodic updates will be added to this handbook as new fleet management principles and policies are implemented.

The safe, cost-effective, and energy efficient use of each motor vehicle is the responsibility of all involved in their use. I ask you, as a DRO employee, to vigorously carry out the policies herein and to promote improvements in the use of motor vehicles. With the current budget, economy, and energy trends calling for greater conservation, let this be the beginning of a safe, effective, and efficient streamlined DRO Vehicle Management Program.

David J. Venturella
Acting Director
Office of Detention & Removal Operations

PREFACE

UTILIZATION OF DETENTION AND REMOVAL OPERATIONS (DRO) FLEET VEHICLES

- A. Motor vehicles shall be obtained and utilized only to the extent required for the efficient and effective transaction of official business, including law enforcement duties and responsibilities.
1. Outside of normal working hours, DRO fleet vehicles shall only be issued to those DRO employees who must routinely conduct official business or routinely respond to duty calls during evenings / weekends, and/or away from the field office (e.g., Field Office Directors (FODs), Deputy Field Office Directors (DFODs), Fugitive Operation (FUGOPS) Team members, Criminal Alien Program (CAP) Team members, or Violent Criminal Alien Section (VCAS) Team members, etc.)
 2. Those DRO employees who are currently authorized or may be authorized to take or house a DRO fleet vehicle at their place of residence must be required to routinely utilize the vehicle outside of normal business hours, or be available for emergency response to ICE Detention Facilities, Law Enforcement Agencies requesting assistance with fugitive or removable criminal aliens who might otherwise be released, or to other locations as required to respond to emergent operational matters.
 3. FODs may issue a vehicle for those intermittent occasions or situations (duty officer) in which the vehicle may be needed outside of normal business hours (Call-Outs).
 4. FODs are to terminate authorizations for those DRO employees currently authorized "take home" cars who are not required to routinely utilize those vehicles outside of normal business hours.
(Note: Beginning a shift early and/or ending a shift late does not constitute a need for authorization for issuance of a government vehicle.)
- B. Each field office shall operate and maintain only the minimum number and types of vehicles necessary to meet that office's legitimate transportation requirement.
1. FODs are to notify the Headquarters (HQ) Fleet, Inventory, and Communications Unit (FICU) when their area of responsibility (AOR) has sufficient vehicles.
 2. FODs are to notify HQ FICU when a vehicle is determined to no longer be serviceable and needs to be replaced. This report should indicate reason; i.e. damage, mechanical, age, mileage, etc. and the program to which it is funded, FUGOPS, CAP, etc.
 3. Employees and supervisors who are entrusted with DRO fleet vehicles are responsible for their proper use and care.

4. All motor vehicles shall use either GSA/DHS issued license plates or license plates issued by an appropriate state-licensing agency.

C. Procedures

1. Annual motor vehicle reports are to be prepared, submitted, and kept on file by the FOD and/or his/her designee. These reports are to be available upon request by the HQ Fleet Management Section.
2. Employees authorized Home-to-Work (HTW) will maintain the HTW Transportation Log (form 177) in compliance with HTW use of vehicles outlined in chapter 4 of this manual. Upon submission of the logs, the FOD will evaluate each authorized user to determine if the vehicle is routinely used outside of normal business hours and whether the authorization should continue. These logs shall be made available upon request by HQ FICU.

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CHAPTER 1

GENERAL INFORMATION

A. PURPOSE

The purpose of this Vehicle Management Handbook is to establish uniform policies and procedures for the administration, management, and operation of motor vehicles under the control of the Office of Detention & Removal (DRO). It also:

1. Defines roles and responsibilities for DRO employees providing oversight to vehicle resources; and
2. Establishes uniform recordkeeping and accountability requirements to manage the vehicle fleet and defines procedures for determining vehicle authorization and allocation levels.

B. SCOPE

This handbook applies to all DRO organizations, and personnel who operate or manage DRO motor vehicles, whether acquired by purchase, forfeiture/retention, donation, borrowing, interagency loan, exchange/sale, General Services Administration (GSA) Interagency Fleet Management System (IFMS), or commercial rental or lease. Motor vehicles are defined as any motorized unit authorized to transport or draw persons or property on a highway such as sedans, station wagons, trucks, motor homes, etc.

A current copy of this handbook should be retained and reviewed by every DRO manager and employee responsible for DRO vehicles. It establishes minimum requirements for the use of DRO vehicles. DRO managers may establish additional requirements as long as the additional requirements do not conflict with the policy and procedures established in this handbook and regulatory or statutory requirements for the management of government-owned vehicles. Additional requirements must be reviewed and approved by the Headquarters Fleet, Inventory, and Communications Unit (FICU).

This handbook does not apply when employees are reimbursed for the use of privately-owned vehicles (POV) for official business mileage, travel, or vehicles rented under travel orders. It also does not apply to contract employees driving contractor-owned vehicles or seized and forfeited vehicles under the authority of the Office of Field Operations, unless the vehicle has been formally approved for retention by DRO.

C. BACKGROUND

The DRO FICU is responsible for the administration, management, and efficient operation of the DRO vehicle fleet. Committed to excellence, FICU has developed policies and procedures for the acquisition, allocation, maintenance, and operation of DRO vehicles to ensure an effective and efficient fleet program. The current emphasis is on cost reduction initiatives and promoting and maximizing the efficiency and effectiveness of the DRO vehicle program.

D. AUTHORITY

1. Parts 101-34, 101-38, 101-46, 101-48, of the Code of Federal Regulations (CFR) Title 41, Federal Property Management Regulation.
2. Department of Homeland Security Management Directive 0510, dated March 01, 2003.

E. REFERENCES

1. General Accounting Office handbook on Accounting Principles and Standards for Federal Agencies (Title II).
2. ICE Personal Property Management Handbook.
3. Property Information Management System (SUNFLOWER).
4. Occupational Safety and Health Program handbook.
5. ICE Home to Work Policy.

CHAPTER 2

RESPONSIBILITIES

This chapter outlines the relationships and defines the responsibilities of organizations and DRO personnel with respect to the administration, management, and operation of motor vehicles under the control of DRO. The safe and efficient use of DRO motor vehicles depends on the performance of and interrelationship between several organizations and personnel. These relationships will determine the effectiveness of the DRO Vehicle Management Program and complement responsibilities listed in the Personal Property Management Handbook.

A. HQ Mission Support Division (MSD)

MSD is responsible for the overall development and implementation of administrative and accounting procedures, budget guidelines, and financial control systems including the development of quality assurance and internal control systems.

B. HQ Fleet, Inventory, and Communications Unit (FICU)

The FICU is responsible for providing oversight for the administration, management, and efficient operation of the DRO vehicle fleet. This includes, but is not limited to:

1. Developing policies and procedures to ensure full accountability and accurate financial reporting of the DRO vehicle fleet. This effort includes policies and procedures for the acquisition, allocation, maintenance, operation, and disposal of DRO vehicles.
2. Providing training and technical assistance as needed to enable DRO organizations and personnel to adequately perform fleet and property management duties.
3. Ensuring DRO organizations maintain complete and accurate reporting records in accordance with applicable laws and regulations.
4. Ensuring the annual physical inventory of accountable personal property is completed in a timely and accurate manner, and that subsidiary property management records are properly adjusted.
5. Coordinating vehicle purchases and deliveries with the Shared Service Provider, Customs & Border Protection (CBP) and Federal Prison Industries (UNICOR), and other sources.
6. Allocating centralized general vehicle funds based on established policies and monitoring/allocating exchange/sale proceeds from vehicle sales.

7. Reviewing and compiling all requests for the acquisition of vehicles to ensure vehicles meet DRO efficiency and effectiveness standards.
8. Establishing and facilitating a Vehicle Working Group (VWG) to address current issues and concerns relating to DRO vehicle management and design.
9. Conducting quality assistance and compliance reviews to ensure compliance with established fleet management policies and procedures.
10. Controlling and issuing of DHS vehicle License Plates and U.S. government National Fleet Credit Cards.
11. Monitoring and acting upon manufacturer issued safety and warranty recalls, notices or other bulletins that are applicable to manufacturer makes and models contained within the DRO fleet inventory.

C. Vehicle Working Group (VWG)

The VWG is comprised of representatives from the Office of Field Operations, Field Support Staff and other HQ Management. The VWG will meet at least annually and is responsible for addressing ongoing fleet management issues and concerns. Coordination of meetings is the responsibility of the FICU. A VWG representative's responsibilities include, but are not limited to:

1. Providing HQ Management input for developing new and innovative vehicle designs to enhance the DRO mission, including vehicle types, retrofit components, deployment and operation of DRO vehicles.
2. Serving as liaison between the Field Office and HQ Management in fleet issues by representing collective concerns and issues on vehicle operation and effectiveness.
3. Performing periodic reviews of vehicle usage to ensure effectiveness to the mission.

D. Accountable Property Officer (APO)

The APO is the Field Office Director (FOD). The APOs are responsible for the implementation and management of the Fleet Management Program within their respective AORs as outlined in this handbook. This responsibility includes, but is not limited to:

1. Ensuring compliance with current fleet management policies, procedures, regulations, and internal controls established by the DRO Fleet Manager and referenced in this handbook.

2. Reviewing vehicle-to-employee ratios annually to ensure compliance and determining the number of vehicles assigned to each location. Implementing steps to redistribute vehicle assets if required.
3. Providing HQ Management a certified list of DHS Vehicle License Plates on an annual basis.
4. Reviewing and approving any requests for HTW authorization.
5. Ensuring Field Offices maintain files on DRO approved HTW authorizations.
6. Appointing a representative to the VWG.
7. Appointing a representative(s) as the Vehicle Custodial Officer(s) (VCO).
8. Ensuring VCOs and VWG representatives perform their duties as described in this handbook.

E. Vehicle Custodial Officers (VCO)

DRO Field Offices have a Primary VCO who is appointed by the FOD or DFOD. These offices may have varying numbers of "back-up" or secondary VCOs due to the size of a Field Office's fleet, number of sub-offices, or the geography of the AOR. The Primary VCO (henceforth VCO) oversees the particular Field Office's vehicle fleet (within his or her AOR) to ensure it is accounted for and properly maintained as outlined in this handbook. This responsibility includes, but is not limited to:

1. Coordinating with the local Property Custodian (PC) to ensure vehicle inventory accountability and accuracy of data in both the SUNFLOWER property system and the Vehicle Management Information System (VMIS).
2. Ensuring all vehicle acquisitions are reviewed and approved by the FOD or his or her designee prior to further processing for acceptance.
3. Serving as liaison between the Field Office and HQ Management in conducting normal day-to-day operations and assisting in disseminating Management Directives, ICE Policy, DRO Policies, Procedures and Field Office Guidelines governing DRO Vehicles.
4. Ensuring vehicles are properly maintained.
5. Monitoring the number of vehicles on hand to help ensure his/her AOR does not exceed authorized allocation levels as determined by the approved vehicle-to-employee ratios.

6. Creating and maintaining vehicle records and files for each vehicle, and ensuring vehicle maintenance is recorded and operational cost information is accounted for in the Vehicle Management Information System (VMIS).
7. Coordinating the receipt and delivery of new vehicles.
8. Complying with disposal procedures for vehicles designated as dead-lined or replaced.

F. DRO Employees or Authorized Contractor Operating DRO Vehicles

When vehicles are assigned to, or operated by DRO employees or authorized contractors, their responsibilities include, but are not limited to:

1. Operating vehicles in accordance with applicable federal, state, and local laws, regulations, and the requirements of this handbook.
2. Possessing a valid state, territory, commonwealth, or District of Columbia motor vehicle operator's permit or license for the type of vehicle being operated while driving the vehicle (the license must be from the state in which the employee resides).
3. Complying with Federal, GSA, Department of Homeland Security, and DRO policies and/or directives on accident reporting, HTW transportation, manufacturer's manuals, and instructions on the operation and maintenance of DRO-owned or leased vehicles.
4. Using the government National Fleet Credit Card to purchase authorized supplies and services for official use from approved sources, and immediately notifying the VCO/OPC in the event that a government National Fleet Credit Card is lost or stolen.
5. Ensuring reasonable measures are taken to protect the vehicle and its contents from theft or damage when not occupied.
6. Ensuring vehicle operators and occupants refrain from using tobacco products in government vehicles.
7. Ensuring a visual inspection of a vehicle is performed prior to each daily operation. Mechanical and/or safety deficiencies shall be brought to the VCO's attention immediately for correction.
8. Ensuring that the vehicle's interior and exterior maintains a clean and neat appearance at all times.

CHAPTER 3

OFFICIAL USE OF VEHICLES

This chapter outlines the various aspects of operating a DRO motor vehicle and applies to all DRO employees and contractors operating DRO-owned or leased vehicles.

A. Official Travel

A DRO vehicle will be used for official travel in accordance with current travel regulations. The use of the vehicle during travel is limited to official purposes, which include transportation between the work site and places of temporary lodging when public transportation is not available or use is impractical; and between either of the above places and suitable eating places and similar places necessary for the subsistence, comfort, or health of the employee to foster the continued performance of government business.

B. Official Use Limitations

The following highlights are taken from ICE Directive, Use of ICE Vehicles

1. Vehicles are not to be used for HTW transportation unless a request for authority has been approved by the FOD.
2. Vehicles are not to be operated by any person who has consumed alcohol. Alcoholic beverages shall not be transported in a DRO vehicle.
3. Vehicles are not to be driven without supervisory approval.
4. Vehicles are not to be used for transporting other than Federal or contract employees, except informants, witnesses, and other persons whose presence is necessary for the success of the DRO mission and whose transportation is performed during the course of DRO mission.
5. Vehicles are not to be used for HTW transportation of other DRO employees who are themselves not authorized for HTW use, except in circumstances where personal emergencies, inclement weather, or overtime work has made other modes of transportation impractical or unsafe.
6. Vehicles are not to be used for the transporting of other government employees, including DRO employees, for social purposes not related to government business. This includes unofficial lunch, dinner, and parties, except functions designated in writing by the Director or principal field officer as official liaison functions which specifically list the individuals.

7. Managers and supervisors are reminded that all employees must avoid even the appearance of using government vehicles for reasons of personal convenience and pleasure.
8. The penalty for willful misuse of a government vehicle is a suspension of at least 30 days and such willful misuse may result in removal. Title 31 U.S.C. 14.349(b) does not permit management to impose a penalty of less than 30 days suspension, even for the first offense. These procedures and penalties shall be strictly enforced. Any misuse of government vehicles by an employee is to be brought to the attention of the Office of Professional Responsibility (OPR).

C. Use of Vehicles by Contract Personnel

The use of DRO-provided vehicles by government contractors is allowed only if specifically addressed in the contract provisions. The contract shall define any limitations on the use of a government-provided vehicle, including liability in case of an accident. Disputes about the use of a vehicle by a government contractor will be resolved by the Contracting Officer.

DRO Vehicles assigned to contract personnel will be tracked in SUNFLOWER and VMIS, regardless of value or acquisition method. The Contracting Officer's Technical Representative (COTR) is the responsible official for DRO vehicles used by contractors. All Policies and Procedures outline in the ICE Personal Property handbook apply.

D. Operating Motor Vehicle

It is the responsibility of every operator (whether the regularly assigned driver or not) of a DRO vehicle to perform a visual inspection of the vehicle before operation and to ensure that both the operator and occupants comply with any additional requirements. These requirements include, but are not limited to, the following:

1. Looking for new body damage and fluid leaks since last use.
2. Confirming that safety devices are operational (brakes, seat belts, lights, turn signals, windshield wipers, mirrors, and tires). Also, ensuring that the vehicle is equipped with a usable spare tire, jack, and tire wrench. If the visual inspection determines the vehicle may be unsafe to drive, the VCO should be notified immediately. Do not, under any circumstances, operate a vehicle appearing to be unsafe until it has been inspected/repaired and/or certified as operational by a repair facility.
3. Ensuring fuel, oil, brake, and window washer fluid levels are checked for safety compliance routinely.
4. Using seat belts, lap belts, and shoulder restraints at all times.

5. Prohibiting the use of any tobacco product in a DRO vehicle.
6. Avoiding use of premium gasoline except where the manufacturer's operating instruction requires premium gasoline.
7. Using self-service fuel pumps at commercial service stations, unless self-service pumps are not available at the service station, or the vehicle operator has physical limitations that prohibit this activity.
8. Entering odometer readings accurately at the fueling pump.
9. Maintaining vehicle cleanliness at all times.
10. Reporting, via government email, any issue discovered during the visual inspection to their assigned VCO.

CHAPTER 4

HOME-TO-WORK USE OF VEHICLES

The purpose of this section is to establish a DRO policy for the use of government vehicles for transportation to and from an employee's residence and place of employment. It defines the qualification criteria, approval processes, and reporting requirements in regard to the HTW use of government passenger carriers, specifically motor vehicles owned, leased, or controlled by DRO. This section does not apply to the use of a government passenger carrier in conjunction with official travel to perform temporary detail assignments outside the employee's commuting area and away from a designated or regular place of employment. (See Preface, page 2 of this manual.)

A. Discussion Home-to-Work Transportation (HTW)

DRO Delegation of Authority to Authorizing Officials:

The Director, Office of Detention & Removal Operations, grants authority to Assistant Directors, Deputy Assistant Directors and Field Office Directors to serve as Authorizing Officials. This authority cannot be re-delegated. Authorizing Officials must ensure compliance with any reporting requirements as requested by the ICE Fleet Manager or the ICE Office of Professional Responsibility (OPR).

Authorizing Document, ICE Form 333:

"Intelligence", "Counter Intelligence Protective Services", or "Criminal Law Enforcement" is defined by DRO as those Law Enforcement positions where a vehicle can be assigned full-time to an employee to meet their mission. Such authorizations are valid for an indefinite period of time commensurate with appropriate work assignment.

"Field Work" is defined by DRO as assignments requiring HTW at the operational recommendation of the employee's supervisor with the approval of the Field Office Director. This authorization is not to exceed two years from the date of the determination signed by the Secretary of Homeland Security.

B. Requirements

Authorization Records:

ICE Directive 60001.1 section 7 paragraph 7.3, requires each Authorizing Official to maintain records that identify every Authorized Employee (ICE Form 333) and to review all logs generated by each Authorized Employee (ICE Form 177).

Requesting Authorization:

When a managerial determination is made that an employee requires a government vehicle to meet the mission, in accordance with ICE Directive 60001.1 an ICE Form 333

must be generated and each employee must sign and submit the form for approval by the Authorizing Official. This is required to verify that the requesting employee has been apprised and understands the notifications concerning the HTW authority and that the Authorizing Official can provide documentation identifying each individual authorized upon request.

Reporting:

Reporting HTW activity is necessary to maintain justification for continued use of the government vehicle by the Authorized Employee. ICE Form 177 must be generated and maintained by the Authorized Employee and submitted to the Authorizing Official on a monthly basis.

The Authorized Employee must ensure that the form 177 includes the following:

- The days the vehicle was used for HTW.
- The VIN number of the vehicle used.
- Unit or Fleet number.
- Number of call outs requiring government vehicle use on other than normal duty hours.
- Miles from employee residence to duty station.
- Supervisor's Badge number and Signature are required before submitting to Authorizing Official.

C. HTW Authorization Components:

DHS Management Directive 0530.1 Home-to-Work Transportation Controls establishes policy and sets forth responsibilities and reporting requirements.

HTW Determination sets forth legally sufficient grounds for DHS components to approve the use of government vehicles for HTW use.

ICE Directive 60001.1 sets forth legally sufficient grounds for ICE components to approve the use of government vehicles for HTW use.

CHAPTER 5

VEHICLE PROCUREMENT AND ALLOCATION

This chapter outlines procedures and methodology for the allocation of DRO vehicles. These guidelines are designed to ensure the effective distribution of vehicle resources to meet the DRO mission, while in compliance with Federal, Department and Agency Regulations, Management Directives and Policy. DRO only acquires vehicles that enhance the overall mission of our program.

A. Procurement Type

1. Enhancement
Additional vehicles required to support Congressionally-mandated staff enhancements. Number of enhancements are determined and funded by the HQ Program Office.
2. Replacement
Vehicles purchased to replace existing vehicles in the fleet due to age, mileage or condition. Replacement lists are generated by HQ Management. Field Office requests to add vehicles to the list must be approved by HQ Management.
3. Special Purpose
Vehicles designed for specific applications and not intended for daily transportation needs. (Examples; food service, firearms transports, facility maintenance, surveillance, command & control, mobile processing.) Requests for special purpose vehicles must be justified and approved by HQ Management.
4. Justified Administrative
Vehicles purchased primarily for mission support functions. (Requires written justification approved by HQ Management.)

B. Program Vehicle Allocations for Budgetary Purposes

Program	(Staff to Vehicle Ratio)
Custody Operations (LE)	(b)(7)(E)
Transportation & Removal	
Criminal Alien Program (LE)	
Alternatives to Detention (LE)	
Fugitive Operations (LE)	
Mission Support (Non LE)	
Special Programs	

C. Exceptions to Allocations

- Sub-office Geographical Locations
- Vehicle Home-to-Work Authorizations
- FOD Adjusted Program Support

D. Replacement Criteria

DRO has modified the Federal Property Management Regulation (FPMR) baseline motor vehicle replacement standards due to the cost of installed retrofit packages. In order for a vehicle to be considered for replacement, it must meet the minimum criteria listed below:

DRO MINIMUM
VEHICLE REPLACEMENT CRITERIA

VEHICLE TYPE	MINIMUM AGE	or	MINIMUM MILEAGE
Sedans	5 Years	or	60,000 miles
Light Trucks (2X4, L T 12,500 lbs GVWR)	7 Years	or	60,000 miles
Detention Vans	7 Years	or	100,000 miles
Light Trucks (4X4, L T 12,500 lbs GVWR)	7 Years	or	60,000 miles
Detention Vans	7 Years	or	100,000 miles
Buses			
Mid-range	12 years	or	280,000 miles
Long-range	15 years	or	500,000 miles

EXCEPTIONS: Vehicles involved in an accident and/or damaged beyond economical repair may be retired and replaced without meeting the replacement standards above.

Stolen vehicles that have been reported on a Board of Survey can also be replaced.

E. Selecting Replacement Vehicles

The selection of vehicles to be replaced can be based upon the changing condition and needs of the DRO mission and must be in accordance with the established replacement criteria established by GSA - that is it must not be any less than GSA's minimum criteria. In preparation for the selection process, it is recommended that VCOs review vehicle records periodically and during the annual physical inventory. Accurate maintenance and mileage data in VMIS will ensure vehicles meeting established criteria will be considered for replacement. As funds become available to order replacement vehicles, the VCO will compile a prioritized listing of all DRO vehicles that meet the replacement criteria based on age, mileage and condition. FICU is the authorizing component for this activity.

The VWG developed a vehicle standards catalog for the selection of replacement vehicles. Special purpose vehicles are designed and approved for production before being added to the catalog.

CHAPTER 6

VEHICLE ACQUISITION METHODS

This chapter outlines DRO policies and procedures for the acquisition of vehicles based on acquisition methods. As indicated in chapter 5 of this handbook, all vehicle acquisitions must be reviewed and approved by the HQ Fleet, Inventory, and Communications Unit (FICU).

A. Vehicle Purchasing Regulations and Restrictions

All vehicle purchases will be processed through FICU. Only the most cost efficient and mission effective vehicles will be purchased. Alternative fuel vehicles will be purchased when applicable.

B. Selection of Vehicle Type

A vehicle catalog has been developed by the VWG, outlining vehicles and retrofit packages available for selection by the Program offices. Additional requirements not outlined in the catalog must be reviewed and approved by FICU.

C. Ordering Vehicles

Vehicles are ordered using an electronic ordering spreadsheet.

D. Delivery of Vehicles

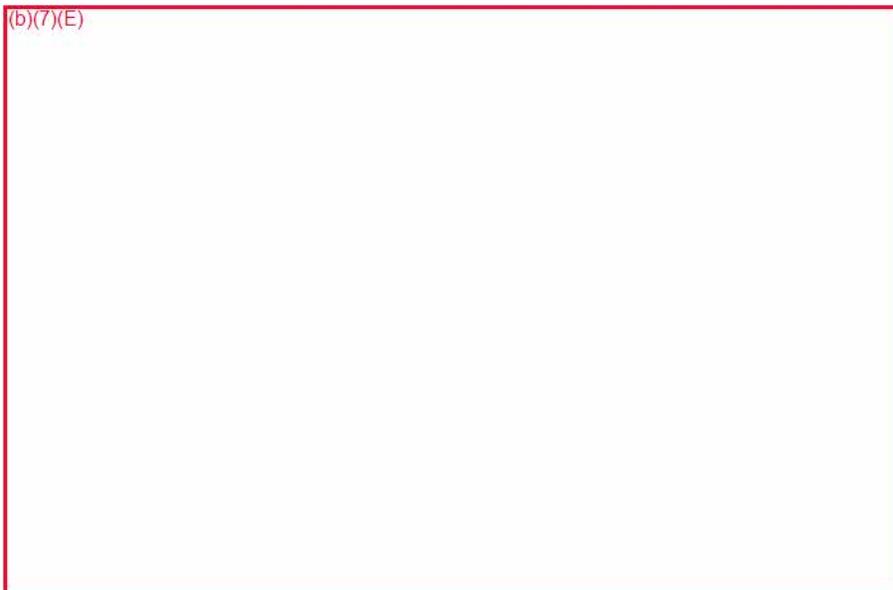
A. Direct Ship - Vehicle requiring no retrofit will be shipped directly from the manufacturer to a dealer closest to ordering office.

B. UNICOR Shipped - Vehicles requiring retrofit will be shipped from a UNICOR factory. A pre-delivery notice will be sent by the factory to the delivery location. Locations must confirm receipt of the pre-delivery notice before the vehicle is shipped.

E. Vehicle Safety Equipment

The approved safety equipment is part of the standard vehicle retrofit package developed by the VWG. Each vehicle delivered by UNICOR has a kit installed in the vehicle at delivery. New kits and replacement items can be purchased directly from the vendor or purchased locally using the Fleet Card assigned to the vehicle.

(b)(7)(E)



If the vehicle is located in a heavy snow area, it should also be equipped with a (b)(7)(E) These items can also be purchased using the credit card assigned to the vehicle.

F. Commercial Rental and Short Term Leasing of Vehicles for Official government Business

This section applies to all field offices within DRO with respect to the provision of the rental and leasing of commercial motor vehicles to employees in normal duty (non-travel) status.

Terms and Definitions:

Accountable Property Officers (APO) include Headquarters Management Team Members, and Field Office Directors (FODs) in the Detention and Removal Operations Program.

Fleet Card Program Coordinators (FCPC) are appointed by the APO/FOD. FCPCs are responsible for the accountability of all Fleet Cards within their area of responsibility (AOR) in addition to maintaining complete and accurate Fleet Card Activity Logs. FCPCs also review and reconcile monthly statements in Pathway to ensure accuracy.

Property Custodians (PC) are appointed by the APO/FOD. PC's are responsible for the accountability and safeguarding of accountable property, and accuracy of the information recorded in the SUNFLOWER system. Because of the organizational structure of some offices, the PCs may perform dual responsibilities.

Vehicle Custodial Officers (VCOs) are appointed by the APO/FOD. VCOs are responsible for the accountability and safeguarding of government-owned or leased vehicles, and the accuracy of the information recorded in Vehicle Management Information System (VMIS).

Motor Vehicle Lease refers to obtaining a motor vehicle by contract or other arrangement from a commercial source for a period of 60 days or more.

Motor Vehicle Rental refers to obtaining a motor vehicle by contract or other arrangement from a commercial source for 60 days or less.

Purchase Card Holders (PCH) are Department of Homeland Security (DHS) employees that have successfully completed GSA and DHS Purchase Card training and annual refresher training; are personally liable (legally responsible) to the government for each transaction made with the Purchase Card; and are responsible for only using the card for authorized purchases in accordance with the limitations outlined in the DHS Purchase Card Manual.

The SUNFLOWER Asset Management System (SAMS) is a commercial off-the-shelf (COTS) software program. This web-based system is used to manage assets within various organizational elements of DHS. SUNFLOWER provides a wide range of functional capabilities that are utilized to assist the Department in the lifecycle management of its assets.

The Personal Property Operation Handbook (PPOH) is the handbook that contains the governing policies and procedures for ICE-owned and leased personal property.

Q&As

Can I commercially rent or lease a vehicle for official government use?

Yes! In the event that additional vehicle support is required for a short period of time, rental or lease vehicles are recommended.

How do I pay for the vehicle rental or lease?

The DRO Field Office will submit a Purchase Request G-514, outlining vehicle requirements to the HQ Office of Acquisitions. The purchase request will include all necessary information such as: the number of vehicles needed, the type of vehicle needed (Sedan, Mini Van, etc.), the vendor (Avis, Hertz, etc.), the cost of the vehicle(s) and the duration of lease or rental. If you have a requirement for short-term (60 days or less), HQ DRO can look to place orders against the GSA Schedule if you submit a complete G-514 requisition package,

<http://www.gsa.gov/rsvp>

How do I pay for fuel?

(Reference 41CFR 102-34.325) Government fleet credit cards will be used to pay the fuel costs for the rental vehicle. However, you must first have the vehicle's Vehicle Identification Number (VIN) before ordering a fleet credit card. When ordering the Fleet Card, be sure to indicate on the embossing line "LEASED" or

"RENTAL" - this is name-line 1, and the Vehicle Identification Number (VIN) in name-line 2. Field Office Fleet Card Program Coordinators will be able to assist with this requirement. Cards embossed with "RENTAL" will be monitored and terminated after the rental period. Cards embossed with "LEASE" will be monitored to ensure compliance with reporting requirements.

Note The rental vehicle must be at the Field Office location before the Fleet Card is ordered. If a Fleet Card is ordered and the embossing line is missing the word "LEASED" or "RENTAL", and the (VIN), the Fleet Card is subject to temporary suspension until it can be verified. This is to prevent waste, fraud or abuse.

Are there reporting requirements for rental or leased vehicles?

Rental vehicle data does not require reporting. However, leased vehicle data must be accounted for in the ICE Personal Property System, (SAMS) and the Vehicle Management Information System (VMIS) to comply with the mandatory Federal Automotive Statistical Tool (FAST) reporting requirements, 41CFR 102.34.345. In addition, either rental or lease vehicles involved in an accident require operators to complete a DHS 510 - "Vehicle Accident Report," as required in the interim DRO standards.

G. Internal Vehicle Transfers

Vehicle transfers between organizations within DRO are permitted as long as the receiving organization is within the established Vehicle-to-Employee Ratios.

CHAPTER 7

REGISTRATION AND LICENSING

A. Registration & Inspections

Vehicle registrations and inspections are not required for vehicles assigned government tags; acquired for official purposes; and regularly operated outside the District of Columbia in the United States, Commonwealth, territories, or possessions in which they are primarily used. There are two exceptions:

1. All DRO vehicles regularly operated within California and the District of Columbia are required to comply with local inspection criteria.
2. Vehicles exempt under CFR 101-38.200(f) and CFR 101-38.204 (using local plates) shall be registered and inspected in accordance with the laws of the state, commonwealth, territory, or possession. Offices should contact the local motor vehicle office for guidance on registration and inspection criteria. If a question arises, contact your local counsel office for a determination regarding state and local laws.

B. Operator's Drivers License

To legally operate a DRO motor vehicle, employees must possess a valid state driver's license. A commercial driver's license (CDL) is required for vehicles over 26,001 pounds Gross Vehicle Weight Rating (GVWR) or buses with a 15 passenger or greater capacity. An employee may be reimbursed for all expenses to obtain a CDL when required by management. For additional information and licensing requirements, contact the local motor vehicle office.

CHAPTER 8

LICENSE PLATES

All DRO vehicles will use U.S. government DHS license plates unless specifically exempt under FPMR 101-38.204-1. Additional exemptions may be granted by the agency head or designee upon written certification that U.S. government tags will interfere with the purpose for which the motor vehicle is used. The certification must state that the vehicle is acquired and used primarily for the purpose of investigative, law enforcement, or intelligence duties involving security activities or for the safety of the vehicle occupants. Also, it must state that the identification of the vehicle would interfere with the discharge of such duties or endanger the security of the individuals or U.S. government. (Note: this excludes vehicles used for common administrative functions and not directly used in the above listed activities.)

A. DHS License Plates

DRO license plates (DHS plates) are used on all DRO-owned or leased vehicles (except GSA IFMS vehicles), unless specifically exempt by CFR 101-38.204-1. In accordance with CFR 101-38.202-3, DRO is required to maintain a centralized record of all official U.S. government license plates assigned to government-owned and leased vehicles. The Department of Homeland Security requires an annual inventory of all DHS plates currently in use. The requirements contained in this section apply to all offices operating vehicles using DHS plates.

1. Assigned DHS Plates

DHS license plates are sensitive controlled items assigned to a specific vehicle and must remain with the vehicle at all times.

DHS plates are assigned to DRO vehicles by UNICOR at the time the vehicle is up-fitted to DRO specifications at the factory. The plate is recorded in the Vehicle Management Information System (VMIS) before the vehicle is assigned to the Field Office. In the event a vehicle does not go to a factory for up-fit, upon receipt of the vehicle the VCO submits a request to UNICOR for a fleet number and a DHS plate.

2. Accounting for DHS Plates

VCO's must maintain the VMIS system to account for DHS plates issued to vehicles assigned to their offices. Offices may not maintain a stock of DHS plates for future use. All DHS plates must remain with the vehicle they were originally assigned to. DHS plates must not be transferred between vehicles for any reason without prior written notification and approval from HQ FICU.

3. Assignment and Placement

DHS plates are assigned in pairs and must be placed on the vehicle it was intended for. DHS plate pairs cannot be separated or split up and placed on different vehicles under any circumstances, regardless of local state laws. DRO vehicles must have one DHS plate on the front and one on the back. Trailers will be assigned their own pair of DHS plates and placed one on top of the other.

4. Transfer of Vehicles with DHS plates

Vehicles transferred between DRO offices will retain the original DHS plate assigned to the vehicle. The losing office is responsible to inform the VCO of the vehicle and DHS plate transfer by contacting VMIC within 3 working days of transfer.

5. Missing, Stolen, or Lost DHS plates

Missing, stolen, or lost DHS plates must be reported immediately on a DHS Form 200 - 2, Report of Property for Survey. A complete explanation regarding the loss must be included. In addition, notifications must be made to the Joint Intake Center, local DRO Management and HQ FICU. A report must be filed with the local Police Department. Documentation of these entities must be maintained in the Vehicle File.

6. Disposal

DHS plates are the property of DRO. They will be removed from vehicles being sold or transferred outside of DRO. Field offices must return the DHS plate pair to VMIC within 7 working days by certified mail or 2-day priority delivery.

B. State License Plates

Vehicles used for law enforcement purposes by DRO may be exempt from DHS Plate requirements. Exempt vehicles may be assigned local state plates, which are obtained through direct coordination between the Field Office and the local Department of Motor Vehicle office serving the state in which the vehicle is operated. Vehicles operated with state license plates must conform to all registration, emission, and licensing requirements of the issuing state. The Field Office must track and account for all state plates assigned and immediately report the theft of any assigned plates to the appropriate State agencies and HQ FICU.

CHAPTER 9

GOVERNMENT NATIONAL FLEET CREDIT CARD PROGRAM

The following DRO guidelines govern the fleet credit cards and apply to all personnel engaged in the acquisition, use, and accountability of fleet cards. Fleet cards are ordered by the Organizational Program Coordinator (OPC). This guidance is being provided as a supplement to the Department of Homeland Security's Financial Management Policy Manual, Chapter 3, Section 3.2, Part 3.2.3.

A. Procedures for Obtaining Fleet Cards:

1. The FO/OPC may obtain fleet cards in numbers appropriate for operational necessity (normally one card for each vehicle) through JPMorgan Chase (JPMC);
2. The FO/OPC completes the JPMC SmartPay® 2 application and forwards the application for approval and processing;
3. The FO/OPC faxes the application directly to JPMC at (800) 297-0785, or e-mail to: CCS-Account-Services@JPMChase.com;
4. The FO/OPC may also order fleet cards electronically through the JPMC PaymentNet® system - <https://gov1.paymentnet.com>;
5. The FO/OPC monitors card transactions using PaymentNet®;
6. The FO/OPC ensures cards are assigned to the correct hierarchy;
7. The FO/OPC reviews account information to ensure the account parameters are accurately reflected in PaymentNet®. The FO/OPC reviews the following:
 - a. Single purchase limit;
 - b. Monthly limit;
 - c. Daily number of transactions;
 - d. Merchant Category Codes (MCC);
 - e. Equipment number (e.g., fleet number, aircraft tail number etc.);
 - f. Vehicle identification number (VIN).

B. Fleet Card Activation

The fleet card will NOT be active at the time of receipt. The FO/OPC must activate the fleet card per the instructions on the sticker adhered to the card.

C. Using Your Fleet Card

Card users should ensure that vendors accept credit cards for services rendered prior to obtaining services or commodities for government vehicles. The fleet card must be used for all costs associated with the fueling, maintenance and repairs of the vehicle to which it is assigned. The following procedures are to be used to obtain and authorize a fuel purchase:

1. Pay at the Pump

Most service stations have installed card readers attached to fuel pumps. The card reader will recognize the card as an active fleet card by the data embedded on the card's magnetic stripe. The following steps are required to pay at the pump:

- a. Insert the fleet card as illustrated on the pump;
- b. Enter the vehicle's current mileage from the odometer;
- c. Press the "Enter" key;
- d. Select "YES", when prompted for a paper receipt, (see Section L "Transaction receipts and Record Retention");
- e. Pump the fuel into the vehicle.

Note: Some card readers require the zip code to be entered as well.

2. Paying at the Register

If the service station is not equipped with a card reader at the pump, you will need to present your fleet card to the station attendant in the station. The following steps are required:

- a. Swipe the card through the authorization terminal;
- b. Enter the product code (i.e., grade or type of fuel purchased);
- c. Enter the dollar amount of the fuel and product codes of any items purchased in addition to fuel (i.e., motor oil, wiper fluid, etc)

The attendant will then ask you to:

- d. Enter the odometer reading;
- e. Press the "Enter" key;
- f. Verify the total amount of the purchase (fuel plus other items);
- g. Press the "Enter" key; and
- h. Sign the sales receipt.

3. Authorized/Unauthorized Uses

Vehicle modifications that may result in compromising a vehicle's warranty or the vehicle's ability to perform the mission it was originally designed and built for should not be made to DRO owned or leased vehicles. As such, the fleet credit card assigned to a vehicle will only be used for fuel, service and maintenance.

All requests for modifications to or purchases for additional vehicle related materials (i.e. battery adapters, inverters, lights, sirens, computer equipment, etc.) must be made in a formal decision memorandum for approval or disapproval by the FOD. The memorandum should contain information describing the requested change, a statement(s) as to the impact on the vehicle's warranty and ability to perform the job it was originally built for, cost estimates, and the reasons for the request. The memorandum(s) for each modification or additional vehicle related equipment must be kept on file by the VCO until the vehicle is retired from service (upon retirement all equipment purchased for the vehicle must be accounted for).

Upon approval of the modification or purchase, a G-514 Requisition must be generated and processed by the DRO Field Office and charged to the field office's funding code or if Program approved, to the appropriate Program Funding Code to which the vehicle is officially assigned (FUGOPS, CAP, Custody Ops, Removal Mgt, ATD). Note: Pursuant to DHS Policy, the Purchase Card may not be used for this purpose. See DHS CFO Financial Management Policy Manual, Chapter 3.

Major and/or permanent modifications extending the useful life of a vehicle or those that add significantly to the value of a vehicle are considered capitalized improvements. These costs must be tracked, supported, and added to the value of the vehicle in the SUNFLOWER system. DRO Field Offices must provide all invoices for work and equipment performed to the VCO for inclusion in the vehicle record.

The fleet card may be used for items such as windshield fluid, anti-freeze, batteries and battery charges, tires, tire repair, maintenance and approved repairs, this list is not all inclusive.

The DRO fleet card may be used to pay for tolls (for the vehicle it is assigned to) at the discretion of the FOD, which arise from an individual conducting "official business."

The fleet card may not be used for items such as parking fees under any circumstances. DRO Field Offices have several available funding mechanisms to address this area. They are as follows: purchase orders, reimbursement through filing a local voucher in

Travel Manager, petty cash (where available), and Imprest fund (where available).

Note: One (1) fleet card is assigned to each DRO vehicle and used exclusively for fuel and maintenance for the assigned vehicle. Fleet cards can not be used interchangeably between vehicles.

Use of the fleet card for food, beverages, parking, or other miscellaneous personal items is strictly prohibited.

Fleet card transaction reports are reviewed by the DRO HQ/Fleet Card Coordinator. Any user of the government fleet card who fraudulently uses or authorizes the use of the fleet card for other than authorized procurement, as promulgated in this handbook, may be subject to criminal prosecution under 18 U.S.C.641.

D. Transaction Record:

The JPMC PaymentNet® system is used to house, record and reconcile all transactions associated with purchases made on the fleet card.

The Vehicle Management Information System (VMIS) is used to record the accumulation of all costs incurred in the operation, maintenance and repair of a vehicle. VMIS is managed through the Vehicle Maintenance Information Center (VMIC) at UNICOR.

The single purchase limit is \$2,500 per transaction, which is the maximum allowable dollar amount for each purchase. Purchases must not be split into separate transactions with the intent of bypassing the single purchase limit. In the cases where a repair exceeds the micro purchase limit of \$2,500, a contracting officer must use a fleet card assigned to him/her or a written instrument to make the purchase.

There is a limit of 4 transactions per calendar day. Any late transactions on the previous day may post on the start of the current day, thereby reducing/increasing the four transactions per day by the number of late postings.

The Merchant Category Codes (MCC) identifies the industry and types of goods or services sold by the individual merchant. MCCs are used to identify charges made on the fleet card. MCC groups are created for each agency according to the restrictions placed on the cards.

The statement day is the 13th day of the month. The billing cycle ends on the 12th day of the month. When the 12th day of the month falls on a Saturday or Sunday, the billing cycle ends on Friday the 11th. The maximum allowable expense per statement cycle is \$7,500.

E. Participating Merchants

Fuel and maintenance services may be obtained from any merchant displaying the current MasterCard logo. Card users may use the fleet card at any fueling station displaying this logo. It is incumbent upon each card user to be prudent when using the fleet card so as to ensure that careful consideration is used to select the lower priced fuel, when at all possible. For maintenance services it is the card user's responsibility to ensure that the merchant accepts the fleet credit card prior to performing the service.

F. Statement

1. Approval Process

The FO/OPC is responsible for certifying credit card statements. The FO/OPC performs the following steps:

- a. Prints an electronic statement;
- b. Reviews and certifies the statement;
- c. Signs the monthly statement (electronically - in PaymentNet® to indicate all charges were used in the performance of official government business. The HQ DRO OPC will then approve the statement (electronically - in PaymentNet®).

Note: Security and accountability of fleet cards will be in accordance with the instructions regarding GSA-issued purchase cards contained in 41 CFR101-38.800(e).

Should a fleet card purchase be declined for any reason, please contact your credit card company fleet card Customer Service. In many cases, the issue is easily remedied (e.g., merchant entered the expiration date incorrectly) by calling the fleet card Customer Service telephone number, which is printed on the back of the credit card.

2. Resolving Discrepancies, Disputing Transactions

If a discrepancy is noted while reconciling your account(s), the FO/OPC should contact the merchant for resolution. Most discrepancies can be resolved between you and the merchant directly.

The FO/OPC has a responsibility to notify the current credit card company of any items in dispute within 60 calendar days of receipt of the invoice. Notification may be made using the dispute form and may be submitted electronically, telephonically, or by mailing directly to the credit card company.

In the event of a transaction dispute, the bank and FO/OPC will perform the following steps:

- a. The bank will immediately issue a temporary credit to the account.
- b. The bank will re-charge the merchant, if applicable.
- c. The bank will detail the disputed charge on the invoice Status Report.
- d. The bank will re-bill proper charges in the subsequent billing period and include complete transaction data for the re-billed charge, if applicable.
- e. The FO/OPC will provide the bank sufficient transaction data to identify the charge.
- f. The FO/OPC shall work with the bank and merchant to promptly investigate disputed items.

G. Reporting Lost, Stolen, or Damaged Cards, Obtaining Replacement Cards.

1. Fleet Card Users

In the event a fleet card in your possession is lost, stolen, damaged; or the account number and expiration date is compromised, you must immediately contact the bank, the local OPC, HQ FICU, local DRO management.

The card user must notify his/her supervisor of the incident and furnish a written report detailing the circumstances that resulted in the loss or theft of the fleet card.

Fleet credit cards must not be stored or left in the vehicles. Key fobs, designed with a credit card pocket, are provided with each vehicle for the safe storage of the fleet card. The key fobs, complete with keys and fleet cards, should be secured in a locked cabinet when not in use. It is not a good practice to leave fleet cards in unsecured desk drawers.

Fleet cards must not be left in the key fobs when the vehicle is dropped off for service. At no time is the fleet card to be left with a service manager or office manager at any service centers. The fleet card is a mechanism for payment for services rendered, and must not be offered as security for anticipated services.

2. Fleet Card FO/OPCs

When reporting a lost, stolen or damaged card, immediately contact the bank and inform the representative that your fleet card has been compromised and provide the bank with the requested information to close the account. Upon receipt of the call, the card account will be closed to guard against unauthorized use. When a fleet card is reported

lost or stolen, a new replacement card will automatically be generated by PaymentNet® and mailed to the responsible FO/OPC.

Any previous authorized activity or disputed charges will be transferred to the new account number.

H. Disposal/Transfer of the Credit Card

If the card is no longer needed due to the sale, salvage, or transfer of the asset, the FO/OPC has the ability to cancel a fleet card through PaymentNet®. If the FO/OPC is unable to cancel the account online, the FO/OPC may contact the bank to close the account. It is the responsibility of the FO/OPC to destroy the card.

In the event the asset has been transferred within the agency, the fleet card must follow the vehicle. Both the losing and gaining FO/OPCs must coordinate with the HQ/FLEET Management to accomplish the transfer between hierarchies. If the transfer is to another government agency, the card will be cancelled.

I. Audit

Fleet card transactions are subject to audits at any time by internal personnel or external agencies. Transaction statements will be used in the furtherance of the inquiry.

In keeping with checks and balances inherent within the fleet card data system, a monthly audit sampling - which will be a percentage taken from the aggregate of the monthly transactions - and will cascade down to the field offices from the ICE HQDRO OPC for action by the FO/OPC.

The FO/OPC will verify transactions through paper receipts and a vehicle log that is maintained for each vehicle as prescribed in Section L of this policy. The HQDRO OPC will monitor the action for compliance and will report the results to the OPC at the ICE level. The purpose of the audit is to maintain a level of integrity with respect to all fleet card transactions.

J. Contacting Customer Service

1. Card User

A toll free Customer Service Number is printed on the back of each fleet Card.

2. Customer Service Command Center:

Customer Service handles questions such as why your purchase was declined, and requests for copies of sales drafts. They can also:

- a. Cancel a credit card for a dead-lined vehicle.
- b. Request a replacement credit card for a damaged or destroyed card. The replacement card will have a different credit card number.
- c. Request a replacement credit card for a lost or stolen card (the old credit card number will be closed and a new credit card number will be issued),
- d. Request a manual override for a merchant who is not currently in the credit card system. The credit card number and exact name of the merchant and amount to be approved will be required for the override.

K. Tax Exempt

All fleet card purchases are tax exempt; it is the card user's responsibility to inform the merchant that the transaction is tax-exempt before presenting the fleet card for payment. The IRS assigns an Employer Identification (EI) number to each organization indicating tax-exempt status.

There may be vendors who will not honor a Tax Exempt form displaying the EI number. If at all possible, avoid merchants that charge state or local taxes.

L. Transaction Records/Reports/Receipts Retention

The purpose for retaining credit card receipts/reports/records is to validate transaction information and reconcile the associated statement. The transaction information includes, but not limited to, the following;

- transaction date;
- transaction time;
- vendor name;
- product or service description;
- quantity; and
- unit cost amount.

1. Fuel Receipts

It is necessary to retain pump issued paper receipts for fuel transactions. The information required to validate transactions for audit purposes will be supported by paper receipts and entries in the vehicle log. The responsibility for retaining paper receipts will be borne by the employee making the purchase. Furthermore, the vehicle log will corroborate that the vehicle operator has knowledge of the fleet card purchase.

The vehicle log, along with paper receipts, must be made available to the FO/OPC in order to fulfill the requirements of the audit. For the purpose of this sub-section, paper fuel receipts should be retained until completion of the monthly Post-Payment Audit reconciliation.

2. Repair and Maintenance Receipts

All receipts for other than fuel must be maintained by the VCO. Information relating to details of the repair or maintenance is required to update the VMIS.

3. Record Retention

All fleet records are to be retained in accordance with the General Record Schedule 10, "Motor Vehicle Maintenance and Operations Records" for a period of 6 years and 3 months.

CHAPTER 10

VEHICLE MAINTENANCE

This chapter outlines the DRO Vehicle Maintenance Program and is designed to maintain all DRO vehicles in an efficient, safe, and serviceable condition at all times. DRO employees at all levels shall direct their efforts toward achieving this goal. The program offers four distinct types of maintenance services, which may be performed on a DRO vehicle.

A. Operator Vehicle Inspection

Operator maintenance is the keystone of the maintenance structure. It consists of inspecting and detecting vehicle malfunctions that make the vehicle unsafe or unserviceable. Operator observations are one of the most important elements of the DRO Vehicle Maintenance Program. When properly performed, these checks detect defects before they become serious, leading to possible damage to the vehicle or injury to the operator, passengers and others. Operator maintenance includes minor parts replacement and/or simple vehicle servicing (e.g., adding water, fuel, oil, coolant, lubricants, air, interior/exterior cleaning or replacing tires or the battery). It is the responsibility of every operator (whether the regularly assigned driver or not) of a DRO vehicle to perform, at a minimum, the following visual inspection of the vehicle before daily operation:

- Look for new body damage and fluid leaks.
- Confirm that safety devices are operational (brakes, seat belts, lights, turn signals, windshield wipers, mirrors, and tires). Ensure that the vehicle is equipped with a usable spare tire, jack, and tire wrench. If the visual inspection determines the vehicle may be unsafe to drive, the Vehicle Custodial Officer (VCO) should be notified immediately.
- Ensure fuel, oil, brake, and window washer fluid levels are checked for safety compliance prior to operation. If necessary, top off low fluid levels before each use.
- Maintain interior and exterior cleanliness of vehicle. If necessary, clean before and after each use.
- All vehicles used to transport detainees must be inspected prior to and following transportation to ensure that no weapons, items that can be used as weapons or devices that can assist in the removal of restraints are present in the passenger compartment.
- Report all mechanical or vehicle issues found during inspection to local Management and the local VCO via government email.

B. VCO's Responsibilities

VCOs must ensure all vehicles in their AOR have a monthly safety and maintenance inspection. Vehicles being routinely used will be inspected during the operator's inspection. The VCO is required to take immediate action on all reported issues found during inspections.

C. Scheduled or Preventive Maintenance

Preventive Maintenance (PM) reduces operating costs and increases efficiency by lowering fuel and oil consumption rates and reducing costly tire replacement. PM also extends the life of the vehicle by reducing drive train repairs during the mid-life of a vehicle. Scheduled inspection and service of tires, brakes, lights, wheel alignment, suspension, and exhaust system assures vehicles will be capable of maximum safe performance on those occasions when the driver's life, and those of the passengers and the public, may depend on the top performance of the vehicle. Please consult your owner's manual for PM service requirements specific to the vehicle type. The PM services and inspections are designed to complement most vehicle warranties. The service requirements of the vehicle manufacturer to maintain the validity of the warranty will usually be met by performing the required service scheduled. Vehicle maintenance should be accomplished as close as possible to the due date. Operators of assigned vehicles and VCOs (accountable for multiple-user vehicles) will ensure PM checks and services are conducted. Preventive maintenance such as manufacturer guidelines for oil changes and tune-ups will be automatically scheduled by VMIC.

D. Warranty Repairs

When a malfunction occurs, the vehicle operator will review warranty information found in the owner's manual. If the malfunction is covered under the warranty, the driver will immediately take the vehicle to the nearest participating warranty repair facility for service. Warranty coverage does not necessarily terminate at the end of the prescribed warranty period. Malfunctions and parts failures detected after the expiration date might be covered on a cost-free basis, or on a cost-sharing basis, provided there is sufficient documentation to show that the problem had been previously brought to the dealer's attention.

When the driver determines that a malfunction or failure is covered in the warranty, the vehicle should be taken to the nearest participating warranty repair facility for service. If there is any question, the operator should contact the VCO for guidance. The dealer must agree that the repairs are covered by the warranty before permission is granted to make the repairs. If the dealer can clearly demonstrate that the repair is not covered in the warranty, the vehicle repairs should be paid for with the fleet card.

E. **Unscheduled Maintenance and Repairs**

Periodically, in the life of most vehicles, unscheduled repairs will be required. Included in this category of maintenance are: replacement of tires, batteries, brake pads, etc. These items routinely require replacement during the normal operational life of the vehicle. Consult the manufacturer's or owner's manual for replacement guidelines.

1. **Repair Criteria**

DRO-owned vehicles requiring repairs in excess of \$2500 must be evaluated to determine whether such action is in the best interest of the government. The evaluation will determine the basic economics of the repair versus replace decision. The evaluation will be determined at the HQ/DRO level for each repair in excess of \$2500.

Since the vendor of a commercially leased vehicle has a right to charge for repairs beyond any "normal wear and tear," local offices may decide whether to repair the vehicle, regardless of the cost. It is preferred to have repairs performed prior to the return of the vehicle to the vendor in order to control the costs.

2. **Vehicle Does Not Meet Repair Criteria**

If the Vehicle Repair Evaluation determines it is more economical to replace the vehicle rather than repair, the office must also consider other factors, which may influence the final decision. Such factors include, but are not limited to:

Source of repair funding (Is DRO paying or is a Third Party accepting responsibility for an accident?);

Type of damage (Body versus Structural);

The indirect costs of the vehicle's downtime and alternate transportation requirements; and

The availability of replacement funding (most critical factor).

F. **Selection of Maintenance Facility**

As a general rule, the facility selected for a repair or service should offer that service or repair at the lowest cost available in the local community. There are several sources for repair and service of a DRO vehicle:

1. **A government maintenance facility run by another agency, with an agreement to repair or service DRO vehicles;**

2. A commercial maintenance facility with a Blind Purchase Agreement;
3. A manufacturer's dealership or commercial maintenance facility which will accept the government fleet card for payments below the permissible credit limits (Vehicle warranty repairs should be performed at authorized dealerships only); or
4. A government maintenance facility owned and operated by ICE.

Local offices will determine where to take the vehicle for maintenance. Selection of a repair source should be based on cost considerations, not driver convenience. The following suggestions are provided to assist in making decisions in this area:

- Consult the VCO - provided list of government facilities available to repair/service DRO vehicles (this list should be prepared by the VCO). This list should indicate which services/repairs are available, and the method to be used to secure such services. Contact the VCO, and coordinate repair arrangements prior to initiating repairs and/or selecting any of the other sources below.
- Contact the VCO to coordinate repairs prior to initiating repairs.
- Determine whether the repair/service appears to be covered under warranty. If so, the vehicle may be taken to a local dealership for service and the driver may confirm that the desired service or repair is covered by the vehicle warranty.

G. Vehicle Modification and Equipment Installation

In general, very few modifications will be made to DRO-owned or leased vehicles. Modification approvals must be authorized by the FOD and the modification must be performed at an approved commercial facility. Under some circumstances involving the installation of specialized enforcement equipment, authorized DRO personnel at DRO-approved facilities may perform installation. Normally, modifications will be limited to the installation of a DRO radio. Removal of specialized equipment must be performed at an approved commercial facility.

Major permanent modifications extending the useful life or adding significantly to the value of the vehicle are considered capitalized improvements. These costs must be tracked, supported, and added to the value of the vehicle in SUNFLOWER. The office will provide all invoices for work and equipment performed to the VCO for inclusion in the vehicle record.

H. Vehicle Maintenance and Repair Work Orders

All vehicle maintenance and repairs (to include items such as oil changes, tune-ups, etc.) must first have a work order number assigned by the Vehicle Management Information Center (VMIC). Preventive maintenance such as manufacturer guidelines for oil changes and tune-ups will be automatically scheduled by VMIC. Car washes do not require a work order.

I. Vehicle Maintenance and Repair Requests

The following steps must be taken when requesting maintenance or repair under \$2500 on a vehicle:

1. Have available the Fleet Number, Make, Model, Model Year and current odometer reading prior to calling the **VMIC at 877-468-3533**.
2. Indicate to the **VMIC** the nature of the problem, and the type of maintenance or repair required.
3. The **VMIC** will issue the operator a Maintenance Control Number (MCN), which is required to take the vehicle to a facility for service.
4. Repair facility may proceed with work.
5. Upon completion, sign invoice, make payment with the Fleet Fuel/Maintenance Card/ Purchase Order assigned to vehicle or procurement, write the MCN on the invoice and provide it to the VCO for retention. The VCO will fax a copy to the VMIC.
6. Original invoice is filed in vehicle folder.
7. Transaction complete.

The following steps must be taken when requesting maintenance or repair over \$2500 on a vehicle:

1. Follow steps 1 and 2 in section (A) to determine a warranty or recall repair.
2. Acquire three estimates for repair from certified vendors.
3. Generate a G-514 with selected vendor.
4. Submit package to Acquisitions.
5. Once a purchase order is issued, vendor may proceed with work.

CHAPTER 11

RECORDING VEHICLE DATA

SUNFLOWER is the official property management system maintained by DRO to track accountable property and maintain vital information on personal property assets. It is used to support financial information on the DRO financial management and general ledger systems and it is a subsidiary ledger to the DRO general ledger. In this regard, all DRO-owned vehicles will be recorded in SUNFLOWER. All leased and borrowed vehicles will be recorded by field offices directly in SUNFLOWER through the SUNFLOWER Express module.

A. SUNFLOWER Records

SUNFLOWER Vehicle Records are created in the same manner as all other property records in SUNFLOWER.

B. Vehicle Management Information System (VMIS)

Public Law 99-272 mandates that each agency track the maintenance and other costs associated with the operation of motor vehicles. As a result, DRO uses VMIS as an enhancement to SUNFLOWER.

1. Operations and Maintenance

Field offices will update and maintain mileage and maintenance data in VMIS on a monthly basis.

2. Reports

There are a number of reports available in VMIS. The following eight reports are recommended to assist field offices manage their vehicle fleet. These reports are listed below:

- a. Vehicles On Hand - Includes all vehicles recorded in SUNFLOWER for the specific organization. The report is categorized by property code and acquisition method and excludes previously disposed vehicles. This report can be used to determine overall vehicle inventory.
- b. Vehicles by Status - Includes all vehicles recorded in SUNFLOWER for a specific organization. The report is sorted by status code and excludes previously disposed vehicles. The report lists the SUNFLOWER I.D., property code, current odometer reading, acquisition code, and vehicle description. This report can be used to determine overall vehicle inventory status, and is an excellent

source of data when determining compliance with vehicle to employee ratios.

- c. Vehicles by Serial Number - Includes all vehicles recorded in SUNFLOWER for a specific organization. The report is sorted by serial number and excludes previously disposed vehicles. The report lists the SUNFLOWER I.D., model year, property code, current odometer reading, license number, and replacement indicator. This report can be used to identify vehicles where the barcode is missing and only the VIN number is identifiable.
- d. Vehicles Meeting Replacement Criteria - Includes all vehicles recorded in SUNFLOWER for a specific organization that meet the replacement criteria (providing they have been in official use for 1 year). It excludes previously disposed vehicles, leased, and borrowed vehicles. This report is sorted by property-id and includes the SUNFLOWER I.D., model year, current odometer reading, serial number, description, acquisition code, status code, and replacement indicator. This report can be used to determine which vehicles are eligible for replacement. It is important to remember that although a vehicle may be eligible for replacement, funding and replacement methodology will dictate whether the vehicle is replaced. This report may also be used to assist in budget projections.
- e. Maintenance and Fuel Monthly Detail - Includes all vehicles recorded in SUNFLOWER for a specific organization and excludes previously disposed vehicles. The report is sorted by property-id and lists model, model year, current odometer reading, maintenance period, type of maintenance, description of maintenance, cost of maintenance, gallons of fuel used per month, miles driven per month, miles per gallon per month, and a summary of fuel costs, gallons used, miles per gallon, and maintenance costs. It can be used to determine vehicle performance and cost over a given period of time. It also provides a snapshot of maintenance performed and identifies weaknesses and possible future maintenance required.
- f. Preventative Maintenance Pending - Includes all vehicles recorded in SUNFLOWER for a specific organization code and excludes previously disposed vehicles. It lists vehicles pending maintenance within the next 30 days or 1,000 miles. It is sorted by SUNFLOWER I.D. and lists the description, VIN, current odometer, mileage when 4,000 mile maintenance is due, due date for semi annual maintenance and due date for annual maintenance. This report can be used to schedule preventative maintenance in advance to allow for adjustments in vehicle assignments, budgeting, and vendor consideration.

- g. Preventative Maintenance Overdue - Includes all vehicles recorded in SUNFLOWER for a specific organization and excludes previously disposed vehicles. It lists vehicles overdue for maintenance. This report is sorted by SUNFLOWER I.D. and lists the description, VIN, current odometer, mileage when 4,000 mile maintenance is due, due date for semi-annual maintenance, and due date for the annual maintenance. It can be used to identify vehicles that are overdue preventative maintenance. It also serves as a tool to identify the effectiveness of the office maintenance program and measure data entry timeliness and compliance.
- h. Three Month Performance Indicators - Includes all vehicles for a specific organization code and provides the total number of vehicles for the period indicated except those in a disposed status. The report can be generated in detail or summary format and is sorted by SUNFLOWER I.D. It includes period, status, acquisition date, make, model, and serial number in the detailed format, and the total number of vehicles in compliance in the summary format. This report can be used to determine how well an office is entering operational and maintenance data into VMIS.

C. Vehicle Files

The VCO, at the location where the vehicle is acquired, is responsible for establishing a vehicle file on each vehicle unit received. If the vehicle is transferred to another office, the vehicle file will be forwarded and signed for by the new VCO. The vehicle file will include all documentation concerning the individual unit; for example, the certificate of origin, the vehicle registration, the license plate number assigned to the unit, warranty and repair receipts, transfer records, accident reports, and other acquisition documentation supporting costs. Vehicle records must be retained as follows:

VEHICLE RECORD	RETENTION PERIOD
Acquisition and Valuation Documents	Life of Vehicle plus 3 Years
Operating Costs including costs related To Gas and Oil Consumption, Dispatching, and Scheduling	7 Years

Maintenance Records Including Those Relating to Service and Repair	Life of Vehicle plus 3 Years
Other Vehicle Reports	3 years
Accident Reports	6 Years After Case Closed
Disposal Information	3 Years
Other Correspondence	3 Years

CHAPTER 12

VEHICLE ACCIDENTS

A vehicle accident is defined as a reportable accident involving a DRO employee, who, while in the performance of official or work related duties, becomes involved in a motor vehicle accident which results in personal injury **and/or** property damage. The following chapter outlines accident reporting, tort claims, and insurance settlement procedures.

B. Driver Procedures After an Accident

- Obtain medical assistance if anyone is injured and notify the local police;
- Make no statement regarding fault to either the police or other parties involved in the accident;
- Initiate DHS-510-1, Motor Vehicle Accident Report (Attachment at the end of this chapter), by obtaining the name, address, telephone number, and insurance and license information from other driver(s) involved in the accident;
- Inform the other driver involved of your name, office address, and telephone number; and
- Notify your immediate supervisor of the accident by telephone after obtaining the name, address, and telephone number of other driver(s) involved and available witnesses if possible.

C. DRO Supervisor Duties When Notified of an Accident

- Whenever possible, immediately report to the scene of the accident;
- Ask if there were any personal injuries or deaths. If there are personal injuries, ascertain the degree of seriousness, whether or not medical aid had been summoned, and location where the injured parties were transported for further treatment/observation;
- Ask if the local police were notified and if they were on the scene;
- Contact the police and inquire if there were any arrests or tickets/citations issued --
 - If a DRO employee was arrested for any reason, the Office of Professional Responsibility must be called immediately;

- Ask for assessment of the damage done to both to the civilian vehicle(s) and property and to the DRO or government vehicle or property;
- Inquire as to conditions at the scene of the vehicle accident, such as road and weather conditions; and
- Ascertain whether the accident occurred during the performance of the DRO employee's official duties; where the employee was coming from, where the employee was going, and what the employee was doing;
- Notify the Office of Professional Responsibility (OPR) if, in the judgment of the supervisor, misconduct was displayed by the DRO employee involved in the accident;
- Notify the Office of the Principal Legal Advisor (OPLA) if the accident is of such a nature that legal advice and assistance will be necessary immediately, including all cases involving fatalities or serious injuries; and
- Based upon OPLA advice, generate a Significant Encounter Notification (SEN). Telephonic notification to the Field Office Director is required. Current SEN policies require each Field Office Director to telephonically notify the Assistant Director for Field Operations within 2 hours of the event.

C. Accident Reporting Forms

These forms are to be used for any accident involving a government vehicle, as well as privately-owned, rented, or borrowed vehicles in use by DRO employees on official government business.

1. DHS-510-1, Motor Vehicle Accident Report (Attachment at the end of this chapter), will be completed at the scene by the DRO driver involved in the accident. The completed DHS-510-1 will be given to the employee's supervisor within 24 hours.
2. DHS-200-2, Report of Survey (Attachment at the end of this chapter), shall be completed on any accident. The procedures outlined in ICE Directive, Board of Survey Procedures, should be applied.
3. State and local agencies may require additional accident reports.

Supervisors will assure each vehicle contains accident documentation in the glove compartment (supervisors of employees operating vehicles in undercover situations will ensure the forms are maintained in a package retained in the field

office, and the employee is aware of their location and use). This includes all government vehicles, as well as privately-owned, rented, or borrowed vehicles in use by DRO employees on official government business. If the driver or another DRO employee is injured and unable to complete a Form CA-1, "Federal Employee's Notice of Traumatic Injury and Claim for Continuation of Pay/Compensation" (Office of Worker's Compensation Programs form, Attachment U), the supervisor should complete and submit the CA-1 to the Office of Worker's Compensation Programs, with a copy to the Safety and Occupational Health Management Branch, FMSC, within 30 calendar days.

D. Submission of Accident Reports

Each first-line supervisor within DRO is responsible for ensuring required accident reports are prepared when an employee under his/her supervision is involved in an accident within 24 hours unless injuries or treatment for injuries make this impractical. In such cases the accident reports will be completed as soon as practical but in any event no more than 48 hours after the accident with the Field Office completing those portions possible and annotating that the portions applicable to the injured party will be completed and an amended report filed as soon as the injured parties physical condition permits. An original and two copies of each applicable accident report form must be submitted. The original must be submitted to the first-line supervisor, one copy must be placed in the vehicle's folder (maintained by the VCO), and the third copy is retained by the driver of the vehicle - at the time of the accident.

E. Investigation of an Accident

If, following a review of the accident report, the first-line supervisor believes that further investigation is warranted, s/he shall expeditiously forward a memorandum with the original accident reports to the OPR.

F. Insurance Payments for Damages

When a settlement has been negotiated by OPLA, the check should be made payable to the repair shop performing the repairs on the DRO vehicle. The vehicle will be repaired and the office will not have to pay for the repairs from their own budget.

When a settlement has been negotiated by OPLA and the insurance company makes the check(s) payable to DRO, the agency must deposit the funds to Treasury as miscellaneous receipts. As a result, the local office will bear the cost of repairs from their budget.

DRO cannot accept a two-party check. An example of this would be a check payable to the repair shop and the DRO. The DRO office cannot endorse the check and then give it to the repair shop as payment. The insurance company must reissue the check to a single payee.

G. Insurance Payment if Vehicle is destroyed

The preferred settlement to be negotiated and approved by the appropriate office under OPLA would be to have the insurance company replace the vehicle with a like vehicle. This exchange would be under the authority of exchange/sale (see chapter 6, Section E).

When an insurance company makes cash payments to the government for loss or damage to government property, the funds must be deposited in Treasury as miscellaneous receipts. (65 Comp. Gen 431 (1985)).

When the insurance company takes possession of the vehicle, the VCO will complete the SF 126 in accordance with instructions provided in Attachment J, but will check "No" in Blocks 10 and 11. Block 16 (c) of SF 126 should clearly indicate that the vehicle was destroyed in an accident where the other party was at fault and there will be a cash settlement from an insurance firm.

If the insurance company does not take the vehicle as part of the settlement, disposal action on the vehicle will be handled as outlined in chapter 13 of this handbook.

CHAPTER 13

VEHICLE DISPOSALS

This chapter outlines the disposal process for DRO vehicles. All DRO vehicles eligible for disposal will be processed for sale by submitting an SF-126, Report of Property for Sale, to the HQ FICU. All sale proceeds are deposited in the DRO Exchange/Sale Fund. This fund is used as a general source of replacement vehicle funding and distributed in accordance with current allocation and replacement methodologies.

A. Disposal Criteria

Vehicles considered for disposal must meet the disposal criteria outlined below. This is also the same criteria used to determine replacement eligibility.

DRO MINIMUM VEHICLE REPLACEMENT CRITERIA

VEHICLE TYPE	MINIMUM AGE	or	MINIMUM MILEAGE
Sedans	5 Years	or	60,000 miles
Light Trucks (2X4, L T 12,500 lbs GVWR)	7 Years	or	60,000 miles
Detention Vans	7 Years	or	100,000 miles
Light Trucks (4X4, L T 12,500 lbs GVWR)	7 Years	or	60,000 miles
Detention Vans	7 Years	or	100,000 miles
Buses			
Mid-range	12 years	or	280,000 miles
Long-range	15 years	or	500,000 miles

B. Preparation for Disposal

Instructions for the completion of SF-126 are contained in Attachment H. If the vehicle reported on the SF-126 was considered "totaled" in an accident, a memorandum from the Office of the Principal Legal Advisor (OPLA) must be attached stating that the vehicle is no longer needed as evidence in pending legal action. Also, a signed and completed copy of DHS-200.2 required by the Personal Property Management handbook must be attached to the SF 126. Once the SF 126 has been prepared, it will be forwarded to the local approving official for signature. After signature, the completed form will be forwarded to the VCO for processing.

C. Processing the SF-126

The VCO will review each SF-126 for completeness and to assure the vehicle(s) reported for disposal meet the replacement/disposal criteria. The Property Custodian is responsible for changing the status code in SUNFLOWER.

- If the vehicle is to be sold by GSA, the VCO will forward the original SF-126 to HQ Vehicle Disposal Coordinator who will forward it to Shared Services for processing.
- If the local office has requested small-lot or negotiated sale authority, the VCO will notify GSA of the intent to conduct this sale by forwarding a copy of the SF-126 with a cover letter. The VCO will also forward a memorandum to the local field office with instructions on conducting this sale.

D. GSA Sales

Typically, the GSA sale process takes between 90 to 120 days. GSA schedules the sale, prepares advertisements, notifies local field offices of the date and time of inspection by potential bidders, conducts the sale, awards the property to the highest bidder, issues a sales receipt, and confirms with the local office that the vehicle has been removed. A service fee is collected by GSA for each vehicle they. This service fee is collected directly from the proceeds of the sale.

E. Field Office Sales (NEGOTIATED SALE)

If GSA is unable to sell a vehicle a cover memorandum will be forwarded to the HQ FICU Disposal Coordinator returning the vehicle back to owning agency for disposition. The HQ FICU Disposal Coordinator will then authorize the Field Office to conduct a negotiated sale. Upon completion of a sale, the Field Office will forward a copy of all documents to the HQ FICU Disposal Coordinator. Upon the sale of the vehicle, the local field office will request a copy of the completed a SF-97 (Certificate to Obtain Title to a Vehicle) from the HQ FICU Disposal Coordinator. This document constitutes an official transfer of a vehicle from the custody of the U.S. government to the purchaser.

F. Disposal through Transfer

It is DRO policy to sell all vehicles and reinvest the sale proceeds toward the purchase of new vehicles. DRO-owned vehicles are not transferred to other local, state, or federal agencies unless:

- Requested transfer is approved by the respective Assistant Secretary;
- The Assistant Secretary certifies that the vehicle is excess to the organization and a replacement vehicle is not required; and

- The Assistant Secretary certifies that the transfer will not cause the office to fall beneath the authorized vehicle allocation level, based on the Vehicle Authorizing Document (VAD).

G. Disposal of a Commercial Lease Vehicle

Leased vehicles are to be returned to the lessor at the end of the leasing period. It is the responsibility of the VCO to dispose of the vehicle in SUNFLOWER.

H. Disposal in SUNFLOWER

The VCO must notify the PC who is responsible for changing the status (final event) of DRO-owned vehicles in SUNFLOWER. Once the sale information is received (either from GSA or the local field office), the PC will change the status code in SUNFLOWER to "8", Disposed.

CHAPTER 14

VEHICLE MANAGEMENT INFORMATION SYSTEM

The Vehicle Management Information System (**VMIS**) is an internet accessible, Windows-based, total fleet management program used to manage the asset and life-cycle of the DRO vehicle fleet. This software is the foundation of our fleet management program and along with services such as maintenance control, mileage and fuel tracking, vehicle disposal, vehicle retrofit and R&D allows the capturing of vehicle data required to make sound decisions on the future of the DRO fleet.

The Vehicle Management Information Center (**VMIC**) offers assistance to vehicle operators and vehicle control officers, issuing maintenance authorization numbers, recording retrofit issues requiring action and fleet questions needing answers. Retrofit issues must be reported to VMIC immediately to ensure a timely response. Vehicle safety issues that may place officers or detainees at risk must be reported to VMIC and HQ FICU.

Vehicle Management Information Center (VMIC) 1-877-GOV-FLEET * 1-877-468-3533

1. Why is it necessary to capture vehicle data?

- a. Asset accountability is required to meet Federal Property Management Regulations.
- b. Asset tracking supports situational awareness. Real-time information on asset capability, location and operational status ensures officer safety and is mission essential.
- c. Mileage data is a key element when evaluating the replacement of a vehicle. Accurate mileage is the first step to ensure a timely replacement.
- d. Maintenance records create a vehicle history that, when analyzed, can determine which vehicle best supports the required mission.

2. How do we capture vehicle data?

- a. Asset accountability is achieved at the time of procurement. Each vehicle is assigned a fleet number and an alternate number. The alternate number is the barcode number assigned by ICE, Office of Asset Management, Property Branch and recorded in the SUNFLOWER property management system.
- b. Asset tracking through telematics allows real-time oversight of DRO fleet resources. Vehicle location, mileage and operational status data are transmitted through a global positioning system (GPS) satellite modem installed in each vehicle. This data is interfaced with **VMIS** and Operational systems to meet mission requirements.

- c. Mileage data is captured when using the fleet credit card. Vehicle operators must ensure accurate odometer readings are entered at the pump prior to fueling. Mileage is also updated when a request to open a work order for repair or maintenance is called in to **VMIC**. Telematics will validate the odometer reading during interface.
- d. Maintenance records are generated when a vehicle requires preventive maintenance or repair. Vehicle Operators or VCOs must first call VMIC to request a work order number to initiate service. When the work is complete the invoice indicating the work order number is submitted back to VMIS to have the work order closed or completed. Over the life of a vehicle all combined work orders for a vehicle create a vehicle history.

Accessing System

The VCO, authorized by the FOD or his/her designee, will automatically be authorized access to VMIS. The approved VCO must contact the HQ Fleet Management Section to request a logon and password from UNICOR.

Secure Website

(b)(7)(E)

CHAPTER 15

DETENTION & REMOVAL VEHICLE TYPES

DRO has three basic vehicle types: Secure, Non-Secure and Special Purpose. Within each vehicle type there are several designs to meet the DRO mission.

SECURE TRANSPORT

Long-range Bus

Description: Long-range coach bus retrofit. Standard security screened interior with movable partition. 47 person capacity, equipped with lavatory.

Purpose: Long distances, long trip duration, high capacity.

Mid-range bus

Description: Mid-range coach bus retrofit. Standard security screened interior with movable partition. 44 person capacity, equipped with lavatory.

*Purpose: Shorter distances and shorter trip duration. Reduced passenger capacity.

Mid-range bus

Description: Rear and side loading retrofit 22 person capacity. Standard security screened interior. Vehicle and chassis similar to typical airport/rental car shuttle bus. Secure vehicle with an eight-person compartment, a twelve-person compartment, and a two-person compartment. Two-persons compartment contains a fold-up bench seat allowing for luggage/property storage.

*Purpose: Designed for local area operations such as airport or court runs. Ideal for offices where routine operations call for mixed count of officers and detainees, or when the detainee count routinely exceeds standard van capacity.

Mid-range bus - wheelchair accessible

Description: Maximum capacity is 18 persons, rear and side loading retrofit. Standard security screened interior. Vehicle and chassis similar to typical airport/rental car shuttle bus. Secure vehicle with one two-passenger compartment, one twelve-passenger compartment, and one compartment with fold-up bench seats allowing for either two wheelchair bound detainees, or five non-wheelchair bound detainees. One two-person compartment also has fold-up bench seat allowing for additional luggage/property storage.

*Purpose: Same as standard mid-range bus, adding space for two wheel-chair passengers. Versatility to accommodate one or two wheelchairs and a combination of additional escort officers, custody segregation or additional luggage/property space.

* The purpose for which a vehicle is designed may be adjusted by availability and mission requirements.

DETENTION VAN**13 Person Long-Bed Van with Insert**

Description: White long-bed cargo van, with a thirteen-person capacity, long-bed insert installed with a movable partition. Rear and side loading. Insert runs entire length of van.

Purpose: The insert package is a high security package designed for transporting new apprehensions where classification of background, security level, and/or health conditions, are unknowns. Officers cabin air independent of custody compartment. Ideal for shorter distances and trip duration. Easy loading and cleanup. Movable partition provides for custody and/or luggage segregation within insert.

13 Person Standard Van

Description: Standard thirteen-person white maxi-van with forward-facing vinyl bench seats with standard security screened package.

Purpose: For longer distances or trip duration where a standard security package and enhanced custody comfort is appropriate. For operations where custody segregation and officer-custody air separation is not a major issue. Appropriate for transporting of detainees whose backgrounds, security levels, and health conditions have been properly identified. The standard custody transport van has designs in 6, 10 or 13 person transport formats.

Standard Van, Non-Insert - Wheelchair Accessible

Description: Standard white maxi-van with forward-facing vinyl bench seats and Standard security screened package. Rear two bench seats are removed to allow for installation of rear loading wheelchair lift, wheelchair locking device, and wheelchair. Security screen installed behind bench seats. Allows for 7 persons, side loading only; and 1 wheelchair bound person, rear loading only. Rear compartment can be used for luggage and/or equipment when not transporting a wheelchair bound detainee. Security screen allows for separation of detainees from luggage/equipment.

Purpose: Versatility to accommodate one wheelchair and up to seven detainees or detainee segregation from large additional luggage/property space

Minivan - Secure Package

Description: Standard white mini-van with forward-facing bench seats with standard security screened package. Allows up to 5 detainees.

Purpose: Smaller transport vehicle with lower capacity. Ideal for offices where a smaller vehicle is conducive to operating area.

NON-SECURE

Vehicles designed to be a fully functional to meet the law enforcement mission (b)(7)(E)
(b)(7)(E)

SPECIAL PURPOSE

Mobile Processing Vehicle (MPV) - designed for the processing of detainees. Complete with 5 workstations, secure waiting area, communications and fully equipped workstations for processing detainees.

Command/Control Vehicle (CCV) - designed as a mobile office for command and control and equipped with 3 computer ready work areas, conference area, satellite telephone and television.

Firearms Transport - These vehicles are a modular design, on a pickup truck platform, capable of (b)(7)(E)
(b)(7)(E)

Mobile Vehicle Maintenance - These trucks are designed to support operations where large numbers of vehicle resources are required to execute the mission. They are equipped to maintain, repair and fuel any vehicle in DRO's fleet on-site.

Facility Maintenance - These are various vehicle types designed to maintain facility operations. This would include, but not limited to: fire trucks, building maintenance trucks, tractors, trailers, articulating boom lifts, water trucks, bulldozers and dump trucks.

Food Service - These vehicles are designed to transport food in a hot or cold sanitary environment.

CHAPTER 16

VEHICLE BRANDING

Permanent or temporary affixing of Agency identifiers to a vehicle or equipment is referred to as "Branding". All Branding must comply with the Department of Homeland Security Vehicle Guidelines, dated March 2005. These guidelines identify the correct usage of DHS visual elements - the seal and signature, color palette and typography meant to ensure consistent reproduction and application to all DHS vehicles and equipment.

Branding Types

Permanent Branding - professionally decaled or painted Agency identifiers designed not to be removed. Typically required for vehicles to access airport tarmacs or secure areas, permanent branding is primarily used on secure transport buses and vans routinely accessing these areas.

Temporary Branding - magnetic identifiers, or otherwise designed to be removed. Temporary branding is used when required to establish Agency identity on vehicles aimed at maintaining anonymity for normal operations.

Requesting and Branding DRO Vehicles

Existing Vehicles

- Call VMIC 1-877-GOV-Fleet (1-877-468-3533), with fleet number of the vehicle requiring branding to open a work order
- Specify temporary or permanent branding kit(s)
- Identify where and who will receive the kit(s)
- Have kit professionally installed on vehicle
- Fax installation receipt to VMIC to close the work order

New Vehicles

- Specify branding on enhancement/replacement vehicle orders

Branding Requirements

- Minimum of 50% of all detention vehicles within a Field Office's AOR will be branded unless otherwise authorized by the DRO Director.
- Each Field Office will have a minimum of 4 white, branded, caged sedans and/or SUV (police cars) with appropriate police package and overhead light bar.
- Field Offices will account for all official seals and signatures used for temporary branding and generate a Significant Incident Report (SIR) when lost or stolen.

CHAPTER 17

VEHICLE TELEMATICS

Vehicle Telematics

General

"Vehicle Telematics" refers to automobile systems combining global positioning satellite (GPS) tracking and other wireless communications relying on telecommunications systems to transmit data.

The overarching goal of vehicle telematics is to provide an emergency response system in which the push of a button initiates a flow of valuable, real-time information about an incident and generates a faster and more effective response than otherwise possible.

DRO will analyze the data retrieved from these sources to identifying patterns and trends to improve our field operations. Data from vehicle telematics will not be used to gather vehicle-operator behavioral information except in cases involving a formal investigation of an employee.

Purpose

DRO employs the use of vehicle telematics services for the purposes below.

1. Operator safety: Two-way satellite text messaging allows operators to report vehicle or situational emergencies. Vehicle tracking facilitates an expedited response.
2. Remote diagnostics and fleet-management data recovery: The interface with the on-board computer enables routine vehicle diagnostic checks and maintenance operations, eliminating the need for certain scheduled service requirements. Remote diagnostics detects and reports faulty conditions and alerts if unexpected maintenance is required and also updates odometer readings.
3. Situational awareness support: Telematics provides real-time resource-tracking to enhance the planning and execution of law enforcement operations.
4. Asset Management: Telematics provides enhanced vehicle accountability to support annual inventory reconciliation.

Responsibilities

1. HQ Fleet, Inventory, and Communications Unit (FICU)

- Oversees and administers telematics program and device installation in all fleet vehicles, maintaining service and installation contracts.
- Remotely monitors operational readiness of installed telematics components.
- Authorizes and issues user-IDs.
- Generates operational reports.
- Conducts operational analysis.
- Advises Management on corrective action.

2. FOD

- Enforces compliance with vehicle telematics policy
- Makes Field Office vehicles available for device installation and repair.

3. Field Office Supervisor

- Inform vehicle operators with the rationale and benefits of telematics.
- Holds vehicle operators accountable for compliance with vehicle safety.
- Provides vehicle operators with telematics equipment training.
- Requires timely reporting of mechanical problems and damage.

4. Vehicle Operator

- Maintains vehicle telematics in good working order and provides timely reporting of malfunctions.
- Does not tamper with or attempt to repair a technical problems or malfunctions.

Office of the Chief Financial Officer

***Office of Asset Administration,
Property Branch***

Personal Property Operations Handbook

March 2011



**U.S. Immigration
and Customs
Enforcement**

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Foreword

The issuance of this Personal Property Operations Handbook (PPOH) is to provide procedures, guidelines, and instructions for the management of personal property into a single operating handbook. The Office of Asset Administration (OAA) and the Property Branch, in conjunction with Program Office personnel, reviewed property management activities at ICE and other organizations in an effort to bring forth best practices in property management.

The objectives of this handbook are two-fold:

1. Document the standard processes and procedures for the management of personal property.
2. Provide guidance and instruction to individuals who work with personal property directly, indirectly, or collaterally. Personnel working with personal property need access to this handbook, and it is anticipated that this guidebook will improve accountability and control of personal property organization-wide.

In order to keep this handbook current and up-to-date, comments and recommendations are encouraged to be forwarded to the OAA, Property Branch.

(b)(6),(b)(7)(C)

Director (Acting), Office of Asset Administration
Property Management Officer

16 March 2011

Date

Chapter 1

1. INTRODUCTION

U.S. Immigration and Customs Enforcement (ICE) currently accounts for tens of thousands of individual items of personal property which are deployed throughout five continents. For ICE to effectively perform its mission, this property must be readily available to ICE personnel when needed, while at the same time providing the government and the taxpayer with the best possible return on investment. Successfully accomplishing this twofold goal requires a robust property management program that coordinates people, procedural guidance, and systems throughout the property's lifecycle. The lifecycle, which can be broken into many components, can be broadly summarized into three primary phases: acquisition, utilization, and disposal. This handbook provides procedural guidance and personnel responsibilities for the components of the lifecycle.

1.1 The Purpose of this Handbook

This document establishes the processes and procedures for the ICE Property Management Program. These procedures are designed to provide guidance for activities related to the physical and financial control of personal property and are intended to:

- Provide standard guidance for asset management activities throughout the property lifecycle
- Clarify responsibilities for personnel regarding asset management duties
- Outline the authorizing guidance and documents for personal property

All existing and future handbooks and standard operating procedures (SOPs) related to personal property must comply with the procedures set forth in this document and related authorities. Programs may issue additional handbooks and SOPs that provide more detailed guidance for the management of personal property as long as they are in keeping with the purpose and structure of the procedural steps defined in this document.

1.2 Procedural Authority

The management of ICE property is subject to an authoritative hierarchy. All subordinate guidance must conform to those above it. Subordinate guidance can be more restrictive and detailed than those above it, but cannot detract from or contradict superior authority. If there is conflict, the higher level of guidance takes precedence. The hierarchy includes:

- Federal laws, statutes, and regulations
- Executive orders and OMB circulars
- Government-wide policies
- DHS management directives
- ICE procedures and instructions including this handbook
- ICE department specific policies and procedures

1.3 Scope

The procedures provided in this document apply to ICE employees, contractors, and all personnel who handle or have responsibility for personal property. All personal property meeting the criteria below must be tracked in the Sunflower Asset Management System (Sunflower), the official personal property management system for ICE. All property not meeting the following criteria must be recorded and tracked in an appropriate system, and must be reported to the OAA Property Branch for accountability purposes. An example of an appropriate tracking system is an Excel spreadsheet documenting the asset's Serial Number, Make, Model, etc.

Assets that must be recorded in Sunflower:

- Automated data processing equipment (ADPE) with non-volatile memory (i.e. computer equipment that can store data) or contains removable data storage device
- Vehicles
- Sensitive equipment
- Leased assets where the lease term is 6 months or longer and the asset meets another criteria for entry into Sunflower
- Other personal property with an initial acquisition value of \$5,000 and above
- Additional asset types may be added to meet changing requirements

Exceptions are provided for the following equipment meeting above criteria:

(b)(7)(E)

- The Office of Professional Responsibility (OPR) is responsible for Technical Investigative Equipment (TIE). These assets will be recorded and tracked in the TIE system.

Regardless of the property's cost or whether it meets Sunflower criteria, ICE Program Offices must develop and maintain internal controls that provide reasonable assurance that **all property** is managed in accordance with federal laws, regulations, and DHS and ICE policy. All asset records must be maintained by the responsible Programs and reports must be provided to the ICE Property Branch when requested. Examples of such reports may include annual inventory reports, monthly reports of survey, and property in the hands of contractors. Every Program must have procedures in place to ensure that all property is properly acquired, recorded, maintained, disposed of, and reported regardless of whether the asset must be recorded in Sunflower. ICE personnel and contractors are to exercise personal initiative and sound business judgment in ensuring that ICE property is managed in a manner that is in accordance with the

best interest of the Federal Government, ICE, and the taxpayer. Specific guidance is provided in the chapter regarding the disposition of personal property.

While most of the information contained in this handbook can be applied to all personal property, its primary focus is on those assets meeting the criteria for adding to Sunflower as stated above. For guidance concerning personal property not meeting the above criteria, please see the following:

Furniture	CFR 41 101-25.404
Small office equipment and supplies	CFR 41 101-25.302
Software	Federal Accounting Standards Advisory Board, Statement of Federal Financial Accounting Standards (SFFAS) No. 10, <i>Accounting for Internal Use Software</i>

1.4 Authorities

- Public Law 101-576, Chief Financial Officers Act of 1990, as amended
- Public Law 102-393, Treasury, Postal Service and General Government Appropriations Act
- 5 United States Code (U.S.C.) § 7342, Receipt and Disposition of Foreign Gifts and Decorations
- 31 Code of Federal Regulations (C.F.R.) § 0.203, Gifts or Gratuities from Foreign Governments
- 41 C.F.R. Chapter 101, Federal Property Management Regulations (FPMR)
- 41 C.F.R. Chapter 102, Federal Management Regulation (FMR)
- 41 C.F.R. Chapter 102-34 Motor Vehicle Management
- Statement of Federal Financial Accounting Standards (SFFAS) # 3, Accounting for Inventory and Related Property
- Statement of Federal Financial Accounting Standards (SFFAS) # 6, Accounting for Property, Plant and Equipment
- DHS MD 0550.1, Records Management Handbook, Version 2 January 2005
- DHS MD 0560, Real Property Management Program
- DHS MD 0565, Personal Property Management Directive
- DHS MD 1120, Capitalization and Inventory of Personal Property
- National Archives and Records Administration General Records Schedules at <http://www.archives.gov/records-mgmt/ardor/>
- U.S. Department of Treasury Financial Manual (TFM)
- GSA SmartPay® 2 dated October 15, 2008
- OMB Circular A-123, Management's Responsibility for Internal Control
- Executive Order 12999 dated April 17, 1996, entitled "Educational Technology: Ensuring Opportunity for all Children in the Next Century"
- Office of National Drug Control Policy (ONDCP) High Intensity Drug Trafficking Area (HIDTA) Program Policy and Budget Guidance, effective date October 1, 2009

Chapter 2

2. ROLES AND RESPONSIBILITIES

2.1 Property Management Officer (PMO):

The ICE PMO is the Director of OAA within the Office of the Chief Financial Officer. The PMO has oversight on all personal property within ICE, and makes the final decision on when and how the annual inventory is conducted. The PMO also certifies and signs off on ICE's overall inventory. The PMO's responsibilities include:

- Ensuring compliance with internal policies and Government-wide regulations regarding the functions of planning for property needs, and the acquisition, receipt, accountability, utilization, distribution, management, and disposal of ICE property.
- Ensuring that Accountable Property Officers (APOs) are designated in writing and are offered proper guidance and/or training to effectively perform personal property management duties.
- Ensuring that all assets are tracked, accounted for, and correctly reported as necessary. This includes assets meeting Sunflower criteria as well as assets that do not meet the Sunflower criteria but fall within the scope of OAA's accountability. Examples include Tech Ops assets, Firearms, and TIE.

2.2 Property Branch:

The Property Branch administers and oversees the management of personal property at ICE. It also establishes ICE property management systems, automation, and policies; and exercises compliance oversight for all ICE personal property, including audits and evaluations. In addition, the Property Branch initiates, monitors, and reconciles ICE inventories of personal property. The responsibilities of the Property Branch include those assets not recorded in Sunflower such as those managed by NFFTU, OPR or HSI (see Section 1.3 Scope). The status of all of these assets must be recorded in an adequate property management system and must be reported to ICE Property Branch. Property Branch responsibilities include:

- Serving as the liaison between DHS and ICE.
- Administering and coordinating personal property management for ICE.
- Establishing ICE property management systems, processes, procedures, and policies.
- Establishing an internal control system to exercise compliance oversight for all ICE personal property.
- Identifying items required to be tracked in property management systems.

- Ensuring the annual physical inventory of all property meeting the criteria set out in Section 1.3 is completed in a timely and accurate manner, and that property records are reconciled. The annual inventory of assets identified as exceptions in Section 1.3 may be completed by the responsible organization but the results must still be submitted to the Property Branch.
- Ensuring annual property reports are prepared in accordance with DHS requirements.
- Coordinating with OPR to provide guidance during inspections to ensure property is being used effectively and is being adequately safeguarded.
- Monitoring the ICE decentralized inventories of personal property, including reconciliation of capitalized assets.
- Providing personal property inventory reports, guidance and assistance to APOs and PCs/LPCs, as required, for the purpose of conducting physical validation.
- Assembling and providing technical assistance to the National Board of Survey, including information pertaining to the acquisition, use, value, age, and accountability of the property involved.
- Evaluating compliance with property policies and procedures and implementing actions to improve property accountability.
- Establishing internal controls and working with local offices to record locally acquired assets meeting the Sunflower thresholds (mandatory tracking requirements) are recorded in the personal property system.
- Ensuring that proper training is available for HPPMs, and PCs/LPC.
- Providing technical advice to personnel to assist them in performing personal property management duties and responsibilities.
- The Property Management Continuous Assessment Program (PMCAP) team provides hands-on customer support on a continuous basis to ensure that ICE's property personnel are provided with the tools and resources needed to enable them to successfully carry out their property management duties through monthly site assessment visits. The program is focused on working with the local office's Property Custodian, including the Vehicle Control Officer/Fleet personnel and Inventory Takers (if needed) to assess the location's current state of property management, and provide support and recommendation on how to improve property management at the site to ensure that:
 - All locations will be prepared for an OPR Management Inspection or financial audit by ICE independent auditors.
 - Improvement of Property Management functions and data.

- All locations will be prepared to successfully complete the Annual Physical Inventory requirements, which includes the reduction or prevention of items reported as missing.
- Overall streamlining and standardization of property management across ICE.

2.3 Accountable Property Officer (APO):

An APO is a Program Management-designated employee whose primary property responsibility is to assure the timely and effective execution of property management programs and operations. This position is assigned based on Program Role/Title. The APO may also be an Executive Associate Director (EAD), Assistant Director (AD), or an Administrative Officer.

The APO is responsible and accountable for personal property within their jurisdiction or office. This includes providing proper documentation on all transactions, assigning personnel to conduct inventories, and submitting ROSs and inventories through their respective HPPM. The APOs ultimate responsibility for personal property may not be delegated. Signature authority can be delegated only when the APO has appointed an official Acting APO due to the APO's approved absence. APO responsibilities include:

- Ensuring that their Program(s) comply with property management regulations.
- Ensuring that Headquarters Program Property Managers (HPPMs), Property Custodians (PCs), and Local Property Custodians (LPCs) are offered proper guidance and/or training to effectively perform personal property management duties.
- Ensuring that PCs, LPCs, and Inventory Takers are assigned in writing and designating employees to conduct physical inventories.
- Creating local processes, procedures, and internal controls for the management of all property and communicating them to HPPMs and PCs/LPCs.
- Notifying the Property Branch of any designated HPPM changes within thirty days in writing.
- Verifying and signing off on inventory accuracy by submitting inventory certification forms and Reports of Survey to their HPPM, who forwards them to the Property Branch.
- Providing technical assistance to the Boards of Survey, including information pertaining to the acquisition, use, value, age, and accountability of the property involved.
- Providing sufficient resources to carry out property management functions.

2.4 National Utilization Officer (NUO):

NUOs represent federal agencies and provide approval for user accessibility to the Federal Disposal System (FEDS). Each DHS component is required to designate a single NUO, whose

duties consist of broad responsibilities related to the utilization of property. ICE NOU is designated by the Property Management Branch Chief and the responsibilities include:

- Monitoring and tracking all excess property leaving ICE.
- Serving as a liaison between ICE and the General Services Administration (GSA).
- Providing approval for user access to GSAXcess.
- Providing guidance on the excess process.
- Tracking the utilization of assets in Sunflower by Program Offices so that underutilized assets are redistributed or excessed.

2.5 Boards of Survey (BOS):

BOSs are convened to review circumstances surrounding lost, stolen, or damaged personal property in order to determine the final disposition of the asset and the degree of responsibility. All Users and PCs are held accountable for lost, damaged, or destroyed property until final recommendations are provided by the BOS.

National Board of Survey (NBOS) representatives are chosen by the NBOS Chairperson (GS-15), and must be a grade of GS-13 or above. The committee investigates incidences when any of the following apply:

- The assets are Capitalized Assets
- The APO is the responsible party
- Cases due to willful intent or negligence
- A significant number of lost, damaged, or stolen assets

All Boards of Survey are responsible for:

- Reviewing ROS, recommending actions to EL&R, and authorizing relief of inventory accountability if the property is on inventory.
 - In cases where relief is not appropriate, issues are referred to the NBOS
- Overseeing the integrity of ICE's asset management with respect to Lost, Damaged, or Destroyed assets.
- Conducting prompt, objective, and comprehensive reviews into the circumstances and root causes involving lost, stolen, or damaged government personal property, including the presentation of all written information and testimony applicable to the incident.
- Submitting recommendations to the APO, consistent with the circumstances and findings of the ROS.

- Overseeing alternative mechanisms, such as an internal review, which when conducted by OPR, may substitute for a BOS investigation provided that the alternative mechanism includes a comprehensive review and a specific finding holding or relieving the party of responsibility.
- Forwarding ROS to OPR and EL&R when appropriate

2.6 Headquarters Program Property Manager (HPPM):

HPPMs, who are designated in writing by ICE Headquarters Program Office EADs or ADs, have oversight for their area of jurisdiction to ensure an accurate accounting of all program property. Serving as liaisons between Programs and the Property Branch, HPPMs coordinate property matters, and shall be the Subject Matter Experts for their respective Programs. HPPM responsibilities include:

- Overseeing and administering property management responsibilities.
- Ensuring that offices comply with established deadlines for inventory, recording property transactions, and reporting.
- Serving as the first-level of property management support to PCs.
- Facilitating, coordinating, and compiling supporting documentation for property transactions upon request.
- Verifying the accuracy of supporting documentation before submission to the Property Branch.
- Submitting monthly ROS, including negative reports (reporting that there are no ROS) to the Property Branch.
- Ensuring that property personnel are aware of and register for required property management training.
- Monitoring and managing their Program's personal property inventory.
- Ensuring timely maintenance of property records for transactions including acquisitions, transfers, and disposals of personal property.
- Performing quality assurance reviews of property records.
- Disseminating property related communications within their program.
- Disseminating and reinforcing all communication sent from the Property Branch to Program Offices.

2.7 Property Custodian (PC):

PCs are appointed by the APO in writing (see Appendix A: Designation Letter). The PC may be delegated certain responsibilities of the APO. However, the APO may not delegate ultimate responsibility for the personal property program or signature authority. PCs are responsible for the accountability and safeguarding of all property, as well as the completeness and accuracy of the information recorded in Sunflower. Because of the organizational size and structure of some Programs, the PC may be required to perform multiple responsibilities, not limited to property management.

Larger Programs may have more than one PC. In these cases, the APO must designate a primary PC as the one ultimately responsible for the property within his/her jurisdiction. This PC must also be specified in the Sunflower record. Responsibilities of the PC include:

- Communicating with other property personnel as required.
- Maintaining current records for property within their assigned custodial area.
- Initiating or processing documents affecting the accountability or custody of equipment.
- Maintaining oversight over the authorized use and proper care and protection of the property.
- Reporting lost, stolen, or damaged property beyond normal wear and tear.
- Disposing of excess property in a timely manner.
- Ensuring complete and accurate data entry into ICE's personal property management system.
- Ensuring federal or local security officials are notified by the involved employee, as appropriate, of adverse incidents relating to the loss or theft of personal property, and preparing related documentation, including the ROS.
- Ensuring the involved employee prepares and coordinates a ROS to document incidents regarding loss, theft, or damage of personal property.
- Serving as a technical advisor to the PMO, APO, and BOS, and providing assistance as required.
- Retaining documentation to support the audit trail for all acquisitions, transfers, and disposition activity.
- Providing instructions and oversight for the Inventory Team and inventory activities.

- Locking and securing all assets not in use but under his/her steward code in a location to which only authorized ICE employees have access.
- Responsible for daily record maintenance of accountable records for their assigned area of accountability

2.8 Local Property Custodian (LPC):

An LPC is appointed by the APO. LPC responsibilities may vary and are based on the structure of the individual Program. The LPC is similar to the PC in that they accomplish day-to-day functions typically associated with the property. The LPC can be delegated most of the PC's responsibilities, but the PC maintains ultimate responsibility for the property and must be listed as the Custodian in Sunflower. Responsibilities of the LPC include:

- Performing the same functions as the PC for a specific geographic segment of a Program Office's inventory.

2.9 ICE Employees/Contract Employees:

Employees must act in a reasonable and prudent manner to properly use, care for, and safeguard all Government property. This applies to all Government property issued to, acquired for, or assigned to the personal custody of an employee with or without a receipt.

- Maintaining security and custody of ICE assets.
- Reporting all lost, stolen, and damaged assets immediately as an event occurs.
 - If an item with Personal Identifiable Information (PII) on it such as a laptop, Blackberry, or thumb drive is lost or stolen, employees or contractors shall immediately report it to the ICE Service Desk at 1-888-347-7762 (303-404-6299 if you are outside the continental United States), to their supervisor and to their Property Custodian.
- Reporting all changes in assets they are assigned to their PC for the specific custodial area the asset resides in, including assets that are no longer needed.
- Reporting all assets in his/her possession for accurate recording on his/her property card.
- Alerting PCs/LPCs when acquiring property with a purchase card.
- Ensuring a signature is present on the G-570 (see Appendix C Forms) listing all the assets assigned.
- Notifying the PC and ensuring that accountability of assets is transferred when leaving an area of accountability.

Chapter 3

3. HQ ACQUISITION PLANNING

OVERVIEW

Having visibility into planned acquisitions will assist personnel with property responsibilities, both at the program and ICE Headquarters (HQ) level, to better record, manage, and report accountable assets. Visibility includes the review of high level plans for property acquisitions during the budgeting process as well as periodic monitoring of how Programs are executing planned acquisitions.

PROCEDURES

3.1 Spend Plan Reviews

- 1) Program Offices determine what acquisition needs they will have for the following fiscal year and create a detailed listing of assets they plan to acquire. The listing should include descriptions of major individual assets and significant bulk purchases of less expensive assets.
- 2) The Headquarters Program Office's designated budget official forwards the Program Office's detailed Spend Plan, broken out for each property class code, to the Office of Budget, Property Branch Chief, and the Program property personnel.
- 3) The Property Branch reviews the finalized Spend Plans' Property, Plant & Equipment (PP&E) line item, 3100 series, for significant property acquisitions and requests additional details from the Program Offices as necessary.
- 4) The Property Branch prepares a planned acquisition report for significant acquisitions based on information provided in the Program Spend Plans.
- 5) APOs review the report and discuss possible areas of integration with OAA to reduce duplicative acquisitions.

3.2 Budget Execution and Monitoring

- 1) The Budget Office notifies OAA of any budget execution meetings that are to take place.
- 2) OAA periodically attends the budget execution meetings to ascertain when significant property acquisitions will occur and requests updates on significant revisions to the spend plans from the Budget Office or Programs.
- 3) The Program's budget personnel disseminate any updates concerning planned acquisition information to the APOs. The report contains information concerning large, similar,

overlapping, and potentially complementary acquisition requests. HPPMs should be informed on managed asset procurements, along with the respective PC/LPCs

- 4) APOs file the planned acquisition information and should ensure the HPPM and the respective PC/LPC has incoming asset information when needed.
- 5) The OCFO Office of Budget and Payroll (OBP) monitors significant discrepancies between planned and actual acquisitions and reviews when necessary.

Chapter 4

4. ACQUIRING PERSONAL PROPERTY

OVERVIEW

ICE personnel acquire assets through several methods, including excess, procurement, purchase cards, leasing, forfeitures, and exchange/sale or trade-in. When acquiring property, program personnel should consider the method most advantageous to ICE and the taxpayer. Whenever possible, acquiring excess property should be considered the preferred method as it allows the government to obtain the best return on investment. Following the acquisition process is critical for making ICE's property records and reports complete, accurate, and supportable.

PROCEDURES

4.1 Determination of Need for an Asset

- 1) Upon recognizing the need for an asset, the Requestor, any employee who needs a particular item of property, provides the Approving Official, an individual within a program office designated with the authority to approve property requests, with a clearly defined statement or description of the item(s) needed as well as a justification for the acquisition. The justification includes:
 - A statement of whether or not the items are for replacement;
 - The impact the acquisition will have on program efficiency;
 - The date by which items must be acquired; and
 - The grade of the employee for whom the item is being acquired if the asset is furniture. For more information see GSA Federal Supply Schedule (71, Part II, Section K) offering services to support agencies with furnishing service needs.
- 2) The Approving Official reviews the request description and justification and determines if the acquisition is needed. Once the request is approved, the Approving Official requests that the PC/LPC verify whether excess property is available to fill the need.

4.1.1 Acquiring Excess Property

Once the need for a personal property item has been identified, the first source of acquisition that will be considered is excess property within ICE and DHS. Whenever possible, user needs shall be satisfied through idle, inactive, or excess assets redistributed within ICE or between other agencies to eliminate unnecessary costs. Verification of an excess search is satisfied by completing the Certificate of Excess Screening (see Appendix C Forms). (**Note: This form is currently under review from ICE OPLA and Privacy for formal forms approval process**)

In acquiring inactive or excess assets, consideration must be given to a variety of factors including:

- Transportation costs
- Age

- Condition
- Compatibility with existing ICE standards for use
- Rehabilitation costs
- The degree and duration of the need

4.1.2 Screening for Excess within ICE or DHS

- 1) The Requestor, through their respective PC/LPC, searches first for excess property available within ICE and then DHS.
- 2) The Requestor, through their respective PC/LPC, uses the Asset Search screen in Sunflower Management module to search for property designated as “Excess” within ICE or DHS.
- 3) The Requestor, through their respective PC/LPC, also coordinates with the ICE NUO through their HPPM to locate excess property at other DHS components that is not recorded in Sunflower.
- 4) When selecting a suitable excess asset, preference should be given to property available within ICE.

4.1.3 Acquiring Excess Assets from within ICE

- 1) If excess assets are available within ICE, the PC/LPC for the requesting office (Receiving PC/LPC) contacts the PC/LPC currently responsible for the asset (Transferring PC/LPC).
- 2) The Receiving PC/LPC provides the Transferring PC/LPC with the appropriate contact and shipping information.
- 3) The Transferring PC/LPC initiates the transfer in Sunflower, updating the PC/LPC, Location, and Steward Code in Sunflower.
- 4) The Transferring PC/LPC fills out the “G-504: Report of Property Shipped/Received” which can be found in the Property Branch Forms section of ICE intranet at <https://intranet.ice.dhs.gov/cfo/sites/OAA/pmb>. The following information is necessary to complete the G-504 (see Appendix C Forms):
 - Contact information for both the receiving and transferring offices
 - Type of transfer
 - Date transfer approved
 - Signature of Authorized Official
 - Asset details
 - Item Number: This is the number of each item as listed on the G-504 when multiple assets are listed. The first asset listed would have an item number of ‘1.’, the second asset would have an item number of ‘2.’, etc.

- Description: This is a description of the type of item being transferred. It includes information on the manufacturer and model of the item.
 - Barcode Number: This is the ICE identification number assigned to the asset and used to track the asset within the agency.
 - Serial Number: This is the vendor identification number assigned to the asset upon creation.
 - Unit of Issue: This is the quantity of assets being transferred.
 - Original Cost: This is the initial cost of the asset to the present owner; and
 - Date: This is the date the asset was shipped and includes the signature and title of the shipping officer.
- 5) The Transferring PC/LPC sends the G-504 to the Receiving PC/LPC for signature along with the asset. The requesting office pays any costs associated with transferring the asset including any shipping and handling fees.
 - 6) The Receiving PC/LPC follows procedures for receiving the asset before accepting the transfer (see Chapter 5 Receiving and Barcode Labeling).
 - 7) After receiving the asset, the Receiving PC/LPC:
 - Signs the G-504 and returns the original copy to the Transferring PC/LPC within 5 days; and maintains a copy for his/her documentation
 - Accepts the transfer in Sunflower when appropriate.
 - Updates the location, User, PC, etc. in Sunflower.
 - Scans and uploads the signed G-504 to the record in Sunflower.

4.1.4 Acquiring Excess Assets from Other DHS Components

- 1) If excess assets are available within DHS, the Transferring PC/LPC prepares a DHS 560-3 Property Receipt (see Appendix C Forms) and forwards it, along with the asset, to the Receiving PC/LPC for signature. The requesting office pays any costs associated with transferring the asset including any shipping and/or handling fees.
- 2) The Receiving PC/LPC signs the DHS 560-3, retains a copy, and returns the original to the Transferring PC/LPC within 5 days.
- 3) The Receiving PC/LPC follows procedures for receiving the asset before placing the property into service (see Chapter 5 Receiving and Barcode Labeling).
- 4) If the transferring component uses Sunflower, the ICE Property Branch transfers the asset in Sunflower (see Chapter 11 Disposal). Program Offices cannot accept Sunflower records transferred from other DHS components. The ICE Property Branch must accept the DHS component Sunflower record transfer on behalf of the ICE Program Office. Once accepted, the Program Office PC/LPC must review and update the record as necessary.

- 5) If the transferring component does not use Sunflower, the Transferring PC/LPC final events the record in the component's respective asset management system to conclude the transfer. The Receiving PC/LPC creates a new record to enter the asset in Sunflower (see Chapter 6 Creating Property Records).

4.1.5 Acquiring Excess Property from Other Federal Agencies

If suitable excess property is not available within ICE or DHS, the PC/LPC initiates a search for excess assets at Federal agencies outside of DHS by searching GSAXcess (www.gsaxcess.gov).

- GSAXcess is the General Services Administration's (GSA) electronic information system that can be accessed by customers 24 hours a day. It offers an on-line inquiry capability into GSA's nationwide inventory of excess/surplus property by national stock number (NSN) or Federal Supply Class (FSC) to determine availability of specific items of property. For access to GSAXcess, contact the ICE NUO as listed on the OCFO/OAA/Property Branch Website at <https://intranet.ice.dhs.gov/cfo/sites/OAA/pmb>.
- 1) If the PC/LPC locates a suitable excess asset at another Federal agency, the PC/LPC notifies the APO and requests approval to request the property.
 - 2) Upon APO approval, the PC/LPC requests the property through GSAXcess.
 - 3) The GSA Area Property Officer (APO), in the region where the property is located, reviews and allocates the property normally on a first come, first serve basis.
 - 4) If the GSA APO approves the transaction, the GSA APO emails or faxes an electronic SF-122 GSA Transfer Order Excess Personal Property form (see Appendix C Forms) to the Receiving PC/LPC for approval.
 - 5) The Receiving PC/LPC signs the SF-122 and returns the form to the GSA APO.
 - 6) The GSA APO requisitions the property and faxes an approved SF-122 to the PC/LPC at both the receiving and transferring agency.
 - 7) The Receiving PC/LPC contacts the Transferring PC/LPC to coordinate the transfer.
 - 8) The Transferring PC/LPC sends the asset to the Receiving PC/LPC. The receiving agency pays any costs associated with transferring the asset, including any shipping and/or handling fees.
 - 9) The Receiving PC/LPC follows proper procedures for receiving the asset before placing the property into service (see Chapter 5 Receiving and Barcode Labeling Property).
 - 10) The Receiving PC/LPC records the acquisition in Sunflower as appropriate (see Chapter 11 Disposal).

- 11) If the PC/LPC cannot find suitable excess assets at another Federal agency, the receiving agency determines what other means should be used to acquire the asset (*e.g.*, procurement purchase, PCard purchase, rental/lease, transfer, loan, etc.).

4.2 Purchasing

Upon determining that excess property cannot fill the requirement to obtain property, the requesting office completes a Certificate of Excess Screening form, and assesses which other method of acquisition is most appropriate. If the requesting office determines purchasing is the best means of acquisition, it completes the purchase via procurement or purchase card (PCard). Please note that personal computers and laptops are not to be acquired through PCards. Both methods require a demonstration or certification that both authority and funds exist to acquire the property.

4.2.1 Acquiring Property through Procurement

- 1) The requestor shall require the vendor to complete a listing of assets provided in the contract for orders of more than 25 assets. This listing, preferably an excel spreadsheet, will contain descriptions, serial numbers, costs, steward codes, shipping dates, physical addresses, obligation numbers, and any other pertinent information such as the delivery address and name of recipient. Program Offices must forward a copy of this spreadsheet to OAA and the PC.
- 2) The Program Office requesting the asset prepares a G-514 (see Appendix C Forms) requisition in the Federal Financial Management System (FFMS), certifies that funds are available for the proposed acquisition, and approves the G-514. For additional information on the requisition process, please review [ICECAP.08.03 Preparing a Request to Purchase Supplies and Services](#) available on the Office of Acquisition's (OAQ) intranet page at <http://intranet.ice.dhs.gov/sites/oaq/resource-center/>.
- 3) Once the G-514 is approved, the OAQ Obligation Team will enter the requisition/commitment into PRISM and FFMS then prepare an obligation for entry into FFMS. This involves coordinating with the Contracting Officer (CO) to prepare a contract for the acquisition and generating a purchase order, or any documentation of purchase. For additional information on the obligation process, please review [ICECAP.08.13 Preparing a request to Purchase Supplies and Services](#) available on OAQ's intranet page at <http://intranet.ice.dhs.gov/sites/oaq/resource-center/>.
- 4) The CO forwards the purchase order from OAQ to the designated point of contact in the requesting Program Office (the Requestor), and the PC/LPC. The Requestor receives and maintains the purchase order as acquisition documentation and provides the Approving Official and PC/LPC with a copy prior to receipt of the property.
- 5) Upon receipt of the asset(s), the PC/LPC follows proper procedures for receiving before placing the property into use (see Chapter 5 Receiving and Barcode Labeling Property).

- 6) The PC/LPC follows proper procedures for recording the asset(s) in Sunflower when appropriate (see Chapter 6 Creating Property Records).
- 7) The PC/LPC ensures that the property receives an appropriate acquisition cost and date before recording the asset(s) in Sunflower when appropriate (see Chapter 7 Acquisition Costs and Values).

4.2.2 Acquiring Property Using a Purchase Card (PCard)

The government-wide commercial PCard is authorized for use in making and/or paying for purchases of supplies, services, or construction. The PCard shall not be used to purchase IT equipment including PCs and laptops. For information on PCard purchase limits, please review the DHS Purchase Card Program Manual and ICECAP 09.18 ICE National Purchase Card Program available at <http://dhsconnect.dhs.gov>. All PCard purchases must comply with ICE and DHS regulations, policies, and procedures governing PCard use.

- 1) The PCard Holder confirms the existence of a miscellaneous obligation in FFMS for PCard purchases.
- 2) The PCard Holder orders the asset from a vendor using the PCard and provides a copy of the purchase statement as acquisition documentation to the PC/LPC.
- 3) Upon receipt of the property, the PC/LPC follows proper procedures for receiving before placing the property into use (see Chapter 5 Receiving and Barcode Labeling).
- 4) The PC/LPC follows proper procedures for recording the property in Sunflower when appropriate (see Chapter 6 Creating Property Records).
- 5) The PC/LPC ensures that the property receives an appropriate acquisition cost and date before recording the property in Sunflower when appropriate (see Chapter 7 Acquisition Costs and Values).

4.3 Leasing Property

Renting and leasing personal property should be considered and may be advantageous in some instances. Two types of leases exist – capital and operating leases. It is important to note the difference when recording the asset in Sunflower if it meets the criteria for entry. Capital leases are leases that transfer substantially all the benefits and risks of ownership to the lessee and must be entered in Sunflower if the asset meets the criteria. Operating leases are more similar to renting an asset for a specific period of time and must be recorded in Sunflower only if the lease term is more than 6 months and the asset meets additional Sunflower criteria. For additional information see the GSA FMR Subchapter B on Personal Property. For information on the difference between capital and operational leases, please see Chapter 7 Acquisition Costs and Values.

(Note: All future leases of multi function devices (MFD), copiers and printers with removable memory chips or cards, optional removable hard drives with locks, and optional physical locks to secure internal parts capable of storing DHS information shall be surrendered to an appropriate DHS security official as determined by the Ordering Activity for destruction, upon request.)

The procedures for completing renting and/or leasing property are as follows:

- 1) The requesting Program Office prepares a G-514 requisition in the Federal Financial Management System (FFMS), certifies that funds are available for the proposed rental/lease, and approves the G-514. For additional information on the requisition process, please review ICECAP.08.03 Preparing a Request to Purchase Supplies and Services.
- 2) Once the G-514 is approved, the OAQ Obligation Team will enter the requisition/commitment into PRISM and FFMS then prepare an obligation for entry into FFMS. This involves coordinating with the CO to prepare a contract for the rental/lease and generating a purchase order. For additional information on the obligation process, please review ICECAP.08.13 Obligations Processing.
- 3) The CO forwards the purchase order from OAQ to the designated point of contact in the requesting Program Office (the Requestor). The Requestor receives and maintains the purchase order as acquisition documentation and provides the Approving Official and PC/LPC with a copy prior to receipt of the property.
- 4) Upon receipt of the property the PC/LPC follows proper procedures for receiving before placing the property into use (see Chapter 5 Receiving and Barcode Labeling Property).
- 5) The PC/LPC follows proper procedures for recording the asset(s) in Sunflower when appropriate (see Chapter 6 Creating Property Records).
- 6) The PC/LPC ensures that the property receives an appropriate acquisition cost and date. (see Chapter 7 Acquisition Costs and Values).

4.4 Acquiring Property by Pre-Arranged Transfer from Another Agency

Property can be acquired through pre-arranged transfers from other DHS Components or Federal agencies. A direct transfer may happen between Components; however, notification must be approved through GSA for any transfers involving assets in excess of ten thousand dollars (\$10,000.00). Approval may be given verbally and a record of the conversation, date, time, approver, etc. is written on the SF-122.

- 1) The PC/LPC at the receiving ICE office coordinates the transfer with the PC/LPC at the transferring entity.
- 2) The Receiving PC/LPC receives the property from the Transferring PC/LPC along with the documentation needed to support the transfer:

- DHS 560-3 for transfers within DHS
 - SF-122 for transfers from other Federal agencies
- 3) The Receiving PC/LPC signs the appropriate transfer order (DHS 560-3 for DHS transfers or SF-122 for transfers from other agencies), uploads documentation, retains copies, and returns the originals to the Transferring PC/LPC within 5 days.
 - 4) Upon receipt of the property the PC/LPC follows proper procedures for receiving before placing the property into use (see Chapter 5 Receiving and Barcode Labeling Property).
 - 5) The PC/LPC follows proper procedures for recording the asset(s) in Sunflower when appropriate (see Chapter 6 Creating Property Records).
 - 6) The Receiving PC/LPC ensures that the property receives an appropriate acquisition cost and date (see Chapter 7 Acquisition Costs and Values).
 - 7) If the transferring component uses Sunflower, the Transferring Property Branch records the transfer in Sunflower. Program Offices cannot accept Sunflower records transferred from outside of ICE. The ICE Property Branch must accept the DHS component Sunflower record transfer on behalf of the ICE Program Office. Once accepted, the Program Office PC/LPC must review and update the record as necessary. All documentation supporting the transfer must be scanned and uploaded into Sunflower (i.e., DHS 560-3 and SF-122).
 - 8) If the transferring component does not use Sunflower, the Transferring PC/LPC final events the record in the component's respective asset management system to conclude the transfer. The Receiving PC/LPC creates a new record to enter the asset in Sunflower (see Chapter 6 Creating Property Records).

4.5 Acquiring Property through Forfeiture

HSI and OPR are the only Programs authorized to seize assets. Seized assets are not available for official use by ICE until they have been legally forfeited to the government through either a criminal or civil forfeiture process. Legally forfeited assets may, upon approved request, be returned to the seizing agency for official government use. HSI and OPR are currently the only Programs within ICE able to request retention of forfeited assets for official use. The Federal Accounting Standards Advisory Board and HSI Directive 05-008, Retention of Forfeited Property for Official Use, dated July 30, 2005 provide more information on this process.

- 1) When forfeited assets are retained for official use by ICE, the receiving party notifies the appropriate PC/LPC and APO of the acquisition of the asset.
- 2) Upon receipt of the property the PC/LPC follows proper procedures for receiving before placing the property into use (see Chapter 5 Receiving and Barcode Labeling Property).

- 3) The PC/LPC follows proper procedures for recording the asset(s) in Sunflower when appropriate (see Chapter 6 Creating Property Records).
- 4) The Receiving PC/LPC ensures that the property receives an appropriate acquisition cost and date (see Chapter 7 Acquisition Costs and Values).
- 5) Assets not meeting the Sunflower criteria will be recorded and monitored in accordance with Program Office guidance.

Chapter 5

5. RECEIVING AND BARCODE LABELING PROPERTY

OVERVIEW

ICE takes physical custody of an asset during receipt, from either a purchase or transfer, ICE personnel who are authorized to receive assets must ensure assets are properly inspected, verified against shipping documentation, and that the appropriate PC/LPC is notified.

PROCEDURES

5.1 Initial Inspection

- 1) All materials, equipment, and supplies received must be inspected by an ICE employee authorized to receive property (i.e., Receiving Clerk). The inspection must be made in accordance with the particular terms of the contract, purchase order, or other procurement documentation. The Receiving Clerk inspects the property upon arrival for damage, and compares the shipment against the documentation that came with the assets.
- 2) If the asset is technical in nature, a qualified person with the necessary expertise must inspect the asset, for example: Laptops and IT equipment must be inspected by IT personnel.
- 3) If the shipment is acceptable, the Receiving Clerk signs the shipping documents. (A G-504 Form must be completed upon acceptance of each asset either purchased or transferred (see Appendix C Forms)). (Note: Receiving procedures for Forfeitures must adhere to CFR regulations).

The following qualify as shipping documents, and should contain information regarding the shipping date/arrival date, contents, and quantity:

- Signed delivery confirmation
 - Packing slip
 - Any other identifying information received from the asset's arrival
 - Receiving Logbook
 - IT Tracking System (ITTS) report for assets shipped from the ICE East Coast Staging Facility (ECSF)
 - G-504
- 4) The Receiving Clerk notifies the PC/LPC, listed on the Purchase Order or G-514 (see Appendix C Forms), that the asset has arrived and is available for pick up.
 - 5) If the PC/LPC does not have any of the original procurement documents, or a "Due In" list, the PC/LPC must reach out to the Purchaser for this documentation before the asset is entered into Sunflower.

5.1.1 Damaged Packaging or Property

- 1) If the freight container is damaged, the Receiving Officer notes the damage and the characteristics on the receiving document and has the carrier initial the document prior to accepting the shipment. In high volume receiving areas a stamp or sticker may be used to indicate that acceptance is pending a more detailed inspection of the shipment contents.
- 2) If the asset itself is damaged, or if the quality of the item does not match the specifications of the acquisition terms, the asset is returned to the vendor in its original packaging. In addition, if the quantity differs, the PC/LPC can reject the shipment or accept it as a partial order (see Section 5.1.2).
- 3) The PC/LPC completes and signs the G-504, and accepts the asset.

5.1.2 Partial Orders

In some cases, a vendor may deliver only a portion of an order at a particular time, with the intent to deliver the remainder at a later date.

- 1) The PC/LPC completes a Form G-504 to indicate the delivery of a portion of an order. The order document must be annotated to reflect the exact quantity (by location) received and the date entered for each separate line item affected. Serial number, model, barcode label, and manufacturer must be written next to the correct line item. The PC must initial next to the items that were received and cross through the items that were not received.
- 2) The PC/LPC completes the partial receipt by either writing or stamping, "Approved for Payment -- Partial Receiving Report" on the original G-504.
- 3) The PC/LPC repeats this procedure, noting the shipments received on the original G-504, for each partial shipment received until all items ordered are delivered or outstanding items are canceled.
- 4) Upon receipt of the final portion of the order, the item which is noted as completed on previous partial receiving report (e.g., Form G-504), must be lined through on the actual order copy and must reflect only the item delivered with final shipment.

5.2 Receipt Acceptance

- 1) The PC/LPC inspects the asset itself to ensure the correct type and quantity have been shipped and that the asset is in expected condition.

The PC/LPC completes a G-504, Receipt of Property Shipped/Received, for assets meeting the criteria for entry into Sunflower, to document the date and time the asset was received, and the barcode and serial numbers for each asset received. The PC/LPC retains all the documentation to scan and upload to Sunflower for assets that meet Sunflower entry criteria.

- For assets sent from ECSF the ITTS report can be used in lieu of the G-504.
- 2) The PC/LPC scans documentation and uploads it into the appropriate Sunflower record within 5 days of receipt (see Chapter 6 Creating Property Records).

5.3 Barcode Labeling

Only assets that are expected and have been formally accepted into the organization should be barcoded.

- 1) The HPPM, PC/LPC opens a Service Desk ticket to request the appropriate amount and type of barcode labels (i.e., vehicle versus non-vehicle asset, or miniature labels for small assets). Miniature labels are requested by the HPPM who will issue them to the PC/LPC.
- 2) Assets are labeled with barcodes at the point of establishing initial accountability and must remain with the asset until the asset is final evented and out of ICE's control/responsibility. Exceptions to barcode labels include:
 - Property used for undercover operations (the associated barcode is kept on file)
 - Dell computers that arrive already barcoded by the manufacturer with a pre-approved ICE barcode label in sequenced numbers
 - Legacy INS and Customs barcodes that were already affixed to assets prior to the creation of ICE
 - Thumb drives and miniature digital handheld voice recorders which utilize the serial number as a unique identifier due to size, are not barcoded
 - Leased, loaned, or rented assets (does not include leased vehicles)
 - Capitalized software (label is placed on supporting documents' folder)
- 3) When the label is provided, the PC/LPC must affix it in a conspicuous position to ensure access for barcode label reading devices. Labels should NOT be placed on the back of items that require great effort to view the label. For vehicles that are not undercover, the barcode should be placed on the driver's side doorjamb, or in cases of extreme condition, the glove box.
- 4) If the new asset is a replacement due to a warranty issue, the PC/LPC places a new barcode label on the asset and creates a new record in Sunflower. The PC must then reference the barcode label of the asset being replaced in the comments section of the new assets record. (see Chapter 6 Creating Property Records).

5.4 Receipt of Laptops

The East Coast Staging Facility (ECSF) receives all laptop computers regardless of who purchases the asset, and encrypts them prior to issuance. ECSF personnel encrypt and disseminate assets as directed by the Program Office. The receiving process for laptops is the same as outlined above, and is conducted by the ECSF PC/LPC or Receiving Officer. If a laptop

is received by a PC/LPC, and is unencrypted but requires encryption, it must be turned over to the OCIO's Information Technology Field Operations (ITFO) for encryption immediately. Upon receipt of a new laptop, the PC/LPC must validate the laptops encryption status in Sunflower.

5.5 Receipt of Fleet Assets

Fleet assets are personal property and must be acquired, recorded, utilized, and disposed of according to the guidelines included in this handbook. However, there are several specific requirements for receiving fleet assets that are unique and are not discussed in this document. For more detail on fleet property, see the ICE Fleet Management Handbook.

Chapter 6

6. CREATING PROPERTY RECORDS

OVERVIEW

All personal property meeting the criteria for entry into the Sunflower Asset Management System must be tracked and entered into the system within one week of arrival. After an asset is received, inspected, and barcoded with an ICE label, the PC/LPC records the asset in Sunflower.

PROCEDURES

6.1 Creating a Record

- 1) Upon receipt of personal property, the PC/LPC creates a Sunflower record for assets meeting the criteria for entry. If the asset is initially received at the ECSF, the Sunflower record is created by a warehouse representative, but the PC/LPC should check to verify the record upon receipt of the asset.

The Sunflower record must include (but is not limited to) the following data elements:

- Barcode Number
 - When entering thumb drives and miniature digital handheld voice recorders into Sunflower, the serial number is used in place of the barcode number. It is easier to read the number from the original box since the numbers on the actual thumb drive are very small and can be difficult to read.
- Manufacturer
- Model Number
- Official Name (Description)
- Model Name
- Serial Number/VIN Number
- Initial Event
- Acquisition Cost
- Acquisition Date
- Responsibility Date
- Effective Date
- Organization Code (Steward Code)
- Custodian name
- User name
- Location
 - Site (City, State) (e.g. Washington, DC)
 - Building (Structure Level 1/Street Address) (e.g. 500 12th Street) (NOT PC/LPC)
 - Room Number/Cube Number
- User Fields (Acquisition Document Number and Blanket Purchase Agreement)

- (BPA) number where applicable)
- Condition Code

Additional vehicle information required in Sunflower includes:

- Model Year
- Color
- Body Style
- Number of Cylinders
- Fuel Type
- Armor Level
- Law Enforcement
- GSA Vehicle Type

Note: For additional information and step-by-step instructions for using Sunflower, please refer to the [ICE OAA Property Management Training Manual](#) located on the Property Branch's intranet page at <https://intranet.ice.dhs.gov/cfo/sites/OAA/pmb>.

- 2) If the asset is a replacement, meaning there was an issue with the asset and the warranty provides a new asset to replace it, the PC/LPC enters the asset into Sunflower with an initial event of "Replacement," and ensures the barcode in the previous record is final evented.
 - Replacement assets are to be assigned a new barcode, if available, the previous barcode should be removed and affixed to documentation prior to returning the asset to the vendor and the previous barcode should be maintained with the original documentation for a period of 3 years.
- 3) The PC/LPC compiles the purchase order, invoice, and all relevant delivery documents.
- 4) The PC/LPC scans and uploads the documentation into Sunflower. This documentation must include support for the Sunflower acquisition cost and date. The PC/LPC retains the physical documentation in an asset profile folder, containing all asset documentation.
- 5) The PC/LPC places the asset into service and updates the Sunflower record with the user name.
 - If an asset is not assigned to a user immediately, the PC/LPC becomes the default user in the Sunflower record, and retains ownership of the asset until it is assigned to an individual
- 6) The PC/LPC updates the user's G-570 Property Card form (see Appendix C Forms), a record of all assets in a user's possession, to reflect the new asset(s)
- 7) Users notify PCs/LPCs of any changes to asset custody that need to be updated in Sunflower.

Note: Pooled assets must be assigned to the person who is responsible for checking the asset in and out.

6.2 Assets Requiring Encryption

On the occasion that an information technology (IT) device has not been previously encrypted and therefore requires encryption, the following additional steps are completed when creating a record.

- 1) The PC/LPC creates a help desk ticket through ITFO so the asset can be encrypted prior to being distributed to the user.
- 2) The PC/LPC annotates the asset record as “Encryption Pending” in Sunflower and surrenders the asset to ITFO for encryption.
- 3) The PC/LPC obtains a G-574 (see Appendix C Forms) for temporary issues before surrendering the asset for encryption. Assets should never be handed over or surrendered without a documented receipt.
- 4) ITFO returns the asset to the PC/LPC after encryption is complete and signs the G-574 (see Appendix C Forms) indicating return of the asset.
- 5) When the asset has been encrypted, the PC/LPC updates the Sunflower record with the following information:
 - The encryption date
 - The encryption location
 - The name of the person who encrypted the computer
 - Encryption status (i.e., “Encrypted” or “Waived”)

Note: Laptops that cannot be encrypted do require an OCIO/Information Assurance Division (IAD) waiver to be signed, scanned and uploaded to the Sunflower record.

Chapter 7

7. ACQUISITION COSTS AND VALUES

OVERVIEW

The acquisition cost is the total amount of money it takes to acquire an asset and put it into use, including upgrades, shipping, and/or construction costs. Assigning the correct acquisition cost and date to an asset in Sunflower is critical to ICE's reporting requirements. The assignment typically occurs when the asset is acquired but can also take place if an asset is found during the physical inventory. Documentation that supports both the acquisition cost and date must be included in each asset's Sunflower record.

PROCEDURES

7.1 Determining Acquisition Costs

- 1) The PC/LPC enters the correct acquisition cost while creating the Sunflower record.

The asset's acquisition cost includes all costs required to bring the asset into use. These costs may include:

- Amounts paid to vendors to acquire the asset (often referred to as the base cost)
- Shipping and transportation charges
- Retrofit charges
- Installation charges
- Engineering fees

To the extent possible, all costs that are included in an acquisition cost should be itemized in the Sunflower record. Retrofit, shipping, and installation costs should be entered into the available cost fields provided in Sunflower. See the [ICE OAA Property Management Training Manual](#) for detailed instructions on how to itemize costs in Sunflower.

Maintenance is not a cost required to put the asset into use and therefore should not be included in the acquisition cost.

While the acquisition cost will always include the costs required to bring an asset into service, the method by which the cost is determined can change depending on how the asset is acquired.

7.1.1 Acquisition Costs for Purchases

Acquisition costs for assets acquired through procurement or PCard purchase are recorded at cost and should include all relevant costs listed above.

7.1.2 Acquisition Costs for Transfers from Outside of ICE

The cost of property transferred from other DHS or Federal entities should be the acquisition cost recorded by the transferring entity less any accumulated depreciation or amortization (net book value). The transferring entity should provide the historical cost on transfer documentation.

$$\text{Net Book Value} = \text{Acquisition Cost} - ((\text{Acquisition Cost} / \text{Useful Life}) \times \text{Elapsed Life})$$

If the receiving entity cannot reasonably ascertain the above values, the acquisition cost of the property should be recorded at its fair value at the time ICE takes ownership.

7.1.3 Acquisition Costs for Assets Acquired Through Forfeiture

The acquisition costs for assets acquired through forfeiture are recorded at the fair value at the time that ICE takes ownership of the asset. (Note: This is not when the asset is seized but when ICE receives approval to retain the forfeited asset for official use).

“Fair value” is the price for which an asset could be bought or sold in an arm’s-length transaction between unrelated parties (e.g., between a willing buyer and a willing seller).

7.1.4 Estimating Fair Value

This estimate is used for assets that do not have original source documentation. To estimate an asset’s fair value at the time of acquisition:

- 1) Identify three recent purchases of similar assets in similar conditions.
- 2) Average the three sales and retain documentation.
- 3) Scan and upload copies of the sales listings into Sunflower to support the estimate.

7.1.5 Acquisition Costs for Leases

The acquisition cost of an asset that is a capital lease should be equal to the amount recognized as a liability for the capital lease at its inception.

$$\text{Acquisition Cost} = (\text{Initial Down Payment} + (\text{Monthly Payment} \times \text{Months in Lease Term}))$$

The acquisition cost of an operating lease or rental should be zero if the term is longer than 6 months. If the term is less than 6 months the asset does not need to be recorded in Sunflower.

7.1.6 Determining Whether a Lease is Capital or Operating

There are two kinds of leases – capital and operating leases. It is important to note the difference when recording the asset in Sunflower if it meets the criteria for entry. Capital leases are leases that transfer substantially all the benefits and risks of ownership to the lessee and must be entered in Sunflower if the asset meets the criteria. Operating leases are more similar to renting an asset for a specific period of time and must only be recorded in Sunflower if the lease term is more

than 6 months and the asset meets additional Sunflower criteria. If the lease meets one or more of the following criteria, the asset is a capital lease:

- ICE takes ownership of the property at the end of the lease term.
- The lease contains an option for ICE to purchase the property at a bargain price.
- The lease term is equal to or greater than 75 percent of the estimated economic life of the property.
- The present value of rental and other minimum lease payments, excluding that portion of the payments representing executor cost, equals or exceeds 90 percent of the fair value of the leased property.

The last two criteria are not applicable when the beginning of the lease term falls within the last 25 percent of the total estimated economic life, or for vehicles, in the last year of its economic life.

Contact the OAA Property Branch for clarification whether the lease should be classified as capital or operating.

7.1.7 Acquisition Costs for Upgrades or Improvements

When an asset is improved or upgraded, the cost of the improvement is added to the asset's original acquisition cost if it increases the asset's capacity, value, or useful life to a significant degree. An example of such an improvement is a vehicle retrofit.

If the components comprising the improvement are transferred to another asset when the property is being disposed of, the cost of the improvements should be subtracted from the retired asset, and added to the asset gaining the improvement.

Note: Maintenance costs are not added to the asset's cost.

7.2 Recording Costs Based on Acquisition Documentation

- 1) The PC/LPC identifies the need for the acquisition cost to be recorded in Sunflower.
- 2) The PC/LPC determines whether any supporting documentation is available that indicates the asset's acquisition cost and date. If the PC/LPC does not have the required documentation he/she should request the documentation from the requestor. Source documentation can include:
 - Invoice
 - Contract details
 - Requisition order
 - Purchase order
 - Shipping/handling invoice
 - Receiving report (G-504 (see Appendix C Forms))
 - Payment voucher

Although there are several forms of acquisition documentation, some are better than others. For example, an invoice is preferable to a purchase order or contract because it displays the actual amount paid rather than an anticipated amount that will be paid.

Note: As described in Section 7.1, the total cost of the asset includes any costs spent to bring the asset into the form and location of its intended use. This means that the costs that make up the full acquisition cost may be located on several different documents.

- 3) When supporting documentation does not accompany the asset, the PC/LPC contacts the person who ordered the asset to obtain it.
- 4) The PC/LPC records the total cost and scans and uploads the supporting acquisition documentation into Sunflower.

7.3 When Source Documentation Is Not Available

After an exhaustive search, in certain cases (such as when an asset is found during inventory), source documentation may not be available. A cost and date must be assigned to these assets.

- 1) PC/LPC or party responsible for the asset conducts an exhaustive search for documentation.
- 2) If none is found, the PC/LPC conducts a like-kind analysis to estimate the cost and date. In conducting this analysis the PC/LPC:
 - Reviews existing Sunflower records of similar assets. Vendor price lists, contracts and other price sources can also serve as a source for like-kind analysis.
 - Identifies a range of acquisition costs and dates.
 - Chooses a cost and date in the middle of the range.
 - Documents the process by which the cost and date were estimated, completes a G-504, and loads the documentation into Sunflower.
- 3) If the asset is unique and no like-kind comparisons are available, the PC/LPC:
 - Identifies the current cost of a similar asset through catalog or web search.
 - Discounts for inflation since the time of estimated acquisition (*i.e.*, deflating current costs to costs at the time of acquisition by a general price index).
 - Documents the process by which the cost and date were estimated and loads the documentation into Sunflower.
 - Contacts their HPPM or the Property Branch if assistance is needed with this estimate.

7.4 Determining the Acquisition Date

Along with the acquisition cost, the acquisition date is a critical factor in the reported value of an asset. For most acquisitions, the acquisition date will be the date that ICE takes physical receipt of the asset. For forfeitures, the acquisition date is when ICE receives approval to retain the asset for official use.

If the date must be estimated, and is not located on the asset from the manufacturer, determine a likely range of dates, using similar assets, and select a point in the middle of the range of those assets. The analysis done to estimate the date must be documented and scanned into Sunflower.

7.5 Capitalized Assets

Some assets are “Capitalized Assets.” Due to additional reporting requirements for capitalized assets, it is especially critical that their acquisition costs and dates are recorded correctly. Capitalized assets at ICE are assets with an acquisition cost of \$50,000 or greater and all vehicles, regardless of their cost.

7.6 Fleet Assets

Fleet assets are personal property and must be acquired, recorded, utilized, and disposed of according to the guidelines included in this handbook. However, there are several specific requirements for managing fleet assets that are unique and are not discussed in this document. For more detail on managing fleet property, see the OAA Fleet Management Handbook.

Chapter 8

8. RECORDS MAINTENANCE

OVERVIEW

The transfer and reassignment of assets is a normal part of business operations. ICE personnel must ensure that Sunflower is accurately updated and that reassignment or transfer transactions are fully completed and documented. Reassignments include updating Sunflower records to reflect a user or location change, whereas transfers consist of assets leaving or entering a steward code, including assets leaving the organization. When reassignments and internal transfers occur, the activity must be documented and the corresponding asset record(s) updated in Sunflower within five days of the transfer.

PROCEDURES

8.1 Location Reassignment (Move)

When an asset moves locations without a change in PC, either permanently or for five or more business days:

- 1) The user or supervisor arranges for the shipment or movement to the new location.
- 2) The user or supervisor notifies PC/LPC of an asset's move or the asset being moved.
- 3) The PC/LPC updates the record in Sunflower with the new location.
- 4) If the new location is unavailable in Sunflower the PC/LPC must submit a Remedy Help Desk ticket and request to add the new location to the system.

8.2 Steward Code Changes (Internal transfer)

This section addresses accountability for property transfers from one steward code to another within ICE. All Programs must use a G-504 (see Appendix C Forms) form to transfer assets within ICE, except ECSF. ECSF utilizes the ITTS report which serves as the transfer documentation.

- 1) The PC/LPC currently accountable for the property (Transferring PC/LPC) recognizes the need to transfer the asset due to the receipt of a transfer request or the identification of a discrepancy between the steward code information and asset user.
- 2) The Transferring PC/LPC prepares a G-504 for the Receiving PC/LPC to sign.
- 3) The Transferring PC/LPC performs an inventory of asset(s) to be transferred.

- 4) The Transferring PC/LPC initiates a record transfer in Sunflower and sends the property with an approved G-504 to the Receiving PC/LPC.

Note: The correct Receiving PC information must be present in Sunflower in order to generate the auto-email reminder after a record transfer.

- 5) The Transferring PC/LPC sends a courtesy email to the Receiving PC/LPC notifying them the asset has been sent.
- 6) The Receiving PC/LPC confirms receipt of the property and verifies the asset is in good, working condition, and matches it against the accuracy on the Sunflower records, remembering to update the condition code if needed.
- 7) The Receiving PC/LPC signs the G-504 to verify receipt of the asset and accepts the transfer in Sunflower.
 - Note: The PC/LPC (on behalf of the user) has 5 days from receipt of the property to accept the transfer in Sunflower.

For additional information and step-by-step instructions for using Sunflower, please refer to the [ICE OAA Property Management Training Manual](#).

- 8) The Receiving PC/LPC collects and retains any and all shipping documentation.
- 9) The Transferring PC/LPC confirms the asset was received by the Receiving PC/LPC and that the Sunflower record has been accepted.
- 10) The Receiving PC/LPC verifies that the location, user, and accountability information is accurate and scans and uploads the fully executed G-504 in Sunflower, and all shipping documentation.

8.3 PC Changeover

- 1) The Outgoing and Incoming PC performs an inventory of all the assets in their area of accountability, performs any necessary tasks in reporting discrepancies, certifies the inventory, transfers the accountable record in Sunflower, and forwards results to the HPPM and APO for certification by completing the PC changeover forms located on the Property Branch's intranet forms page at <http://intranet.ice.dhs.gov/cfo/sites/OAA/pmb/pmbforms.htm>
- 2) New PC/LPC notifies HPPM and corrects any discrepancies. All records should be updated and, if necessary, any new records should be created.
- 3) New PC/LPC then certifies both inventories and forwards a copy to the HPPM and APO, and accepts the area of accountability in Sunflower.

8.4 Asset Maintenance

- 1) PC/LPC updates the accountable property record if an asset is out for maintenance.
- 2) PC/LPC updates the accountable property record when a capital improvement is performed on an asset that enhances its usefulness, or extends the useful life of an asset.
- 3) PC/LPC performs quality checks of the accountable record in Sunflower on a daily, weekly, and monthly basis to ensure completeness and accuracy.
- 4) NUO identifies assets in Sunflower that have been idle, underutilized, or in storage for more than six months, and contacts the responsible PC for further information. If the asset is not needed or not in use longer than six months the asset should be excessed (see Chapter 11, Disposal).

Chapter 9

9. INVENTORY

OVERVIEW

The inventory process provides a snapshot of the effectiveness of property management by ICE. It also provides insight into the degree of compliance with property processes and procedures. The Property Branch is responsible for planning, organizing, and directing the annual inventory of personal property within ICE. These particular inventory instructions exclude assets identified as exceptions in Section 1.3. However, all of these assets must still be recorded in an appropriate property management system, be physically inventoried at least annually, and reported to ICE Property Branch according to DHS Chief Administrative Officer (CAO), Asset & Logistics Management (ALM), Personal Property Management Branch. For more detailed information on the steps included in the inventory see the [Annual OAA Property Branch Inventory Plan](https://intranet.ice.dhs.gov/cfo/sites/OAA/pmb), which is posted on the Property Branch intranet site at <https://intranet.ice.dhs.gov/cfo/sites/OAA/pmb>.

PROCEDURES

9.1 Annual Inventory

- 1) The Property Branch develops the Inventory Plan, and develops and delivers training to appropriate personnel.
- 2) The Property Branch distributes the Inventory Plan to program APOs, HPPMs, and PCs/LPCs via the Property Branch website.
- 3) The Property Branch selects sites to receive targeted inventory assistance site visits before and/or after the inventory.
- 4) The APO's role is to ensure completion of the inventory. To this end, the APO appoints an inventory team composed of PC/LPCs, who oversee the inventory and reconcile records, and Inventory Takers, who conduct the inventory and report the results. These individuals complete the required training to fully execute inventory responsibilities.
- 5) The HPPM develops the Site Plan in accordance with objectives of the Inventory Plan. Site plans are oversight activities at various locations during the inventory to gauge the effectiveness of property management at ICE.
- 6) Inventory Takers conduct the inventory to account for items listed within a particular steward code, and document items in the location being inventoried on the Asset Data Collection Form if it is not listed-but meet the criteria for entry into Sunflower. Reconciling both lists establishes completeness of records and existence of assets that need records created.

Note: The PC/LPC is NOT to conduct the physical inventory for assets in his/her jurisdiction. This is a conflict of interest.

- 7) The PC/LPC connects the barcode scanner to the docking station and synchronizes it according to the Inventory Plan and books inventory resolutions in Sunflower. If scanners are not available, the PC/LPC manually resolves all inventory discrepancies and books inventory resolutions in accordance with the Inventory Plan and instructions for manual inventory.
- 8) The Property Branch performs additional data cleanup activities to assist Programs in identifying and resolving inventory discrepancies.
- 9) The PC/LPC resolves all inventory discrepancies in accordance with inventory procedures and scheduled deadlines.

9.2 Resolving Inventory Discrepancies

The Property Branch is responsible for monitoring and directing the reconciliation of the inventory of personal property that meets the criteria for entry into Sunflower. For more detailed information on the steps included in resolving discrepancies, see the Annual OAA Property Branch Inventory Plan.

- 1) The PC/LPC resolves all inventory discrepancies daily.
- 2) The PC/LPC applies a barcode label to assets without an agency approved barcode label, searches Sunflower for an existing record and updates or creates a record accordingly.
- 3) The APO reviews and certifies the inventory results and returns the signed certification to the PC/LPC.
- 4) The APO closes out the physical inventory through a signed inventory closeout certification form.
- 5) The PC/LPC closes out the physical inventory through signed inventory closeout certification form.
- 6) The PC/LPC reviews and forwards the certified inventory documentation to the HPPM who will review the results and forward it to the Property Branch.
- 7) In the event that a ROS is necessary, the APO requests corrective actions, reviews the methodologies for corrective actions, and signs the ROS.
 - Capitalized assets and negligent and egregious errors are adjudicated by the NBOS.

- 8) Once the ROS has been adjudicated, the HPPM forwards the ROS to the PC who scans and uploads the ROS with supporting documentation into Sunflower.
- 9) The PC/LPC presents the ROS for adjudication and forwards ROS and adjudication information through the HPPM who then forwards to the Property Branch.
- 10) The PC/LPC final events the asset accordingly.
- 11) The Property Branch performs quality assurance reviews of inventory results throughout the annual inventory process and provides feedback to Program Offices as needed.

Chapter 10

10. WAREHOUSING AND STORAGE

OVERVIEW

There are times when it is appropriate to store idle assets for future use. Instances include assets that a Program Office will need again in a short time, or prior to the on-boarding of a new employee. Accurate records for stored assets must be maintained in Sunflower. In addition, property must be stored in a secure location that only authorized personnel can access. ICE personnel must make every effort to use all ICE assets to the fullest extent possible. When assets are idle or no longer required for use, they should be excessed or disposed of in accordance with federal regulations and the procedures in Chapter 11.

PROCEDURES

The PC/LPC for the asset determines when an asset should be stored, updates the asset's activity status in Sunflower to inactive, and, depending on available space, whether to store the asset locally or at another location.

10.1 Local Storage

- 1) If the asset is to be stored locally, the PC/LPC identifies him/herself as the asset's user, updates the G-570 property card (see Appendix B Forms) and updates the asset's activity status in Sunflower to "Inactive." The location field must also be changed in Sunflower.
- 2) The PC/LPC stores the asset locally in a secure locked area where unauthorized personnel will not have access.
 - Note: A locked, secure area is one that allows limited or no access to individuals outside of those accountable for the asset. A closet, drawer, storage facility, or cabinet may all qualify as secure if they are lockable.
- 3) NUO identifies assets in Sunflower that have been idle, underutilized, or in storage for more than six months, and contacts the responsible PC for further information. If the asset is not needed or not in use longer than six months the asset should be excessed (see Chapter 11, Disposal).

10.2 Remote Storage

- 1) The PC/LPC changes the asset status to "Inactive," in the assets activity status field in Sunflower, prepares a G-574 (see Appendix C Forms) to move the asset without changing the PC/LPC steward code, and updates the asset's location in Sunflower.
- 2) The PC/LPC ships the asset to an off-site storage facility.

- 3) The Storing PC/LPC signs the G-574 and returns the original to the original Owning PC/LPC.
- 4) The original Owning PC/LPC scans and uploads the completed G-574 into the Sunflower record.
- 5) The Storing PC/LPC receives and inspects the asset according to the receiving procedures (see Chapter 5 Receiving and Barcode Labeling Property).
- 6) The Storing PC/LPC accepts the asset and stores the asset in a locked, secure area.
 - Note: A locked, secure area is one that allows limited or no access to individuals outside of those accountable for the asset. A closet, drawer, storage facility, or cabinet may all qualify as secure if they are lockable.
- 7) NUO identifies assets in Sunflower that have been idle, underutilized, or in storage for more than six months, and contacts the responsible PC for further information. If the asset is not needed or not in use longer than six months, the asset should be excessed (see Chapter 11, Disposal).

10.3 Transferring Accountability for Assets in Storage

- 1) The original Owning PC/LPC notifies the Storing PC/LPC when the asset is needed for use and provides the Storing PC/LPC with shipping information.
- 2) The Storing PC/LPC receives the contact information, completes a G-574, and ships the asset to the original Owning PC/LPC.
- 3) The original Owning PC/LPC verifies the asset is correct, signs the G-574, updates Sunflower with the new user and location information, and changes the asset status to “In Service,” relieving the storing PC/LPC of accountability.
- 4) The owning PC/LPC scans and uploads all relevant documentation.

Chapter 11

11. DISPOSAL

OVERVIEW

The disposal process ends ICE's ownership interest and liability for property. Concurrent with the physical disposal of the asset, the asset's record should be "Final Evented" in Sunflower. Ways to dispose of assets include: excessing, transfer to other agencies, donation, sale, destruction, and abandonment.

Title 40 U.S.C. and the Federal Management Regulations require executive agencies to fill requirements for personal property to the extent possible with excess property. Therefore, agencies with excess property should allow the assets to be screened for use by other agencies prior to proceeding with other means of disposal.

Process flows outlining the Excess Screening and Disposal processes are available in Appendix E.

Note: Only HSI International Affairs (IA) overseas locations may dispose of property through the International Cooperative Administrative Support Services (ICASS) in accordance with the Memorandum of Understanding between the Secretaries of State and Homeland Security signed in September of 2003 Concerning Implementation of Section 428 of the Homeland Security Act of 2002.

PROCEDURES

11.1 Screening Excess Property Within Program Office (7 Days)

- 1) The PC/LPC identifies an asset that is no longer needed by the user as idle property. Idle property is defined as personal property that is no longer needed by the user and/or ICE program to which it is assigned.
- 2) The PC/LPC screens idle property within his/her Program Office for 7 days to determine if the asset is needed elsewhere internally before reporting it as excess.
- 3) If the asset is needed within the ICE Program, the PC/LPC prepares a G-504 (see Appendix B Forms) for the Receiving PC/LPC to sign.
- 4) For any IT assets with the capability to store, process or transmit data (including handheld PDA, Blackberry, photocopiers, printers and facsimile machines), the PC/LPC requests OCIO approval to transfer the asset and coordinates with OCIO to ensure that the asset is sanitized before shipping, transferring, or turning in as excess.

- a. The PC/LPC completes a G-574 (see Appendix C Forms) to temporarily transfer custody of the asset to the OCIO for sanitizing.
 - b. OCIO sanitizes the asset and returns it to the ICE PC/LPC along with a Certificate of HD Clean (see Appendix C Forms).
 - c. The PC/LPC scans and uploads the Certificate of HD Clean into Sunflower.
- 5) The Transferring PC/LPC sends the G-504 to the Receiving PC/LPC along with the asset.
- a. The receiving office pays any costs associated with transferring the asset, including any shipping and/or handling fees.
- 6) The Transferring PC/LPC must initiate the transfer in Sunflower
- 7) The Receiving PC/LPC signs the G-504 and returns it to the Transferring PC/LPC.
- 8) The Receiving PC/LPC scans and uploads the signed G-504 and any other supporting documents into Sunflower.
- 9) The Receiving PC/LPC accepts the transfer in Sunflower and verifies the correct steward code, user's name and location are listed.
- 10) The Receiving PC/LPC maintains a copy of the signed G-504 and any other supporting documentation for no less than three years after the asset has been transferred.

11.2 Designating Idle Property as Excess

- 1) If the asset is not needed within the Area of Responsibility (AOR), the PC/LPC requests APO approval for reporting the property as excess by preparing a SF-120 Report of Excess Personal Property (see Appendix C Forms).
 - The SF-120 includes a description of Federal Stock Class (FSC), SIM card statement (if applicable), and condition code for the asset.
- 2) For assets tracked in Sunflower, the PC initiates an excess request in Sunflower.
- 3) The PC/LPC submits the SF-120 to the APO for approval.
 - Persons authorized to approve excessing on behalf of the APO must be designated in writing.
 - For IT assets with data storage capability, OCIO certification of the SF-120 is necessary in addition to APO approval before authorization to excess the item can be granted.
- 4) Upon APO approval, and receipt of the signed SF-120, the Excess Clerk PC processes the approved excess property in Sunflower.

- Designation of property as “Excess” in Sunflower and submittal of the corresponding SF-120 to the ICE NUO through the HPPM. This initiates the 21 day internal screening period within DHS/ICE. Please refer to Section 11.4 for more information on the excess internal screening process.
- 5) The PC/LPC submits the signed SF-120 to the ICE NUO through his or her HPPM for distribution to DHS Component NUOs and ICE HPPMs.

11.3 Excessing ICE Headquarters Property

Excess screening and disposal of assets owned directly by ICE HQ as well as those located at certain field offices in the Washington, DC metropolitan area¹ is managed by the ICE Office of Asset Administration – Administrative Services Branch (OAA-ASB). These assets are not subject to the normal internal and external screening procedures described in sections 11.4 through 11.8. This process is governed instead by an inter-agency agreement. Contact your respective Program’s HPPM to clarify eligibility in this process.

- 1) The PC/LPC notifies OAA-ASB that asset(s) have been identified as excess. OAA-ASB inventories the asset(s) and initiates a transfer in Sunflower to the ASB steward code.
- 2) For IT assets with data storage capability, the PC/LPC coordinates with the OCIO or their Information System Security Officer (ISSO) to ensure that the asset is sanitized before shipping.
 - a. The PC/LPC completes a G-574 to temporarily transfer custody of the asset to the OCIO for sanitizing.
 - b. OCIO sanitizes the asset and returns it to the ICE PC/LPC along with a Certificate of HD Clean.
 - c. PC/LPC scans and uploads the Certificate of HD Clean into Sunflower.
- 3) OAA-ASB confirms that the correct asset is received, accepts the transfer in Sunflower.
- 4) OAA-ASB screens the asset in accordance with the inter-agency agreement.
- 5) OAA-ASB prepares a Certificate of Disposal (see Appendix C Forms) and sends it to the receiving entity with the asset after removing and storing the ICE barcode label with the property documentation.

The Certificate of Disposal is a standard form available in the Property Management Forms section of the Property Branch intranet page at <https://intranet.ice.dhs.gov/cfo/sites/OAA/pmb> and must include the signatures of two witnesses to the disposal. *(Note: This form is currently under review from ICE OPLA and Privacy for formal forms approval process)*

¹ Procedures for excessing and/or disposing of ICE HQ asset apply to Washington, DC metropolitan area field offices that have paid into the support agreement between OAA ASB and its partner agency.

- a. The ICE PC/LPC signs the Certificate of Disposal with two witnesses present.
 - b. If the barcode is destroyed during removal, the OAA-ASB must make sure the full barcode has been removed from the asset, and must mark the barcode number and the incidence of destruction in the asset Sunflower record and/or documentation folder.
 - c. The receiving entity pays any costs associated with transferring the asset, including any shipping and/or handling fees.
- 6) The receiving entity signs and returns the Certificate of Disposal to OAA-ASB.
 - 7) OAA-ASB scans and uploads the signed Certificate of Disposal and any other supporting documentation into Sunflower and records the Final Event as “Transfer Out To Another Federal Agency.”
 - 8) OAA-ASB maintains the signed Certificate of Disposal and any other supporting documentation for no less than three years after the transfer of the asset.

11.4 Internal Screening (21 Days)

Once designated as “Excess,” property is screened within ICE for 7 days and then throughout DHS for 14 days, totaling 21 days. However, ICE will not award property to a requesting DHS component until the conclusion of the 21 day internal screening period so as to give ICE priority in requesting excess assets.

11.4.1 Excess Property Needed Within ICE

- 1) The PC/LPC identifies a need for the asset within ICE, either verbally or via email, and prepares a G-504 for the Receiving PC/LPC’s signature.
- 2) For IT assets with data storage capability, the PC/LPC confirms OCIO approval of the SF-120 and coordinates with the OCIO to ensure that the asset is sanitized before transferring.
 - a. The PC/LPC completes a G-574 to temporarily transfer custody of the asset to the OCIO for sanitizing.
 - b. OCIO sanitizes the asset and returns it to the ICE PC/LPC along with a Certificate of HD Clean.
 - c. The PC/LPC scans and uploads the Certificate of HD Clean into Sunflower.
- 3) The PC/LPC sends the G-504 to the Receiving PC/LPC along with the asset.
 - The receiving office pays any costs associated with transferring the asset, including any shipping and/or handling fees.

- 4) Upon receipt of the property, the Receiving PC/LPC signs the G-504 and returns the original to the Transferring PC/LPC.
- 5) The Receiving PC/LPC scans and uploads the G-504 into Sunflower.
- 6) The Excess Clerk PC at the transferring office performs an “Excess Redeploy” transaction in Sunflower to change the asset’s status from “Excess” to “In Service” and initiates a transfer in Sunflower
 - The Excess Redeploy generates a request to the Receiving PC to accept the transfer in his/her steward code.
- 7) The Receiving PC/LPC accepts the transfer in Sunflower and verifies the steward code, location and asset user is correct.
- 8) The Receiving PC/LPC maintains a copy of the signed G-504 and any other supporting documentation for no less than three years after asset has been disposed of or transferred.

11.4.2 Excess Property Needed Within DHS

- 1) The interested DHS component contacts the ICE PC/LPC in possession of the excess property to request the asset.
- 2) The ICE PC/LPC prepares a DHS Form 560-3 for the receiving DHS component PC/LPC to sign.
- 3) For IT assets with data storage capability, the ICE PC/LPC confirms OCIO approval of the SF-120 and coordinates with the OCIO to ensure that the asset is sanitized before shipping.
 - a. The ICE PC/LPC completes a G-574 to temporarily transfer custody of the asset to the OCIO for sanitizing.
 - b. OCIO sanitizes the asset and returns it to the ICE PC/LPC along with a Certificate of HD Clean.
 - c. The ICE PC/LPC scans and uploads the Certificate of HD Clean into Sunflower.
- 4) The ICE PC/LPC sends the DHS Form 560-3 to the receiving DHS component PC/LPC along with the asset.
 - a. The receiving DHS component pays any costs associated with transferring the asset, including any shipping and/or handling fees.
- 5) Upon receipt of the property, the DHS component PC/LPC or APO signs the 560-3 and keeps a copy for their records. The signed original is returned to the ICE PC/LPC.

- 6) The ICE PC/LPC scans and uploads the 560-3 and any other supporting documentation into Sunflower.
- 7) The ICE PC/LPC final events the record as a “Transfer to Another Agency Within DHS.”
- 8) The ICE PC/LPC maintains the signed 560-3 and any other supporting documentation for no less than three years after asset has been disposed of or transferred.

11.5 External Screening (21 Days)

- 1) If the asset is not claimed by the end of the 21 day internal screening within ICE and DHS, it is reported to GSA. This reporting occurs through an automatic batch upload into GSAXcess® via the Sunflower/GSAXcess® interoperability function for all assets that are recorded in Sunflower. All other assets must be manually entered into GSAXcess®.
- 2) Excess property successfully processed through the batch upload receives an ‘Item Control Number’ in GSAXcess®. The Item Control Number links property records in GSAXcess® to those in Sunflower and is included along with the date of the upload in the ‘GSA Excess Information’ field of the ‘Maintain Excess Assets’ screen in the Sunflower Excess Module. A blank GSA Excess Information field indicates the property record has not been batch uploaded into GSAXcess®
- 3) Item Control Numbers for all ICE property that is automatically uploaded into GSAXcess® will begin with the ICE Activity Address Code (AAC) of 7031AA, regardless of the ICE Program Office or location that owns the asset. The AAC is a six digit alpha-numeric code assigned to identify specific units, activities, or organizations that have procurement authority and authority to requisition and receive excess or surplus property.
- 4) The batch upload will not include excess property that has not been designated as “Excess” in Sunflower or has been transferred and/or final evented before the end of the 21 day internal screening period.
- 5) Accountable personal property that is not recorded in Sunflower must be manually entered into GSAXcess® with the AAC code 7031AA.

11.5.1 Computers for Learning Program

Computers for Learning (CFL) is a program that allows Federal agencies to provide computers to educational organizations in accordance with Executive Order 12999, which directs Federal agencies to give “highest preference to schools and nonprofits in the transfer of educationally useful federal equipment.” An educational nonprofit entity is eligible for CFL computers if it meets all of the following criteria:

- Is tax exempt under section 501 (c) of the U.S. tax code.

- Serves some portion of the pre-kindergarten through grade 12 population.
- Operates exclusively for the purpose of education.
- Submits the request on the school's letterhead.

Schools and/or educational non-profit organizations that wish to receive these computers must register with the CFL program via the CFL website (www.computers.fed.gov).

11.5.2 Pre-selected CFL Recipient

If the Program Office identifies a CFL program participant to receive the asset, before or during the course of the internal screening process, the PC/LPC should work expeditiously to transfer the asset directly to the CFL participant before the asset is automatically uploaded into GSAXcess® at the end of the 21 day internal screening period.

Note: If an ICE office has already identified a CFL participant to whom it wants to transfer the asset, but was unable to complete the transfer before the asset was batch uploaded to GSAXcess®, it can remove the asset from participating in CFL screening.

- a. The ICE PC/LPC instructs the pre-selected CFL participant to request the asset via the CFL program website.
 - b. The CFL program notifies GSAXcess® of the request electronically.
 - c. GSAXcess® forwards the pre-selected CFL participant's request via email to the ICE PC/LPC for processing (please refer to steps 1 through 11 in Section 11.5.3).
- 1) The ICE PC/LPC prepares an SF-122 (see Appendix C Forms) and Certificate of Disposal for the CFL recipient to sign.
 - a. Both an ICE official and an authorized school official (Principal, Vice Principal, Administrator, etc.) must complete and sign the Certificate of Disposal.
 - 2) The ICE PC/LPC confirms OCIO approval of the SF-120 and coordinates with the OCIO to ensure that the asset is sanitized before shipping.
 - a. The ICE PC/LPC completes a G-574 to indicate that OCIO has temporary custody of the asset for sanitizing.
 - b. OCIO sanitizes the asset and returns it to the ICE PC/LPC along with a Certificate of HD Clean.
 - c. The ICE PC/LPC scans and uploads the Certificate of HD Clean into Sunflower.
 - 3) The ICE PC/LPC removes and stores the ICE barcode label with the property documentation.
 - a. If the barcode is destroyed during removal, the ICE PC/LPC must make sure the full barcode has been removed from the asset, and must mark the barcode number and the form of destruction in the asset Sunflower record and/or documentation folder.

- 4) The ICE PC/LPC signs the Certificate of Disposal with two witnesses present.
- 5) The ICE PC/LPC sends the SF-122 and Certificate of Disposal to the CFL recipient along with the asset.
 - a. The CFL recipient pays any costs associated with transferring the asset, including any shipping and/or handling fees.
- 6) The CFL recipient signs and returns the original SF-122 and Certificate of Disposal to the ICE PC/LPC.
- 7) The ICE PC/LPC scans and uploads the SF-122, Certificate of Disposal, and any other supporting documentation into Sunflower.
- 8) The ICE PC/LPC final events the record to “Donation to a School/Non-Profit Educational Inst.” The school’s registration code, which can be obtained from the NUO, must also be included.
- 9) The ICE PC/LPC maintains the SF-122, Certificate of Disposal, and any other supporting documentation for no less than three years after the transfer of the asset.
 - Supporting documents for excess property screened externally include:
 - Transfer Order (e.g., SF-122)
 - Certificate of Disposal
 - Shipping documentation
 - Barcode label (retained in hardcopy)

11.5.3 Non Pre-selected CFL Recipient

CFL eligible assets not selected and/or final evented at the end of the 21 day internal screening process will be batch uploaded into GSAXcess® and made available exclusively for selection by CFL program participants for the first 7 days out of the 21 day internal screening period. GSAXcess® automatically designates CFL eligible assets for participation in CFL screening based on the asset’s Federal Supply Code (FSC). The Item control number is used for reference and is posted in Sunflower when batch upload is complete.

If a CFL participant requests the excess property via the CFL program website, the CFL program will notify GSAXcess® of the request electronically. GSAXcess® will forward an allocation request via email to the designated ICE PC/LPC for processing.

- 1) The ICE PC/LPC logs into the GSAXcess® ‘View/Allocate Requested Item’ screen and approves the request to allocate the property to the CFL participant.

- 2) Upon the ICE PC/LPC's approval of the allocation request, GSAXcess® generates a SF-122 and sends it electronically to the ICE PC/LPC, designated ICE HQ Approving Official, and CFL recipient for approval.
- 3) The ICE PC/LPC prepares a Certificate of Disposal for the CFL recipient to sign.
 - Both an ICE official and an authorized school/educational non-profit official (Principal, Vice Principal, Administrator, etc.) must complete and sign the Certificate of Disposal.
- 4) Once the ICE PC/LPC and ICE HQ Approving Official have signed the SF-122, the ICE PC/LPC confirms OCIO approval of the SF-120 and coordinates with the OCIO to ensure that the asset is sanitized before shipping.
 - a. The ICE PC/LPC completes a G-574 to indicate that OCIO has temporary custody of the asset for sanitizing.
 - b. OCIO sanitizes the asset and returns it to the ICE PC/LPC along with a Certificate of HD Clean.
 - c. The ICE PC/LPC scans and uploads the Certificate of HD Clean into Sunflower.
- 5) The ICE PC/LPC removes and stores the ICE barcode label with the property documentation.
 - a. If the barcode is destroyed during removal, the ICE PC/LPC must make sure the full barcode has been removed from the asset, and must mark the barcode number and the form of destruction in the asset Sunflower record and/or documentation folder.
- 6) The ICE PC/LPC signs the Certificate of Disposal with two witnesses present.
- 7) The ICE PC/LPC sends the Certificate of Disposal to the CFL recipient along with the asset.
 - a. The CFL recipient pays any costs associated with transferring the asset, including any shipping and/or handling fees.
- 8) The CFL recipient signs and returns the original SF-122 and Certificate of Disposal to the ICE PC/LPC.
- 9) The ICE PC/LPC scans and uploads the SF-122, Certificate of Disposal, and any other supporting documentation into Sunflower.
- 10) The ICE PC/LPC final events the record to "Donation to a School/Non-Profit Educational Inst." The school's registration code, which can be obtained from the ICE NUO, must also be included.

- 11) The ICE PC/LPC retains the fully executed SF-122, Certificate of Disposal, and any other supporting documentation for no less than three years after the transfer of the asset.

11.5.4 Excess Property Re-Utilized by Other Federal Agencies

Excess assets that are not selected during internal screening or for participation in the CFL Program are made available for re-utilization by other Federal agencies for 21 days. Excess property that is screened for CFL Program use, but not selected by the end of the 7-day CFL Program screening period in GSAXcess, is eligible for re-utilization by other Federal agencies; however, the screening period is limited to 14 days as the 7-day CFL Program screening period counts towards the 21-day external screening process.

If an asset is requested by a federal agency outside DHS, GSA coordinates the transfer of the asset. The other federal agency may be required to reimburse ICE for the fair value of the property. The fair value is determined by ICE (see Chapter 7 Acquisition Costs and Values).

- 1) Upon approving the allocation of excess property, GSAXcess® generates an electronic notification to the requesting agency's Approving Official to advise that electronic approval of an SF-122 is required for excess property selected by another Federal agency.
- 2) Once the requesting agency's Approving Official approves the SF-122 electronically, GSA signs the SF-122, requisitions the property in GSAXcess®, and sends a copy of the fully executed SF-122 to both the ICE PC/LPC and the requesting agency.
- 3) The requesting Federal agency coordinates the transfer of the asset with the ICE PC/LPC.
- 4) The ICE PC/LPC prepares a Certificate of Disposal for the receiving agency to sign.
- 5) For IT assets with data storage capability, the ICE PC/LPC confirms OCIO approval of the SF-120 and coordinates with the OCIO to ensure that the asset is sanitized before shipping.
 - a. The ICE PC/LPC completes a G-574 to temporarily transfer custody of the asset to the OCIO for sanitizing.
 - b. OCIO sanitizes the asset and returns it to the ICE PC/LPC along with a Certificate of HD Clean.
 - c. The ICE PC/LPC scans and uploads the Certificate of HD Clean into Sunflower.
- 6) The ICE PC/LPC removes and stores the ICE barcode label with the property documentation.
 - a. If the barcode is destroyed during removal, the ICE PC/LPC must make sure the full barcode has been removed from the asset, and must mark the barcode number and the incidence of destruction in the asset Sunflower record and/or documentation folder.

- 7) The ICE PC/LPC signs the Certificate of Disposal with two witnesses present.
- 8) The ICE PC/LPC sends the Certificate of Disposal to the receiving agency along with the asset.
 - The receiving agency pays any costs associated with transferring the asset, including any shipping and/or handling fees.
- 9) The receiving agency signs and returns the original Certificate of Disposal to the ICE PC/LPC.
- 10) The ICE PC/LPC scans and uploads the SF-122, Certificate of Disposal, and any other supporting documentation into Sunflower.
- 11) The ICE PC/LPC final events the Sunflower record to “Transfer of Excess to Another Federal Agency – SF-122.”
- 12) The ICE PC/LPC maintains the SF-122, Certificate of Disposal, barcode labels, and any other supporting documentation for no less than three years after the transfer of the asset.

11.6 Donating Property

If an excess asset has not been re-utilized by the completion of the 21 day external screening process, the asset becomes surplus property and is made available for donation to non-Federal entities that requested it during external excess screening for five days via GSAXcess®. An asset must be donated to a non-Federal entity in compliance with 41 CFR 102-37. The major categories of eligible recipients are:

- Public agencies
 - Non-profit educational and public health activities
 - Non-profit and public programs for the elderly
 - Public airports
 - Providers of assistance to the homeless
- 1) Upon approving the allocation of surplus property, GSAXcess® generates an electronic notification to the requesting non-Federal entity’s Approving Official to advise that electronic approval of an SF-123 Transfer Order Surplus Personal Property (see Appendix C Forms) is required for property they selected during the external excess screening process.
 - 2) Once the requesting non-Federal entity’s Approving Official approves the SF-123 electronically, GSA signs the SF-123, requisitions the property in GSAXcess®, and sends a copy of the fully executed SF-123 to both the ICE PC/LPC and the requesting non-Federal entity.

- 3) The requesting non-Federal entity coordinates the transfer of the asset with the ICE PC/LPC.
- 4) The ICE PC/LPC prepares a Certificate of Disposal for the requesting non-Federal entity to sign.
- 5) For IT assets with data storage capability, the ICE PC/LPC confirms OCIO approval of the SF-120 and coordinates with the OCIO to ensure that the asset is sanitized before shipping.
 - a. The ICE PC/LPC completes a G-574 to temporarily transfer custody of the asset to the OCIO for sanitizing.
 - b. OCIO sanitizes the asset and returns it to the ICE PC/LPC along with a Certificate of HD Clean.
 - c. The ICE PC/LPC scans and uploads the Certificate of HD Clean into Sunflower.
- 6) The ICE PC/LPC removes the ICE barcode label and stores it with the property documentation.
 - a. If the barcode is destroyed during removal, the PC/LPC must make sure the full barcode has been removed from the asset, and must mark the barcode number and the form of destruction in the asset Sunflower record and/or documentation folder.
- 7) The ICE PC/LPC signs the Certificate of Disposal with two witnesses present.
- 8) The ICE PC/LPC sends the Certificate of Disposal to the requesting non-Federal entity along with the asset.
 - a. The receiving entity pays any costs associated with transferring the asset, including any shipping and/or handling fees.
- 9) The receiving non-Federal entity signs and returns the original Certificate of Disposal.
- 10) The Transferring PC/LPC scans and uploads the SF-123, Certificate of Disposal, and any other supporting documentation into Sunflower.
- 11) The Transferring PC/LPC creates a final event record in Sunflower as “Donation to other Non-Federal Recipients.”
- 12) The ICE PC/LPC maintains the signed SF-123, Certificate of Disposal, barcode labels, and any other supporting documentation for no less than three years after the transfer of the asset.

11.7 Disposing of Property through Sales

If an excess asset has not been re-utilized or donated, then it may be made available for sale to

the public via GSA as authorized by the approved SF-120. GSA offers several options to sell property for a fee, and will determine which method is most appropriate. Avenues for selling property through GSA include:

- GSA Auctions®
- Live auction
- Fixed price
- Drop-by
- Negotiated
- Sealed bid

ICE can also elect to manage the sale of property itself by obtaining an approved waiver from GSA and working with an approved Contracting Officer to conduct the sale. Details on obtaining a waiver are available by emailing the Federal Asset Sales Central Planning Office at fasplanningoffice@gsa.gov.

11.7.1 GSA Auctions®

The GSA Auctions® (www.gsaauctions.gov) offers the general public the opportunity to bid electronically on a wide array of Federal assets. The auctions are completely web-enabled, allowing all registered participants to bid on a single item or multiple items (lots) within specified timeframes.

Unless specified otherwise, GSAXcess® will automatically transfer records for property that cannot be re-utilized or donated to GSA Auctions® for sale.

11.7.2 MySales

MySales allows Federal agencies to monitor the status of their surplus and exchange/sale property that has transitioned into the GSA Sales Program. By using MySales, agencies will have the ability to report, modify, and maintain information on their property for sale.

To access MySales:

- 1) Obtain an application from GSA at <http://mysales.fss.gsa.gov/sasy/sasywel>
- 2) Submit the application to the ICE NUO, on the [located](#) POC section of the Property Branch intranet page at <http://intranet.ice.dhs.gov/cfo/sites/OAA/pmb/poc.htm>

11.7.3 Sales Process

For sales through GSA, specific processes must be followed to prepare the asset for sale and complete the transaction in accordance with the regulations under 41 CFR 102-38.

- 1) Once an asset is purchased, the purchaser coordinates the transfer of the asset with the ICE PC/LPC.

- 2) The ICE PC/LPC prepares a Certificate of Disposal for the purchaser to sign.
- 3) For IT assets with data storage capability, the ICE PC/LPC confirms OCIO approval of the SF-120 and coordinates with the OCIO to ensure that the asset is sanitized before shipping.
 - The ICE PC/LPC completes a G-574 to temporarily transfer custody of the asset to the OCIO for sanitizing.
 - OCIO sanitizes the asset and returns it to the ICE PC/LPC along with a Certificate of HD Clean.
 - The ICE PC/LPC scans and uploads the Certificate of HD Clean into Sunflower.
- 4) The ICE PC/LPC removes and stores the ICE barcode label with the property documentation.
 - If the barcode is destroyed during removal, the PC/LPC must make sure the full barcode has been removed from the asset, and must mark the barcode number and the form of destruction in the asset Sunflower record and/or documentation folder.
- 5) The ICE PC/LPC signs the Certificate of Disposal with two witnesses present.
- 6) The ICE PC/LPC sends the Certificate of Disposal to the purchaser along with the asset.
 - a. The purchaser pays any costs associated with transferring the asset, including any shipping and/or handling fees.
- 7) The purchaser signs and returns the original Certificate of Disposal to the ICE PC/LPC.
- 8) The ICE PC/LPC scans and uploads the signed Certificate of Disposal and any other supporting documentation into Sunflower.
- 9) The ICE PC/LPC creates a final event record in the Sunflower Excess Module for “Exchange, Sale or Trade-in” as applicable.
- 10) The ICE PC/LPC maintains the signed Certificate of Disposal and any other supporting documentation for no less than three years after the transfer of the asset.

11.7.4 Exchange/Sale of Property

When acquiring replacement property, Federal agencies may exchange or sell similar items and may apply the exchange allowance or proceeds of sale in whole or in part payment for the property acquired. Disposal of property through exchange/sale occurs outside of the excess screening and disposal process. The exchange/sale process must be completed in accordance with the regulations under 41 CFR 102-39.

- 1) The ICE PC/LPC completes a SF-126 Report of Personal Property for Sale form (see Appendix C Forms) and sends the original to GSA to report the exchange/sale property for sale.
- 2) The ICE PC/LPC maintains a copy of the SF-126 with the property documentation.
- 3) GSA determines the appropriate sales method and makes the asset available for sale.
- 4) Once the asset is purchased, the purchaser coordinates the transfer of the asset with the ICE PC/LPC.
- 5) For IT assets with data storage capability, the ICE PC/LPC confirms OCIO approval of the SF-120 and coordinates with the OCIO to ensure that the asset is sanitized before sending.
 - a. The ICE PC/LPC completes a G-574 to temporarily transfer custody of the asset to the OCIO for sanitizing.
 - b. OCIO sanitizes the asset and returns it to the ICE PC/LPC along with a Certificate of HD Clean.
 - c. The ICE PC/LPC scans and uploads the Certificate of HD Clean into Sunflower.
- 6) The ICE PC/LPC removes and stores the ICE barcode label with the property documentation.
 - a. If the barcode is destroyed during removal, the ICE PC/LPC must make sure the full barcode has been removed from the asset, and must mark the barcode number and the form of destruction in the asset Sunflower record and/or documentation folder.
- 7) The ICE PC/LPC signs the Certificate of Disposal with two witnesses present.
- 8) The ICE PC/LPC delivers the asset to the purchaser along with the Certificate of Disposal.
- 9) The purchaser signs and returns the original Certificate of Disposal or an authorized GSA Bill of Sale to the ICE PC/LPC.
- 10) The ICE PC/LPC scans and uploads the signed SF-126, Certificate of Disposal, and any other supporting documentation into Sunflower.
- 11) The ICE PC/LPC final events the record in the Sunflower Management module as "Exchange/Sale." The PC must also provide to the sales proceeds.
- 12) The ICE PC/LPC maintains the signed Certificate of Disposal and any other supporting documentation for no less than three years after the transfer of the asset.

11.7.5 Sales Proceeds

Sales proceeds are the funds that are returned to ICE on the sale of personal property. Net sales proceeds (sales proceeds less GSA's direct and indirect costs) that are reimbursable to ICE must be distributed to ICE via the On-line Payment and Accounting Control System (OPAC).

GSA retains a portion of the proceeds from the sale of non-reimbursable surplus property. The net proceeds will be deposited to miscellaneous receipts of the Treasury.

11.8 Abandonment or Destruction

If an asset has not been re-utilized, donated, or sold, it may be abandoned or destroyed in some circumstances. In many cases, disposal by abandonment or destruction is strictly mandated by law, regulation, or ICE directive for reasons of public health, safety, or security. No property should be abandoned or destroyed without thoroughly researching these requirements regardless of whether they are identified in this handbook or not. Written approval from GSA or NUO is required before property can be abandoned or destroyed.

Abandonment is discouraged except in the rare instances when it is deemed most beneficial to the Government by following the procedures below.

Note: Personal effects of defendants or detainees are not to be considered "personal property" for the purposes of the Personal Property Management Policy or the Personal Property Operations Handbook."

- 1) Upon receipt of written GSA disposal approval, the ICE PC/LPC identifies the proper authority or justification for the disposal. These authorities are:
 - a. The property has no commercial value. No commercial value means that the property, through determination, has neither utility nor monetary value (either as an item or as scrap).
 - b. The cost of care, handling, and preparation of the property for sale would be greater than the expected sale proceeds (estimated fair value).
 - c. A law, regulation, or directive requires abandonment or destruction.
 - d. Written instructions by a duly authorized official (*e.g.*, health and safety officer or security officer) directing abandonment or destruction.
- 2) Abandonment or destruction of ICE surplus property must be documented properly and must meet all audit trail requirements (*i.e.* all supporting documentation from acquisition to disposal must be present, and for a period of 3 years after the disposal takes place). Great care must be taken to fully justify and document all actions related to abandonment or destruction.
- 3) Upon delegated authority from the ICE APO, the ICE PC/LPC prepares a written finding justifying the abandonment or destruction action (for additional detail see 41 CFR 102-36). The written finding includes:

- a. A detailed description of the property including the property control number, serial number, condition, and total acquisition cost.
 - b. The authority for the abandonment or destruction action along with any pertinent supporting documentation.
 - c. A statement describing the proposed method of destruction (i.e., burning, burying) or the abandonment location with guidance from a duly authorized official on how to dispose of the asset safely.
 - d. A statement from the duly authorized official that the proposed abandonment or destruction action is not detrimental or dangerous to public health or safety and will not infringe on the rights of other persons.
 - e. The signature of the ICE PC/LPC approving the abandonment or destruction of property with an acquisition cost below \$1,000. The ICE APO's signature is required for personal property with an acquisition cost of over \$1,000.
- 4) The ICE PC/LPC provides public notice of the abandonment or destruction action for a period not less than seven calendar days. Any exceptions to this notice must comply with the 41 CFR 102-36. The public can be notified by posting announcements in public places or publishing the announcement in organizational newsletters and must include:
- General description of the property
 - Date and location of the abandonment or destruction action

11.8.1 Abandonment

- 1) The ICE PC/LPC prepares and forwards the written justification and Certificate of Disposal to ICE APO for approval.
- 2) The ICE APO indicates that the asset is to be abandoned in accordance with the instructions provided by the duly authorized official in the written justification and returns the Certificate of Disposal to the ICE PC/LPC.
- 3) For IT assets with data storage capability, the ICE PC/LPC confirms OCIO approval of the SF-120 and coordinates with the OCIO to ensure that the asset is sanitized before shipping.
 - a. The ICE PC/LPC completes a G-574 to temporarily transfer custody of the asset to the OCIO for sanitizing.
 - b. OCIO sanitizes the asset and returns it to the ICE PC/LPC along with a Certificate of HD Clean.
 - c. The ICE PC/LPC scans and uploads the Certificate of HD Clean into Sunflower.
 - d. The PC/LPC submits the signed SF-120 to the ICE NUO through his or her HPPM.
- 4) The ICE PC/LPC removes and stores the ICE barcode label with the property documentation.

- a. If the barcode is destroyed during removal, the ICE PC/LPC must make sure the full barcode has been removed from the asset, and must mark the barcode number and the form of destruction in the asset Sunflower record and/or documentation folder.
- 5) The ICE PC/LPC signs the Certificate of Disposal with two witnesses present.
- 6) The ICE PC/LPC abandons the asset in its existing location.
- 7) The ICE PC/LPC scans and uploads the Certificate of Disposal and any other supporting documentation into Sunflower.
- 8) The ICE PC/LPC Final Events the record in Sunflower as “Abandoned” when applicable.
- 9) The ICE PC/LPC maintains the signed Certificate of Disposal and any other supporting documentation for no less than three years after the abandonment of the asset.

11.8.2 Destruction

- 1) The ICE PC/LPC prepares and forwards the written justification and Certificate of Disposal to the ICE APO for approval.
- 2) The ICE APO approves the Certificate of Disposal and indicates that the asset is to be destroyed in accordance with the instructions provided by the duly authorized official in the written justification.
- 3) For IT assets with data storage capability, the ICE PC/LPC confirms OCIO approval of the SF-120 and coordinates with the OCIO to ensure that the asset is sanitized before shipping.
 - a. The ICE PC/LPC completes a G-574 to temporarily transfer custody of the asset to the OCIO for sanitizing.
 - b. OCIO sanitizes the asset and returns it to the ICE PC/LPC along with a Certificate of HD Clean.
 - c. The ICE PC/LPC scans and uploads the Certificate of HD Clean into Sunflower.
 - d. The PC/LPC submits the signed SF-120 to the ICE NUO through his or her HPPM.
- 4) The ICE PC/LPC removes and stores the ICE barcode label with the property documentation.
 - a. If the barcode is destroyed during removal, the ICE PC/LPC must make sure the full barcode has been removed from the asset, and must mark the barcode number and the incidence of destruction in the asset Sunflower record and/or documentation folder.

- 5) The ICE PC/LPC signs the Certificate of Disposal with two witnesses present.
- 6) The ICE PC/LPC delivers the asset to the disposing entity along with the Certificate of Disposal; examples include UNICOR and eWaste.
- 7) The Disposing entity signs and returns the original Certificate of Disposal to the ICE PC/LPC.
- 8) The ICE PC/LPC scans and uploads the Certificate of Disposal and any other supporting documentation into Sunflower.
- 9) The ICE PC/LPC final events the record in Sunflower as “Recycled”.
 - The disposing agency generally recycles most property it receives. If, however, the PC/LPC knows with certainty that property will be destroyed, the Sunflower record should be final evented as “Destroyed”.
- 10) The ICE PC/LPC maintains the signed Certificate of Disposal and any other supporting documentation for no less than three years after the destruction of the asset.

Chapter 12

12. REPORTING REQUIREMENTS

OVERVIEW

ICE is required to complete and file asset related reports for various stakeholders. In addition to financial reports, GSA requires ICE to report annual property management activity in such areas as disposal, physical inventory, and donation through the CFL program. The DHS and ICE OAA also may require program offices to complete ad hoc reports.

PROCEDURES

12.1 Monthly Reports

- 1) Changes in capitalized asset status must be reported to OAA, for new incoming assets, as well as adjustments to existing asset records, and outgoing disposed assets. Changes to capital assets and their depreciation are reported by OAA to OFM on a monthly basis.
- 2) All ROS documentation must be submitted by all Programs to OAA for tracking and accountability purposes on a monthly basis. OAA follows assets from acquisition to disposal and needs the documentation on hand for audit purposes.

12.2 Annual Report of Lost, Damaged, or Destroyed Property

- 1) Within 60 calendar days after the close of every fiscal year, and on a quarterly basis, ICE submits a single consolidated Annual Report of Lost, Damaged, or Destroyed Property (LDD) in memorandum format to DHS. The report is compiled from the input of Headquarters, offices, and other organizations.
- 2) The PC/LPC submits the LDD report to their HPPMs on a monthly basis via email. The report is required monthly even if there has been no LDD to report (negative report). Negative reports contain information regarding assets that have been lost, damaged, or destroyed, as they will be counted as a loss against the property and possibly financial record.
- 3) PC/LPC follows all disposal guidance for assets that have been damaged (see Chapter 11, Disposal)
- 4) The HPPM submits the consolidated LDD report to the Property Branch. Negative reports are required.
 - a. Negative reports are reports that must be submitted stating that no LDD has occurred. Negative reports are required so the Property Branch has an official response on file from each Program Office.
- 5) The Property Branch submits the consolidated LDD report to DHS OAA. Negative reports are required.

Note: Specific reporting instructions will be distributed by OAA Property Branch on a yearly basis noting when the reports are due.

12.3 Government Property Furnished to Contractors

- 1) Within 90 calendar days after the beginning of the calendar year, each organizational element submits a single consolidated report for Government Property Furnished to Contractors (GFE). The report is compiled from the input of Headquarters, field offices, and other field organizations.
- 2) The APO requests that contractors complete a GFE to Contractors report, inventorying all the government assets in the contractor's possession.
- 3) The APO submits the GFE to Contractors report to HPPMs by March 1 of each fiscal year. Negative reports are required.
- 4) The HPPM submits the consolidated GFE Report to the Property Branch by March 15 of each fiscal year. Negative reports are required.
- 5) The Property Branch submits consolidated GFE Reports to DHS Office of Asset Administration by March 30 of each fiscal year. Negative reports are required.

12.4 Annual Inventory Plan

- 1) Within 30 days after the beginning of the calendar year, the Property Branch submits an Annual Inventory Plan to DHS OAA, outlining its plan for conducting an annual physical inventory.

12.5 Excess Property Furnished to Non-Federal Recipients

- 1) Within 60 calendar days after the close of each fiscal year, each executive agency must submit a single consolidated report of all personal property furnished to non-Federal recipients (donation). The report is compiled from the input of Headquarters, field offices, and other field organizations.
- 2) The APOs request all information regarding Excess Property Furnished to Non-Federal Recipients from relevant parties, inventorying all government property in the parties' possession.
- 3) The APOs submit the Excess Property Furnished to Non-Federal Recipients report to their HPPMs by October 15 of each fiscal year. Negative reports are required.
- 4) The HPPMs submit consolidated Excess Property Furnished to Non-Federal Recipients report to the Property Branch by November 1 of each fiscal year. Negative reports are required.
- 5) The Property Branch submits the consolidated Excess Property Furnished to Non-Federal Recipients report to DHS OAA, no later than November 30 of each fiscal year.

12.6 Exchange / Sale Transactions

- 1) The APO requests all information regarding any Exchange / Sale Transactions from relevant parties.
- 2) The APO submits the Exchange / Sale Transactions report to the HPPM by October 15 of each fiscal year. Negative reports are required.
- 3) The HPPMs submits the consolidated Exchange / Sale Transactions report to the Property Branch by November 1 of each fiscal year. Negative reports are required.
- 4) The Property Branch submits the consolidated Exchange / Sale Transactions report to DHS OAA no later than November 30 of each fiscal year. Negative reports are required.

12.7 Computers for Learning Donations

Except on very rare occasions, CFL donations are completed through the CFL website, <http://computersforlearning.gov/>. In the event that a CFL donation is not completed through the CFL website, the following process applies:

- 1) The APO requests all documentation from PCs involved with the CFL Donation program and compiles them into a single report.
- 2) The APO submits the CFL Donation report to the HPPM by November 1 of each fiscal year.
- 3) The HPPM submits the consolidated CFL Donation report to the Property Branch by November 15 of each fiscal year.
- 4) The Property Branch submits the consolidated CFL Donation report to DHS OAA no later than November 30 of each fiscal year.

Chapter 13

13. MONITORING AND OVERSIGHT FUNCTIONS

OVERVIEW

Quality review takes place at various points throughout the asset management lifecycle. Quality reviews verify that all property is managed in accordance with federal regulations, policies, and accountability standards. Reviews are conducted by the OAC ORG, Office of Financial Management (OFM), and OAA. The goal is to improve the accuracy, completeness, and value of Sunflower records and the resulting financial transactions.

PROCEDURES

13.1 Acquisition Reviews

- 1) ORG performs monthly quality reviews that balance monies spent against assets that are coming into the organization on a monthly basis, ensuring assets that have been purchased have been entered in Sunflower and that all source documentation is available and correct, etc. Several Sunflower entries include:
 - Open obligations vs. Sunflower records
 - Vehicle production reports vs. Sunflower additions
 - Sunflower capital asset records contain supporting documentation
 - Documentation supports asset value
- 2) OFM runs a monthly report of assets in Sunflower to identify capital assets and adjust FFMS accounts accordingly.

13.2 Inventory Reviews

- 1) The Property Branch performs quality assurance reviews of inventory results throughout the annual inventory process and provides feedback to Program Offices as needed.
- 2) The Property Branch performs an end-of-inventory quality control review.
- 3) The Property Branch reviews inventory data from selected sites to evaluate the success of the inventory and to identify lessons learned.
- 4) OFM reviews inventory results quarterly for newly added capitalized assets and adjusts FFMS to reflect correct depreciation of assets or other adjustments.
- 5) ORG and OAA review Sunflower records created during inventory to determine if assigned value is supportable.

- 6) ORG and OAA conduct periodic quality checks of inventory samples throughout the fiscal year and work with Program Offices to resolve discrepancies.

13.3 Excessing Reviews

- 1) The ICE NUO receives approved SF-120s (see Appendix C Forms) and maintains record of ICE property designated as excess for submission to ORG during monthly quality assurance reviews.

13.4 Disposal Reviews

- 1) ORG compares vehicle disposal reports vs. Sunflower retirements.
- 2) ORG compares GSA disposal reports vs. Sunflower retirements.
- 3) OFM runs monthly Sunflower reports to identify disposed accountable capital assets and adjusts property, plant, and equipment accounts in FFMS accordingly.

Glossary

A

Abandoned (or Unclaimed Property): Personal property that is found on premises owned or leased by ICE and is subject to the filing of a claim by the former owner within 3 years of vesting of title in the United States.

Accountability: The act of maintaining an account (record) for personal property by providing a complete audit trail for property transactions from receipt to final disposition.

Accountable Personal Property: The personal property with an initial acquisition cost at, or above, a specific threshold [\$5,000 at ICE], and items designated as sensitive, that must be controlled and recorded in the organization's automated control system. Accountable items may be either capitalized or non-capitalized.

Note: Regardless of whether property meets the definition of "accountable personal property", ICE organizations must develop and maintain internal controls that provide reasonable assurance that all property is managed in accordance with federal laws, regulations, and DHS and ICE policy.

Acquisition: To procure, purchase, or obtain personal property in accordance with Federal Acquisition Regulations (FAR) and ICE Management Directives, including, but not limited to transfer, donation, forfeiture, manufacture, or production at Government-owned plants or other facilities.

Acquisition Cost: The unit price of an item including all costs required to put the asset into its intended use.

Activity Address Code (AAC): The six-position alpha-numeric code assigned to identify specific units, activities, or organizations that have procurement authority and authority to requisition and receive excess or surplus property. The AAC is used to identify and bill requestors of excess property for shipping/handling costs.

Administratively Controlled Property: Property with an acquisition cost below \$5,000 that is not recorded as sensitive, which is subject to reasonable controls relative to property values. At a minimum, consumable property (supplies and spare parts) should have double entry accounting records as to what was received and to whom it was issued.

B

Barcode: A Personal Property Control Number (PCCN) used to identify Personal Property. It must comply with the design, specifications, and standards established and approved by OAA Property Branch.

Boards of Survey: Standing or ad hoc committees designated, as needed, to adjudicate Reports

of Survey. The Program Board of Survey adjudicates Reports of Survey referred from the APO to the Headquarters Program Property Manager. In the case of a National Board of Survey, Reports of Survey are referred from the Headquarters Program Property Manager to the OCFO/OAA/Property Management Branch.

C

Capital Leases: Transfer substantially all the benefits and risks of ownership to the lessee and transfers ownership of the property to the lessee by the end of the lease term or contains an option to purchase the leased property at a bargain price.

Capitalized Software: Software (COTS, internally developed software, or contractor developed software) that is \$750,000 or more of developmental phase cost. Prior to October 1, 2003, the capitalization threshold was \$500,000.

Capitalization: Financial management term that describes the function of recording the total acquisition cost of an item in the general ledger of ICE's financial accounts in order to accurately reflect the agency's investment in the asset. The recording of and carrying forward of an expense into one or more future periods, results in expensing the cost of an asset over the remainder of its useful life by matching the benefit gained from that expenditure with the associated cost.

Capitalized Personal Property: Property with an initial cost at or above the criteria established by the GAO in Title 2 of its "Policy and Procedures Manual for Guidance of Federal Agencies" which is recorded in the general ledger of the financial management accounts. An agency may select a lower capitalization level than that established by GAO. To identify what is to be captured as capitalized fixed asset, the OCFO/Office of Financial Management issues criteria for managers to go by. Capitalized personal property has an estimated service life of two years or more and is acquired at or above a specified cost established in DHS Management Directive 1120.1.

Condition Codes: Codes that consist of an alpha code (supply) and a numeric code (disposal) that describe the physical condition, readiness for issue, and serviceability of personal property.

Contractor Inventory: Personal property furnished to, or acquired by, and in the possession of a contractor pursuant to the terms of a contract, in which title is vested in the Government.

Custodial Area: A subdivision of an accountable area, defined by organizational or geographical limits, for which a property custodian has been designated. For ICE a custodial area is represented by the steward code or set of steward codes for which an individual is the property custodian.

D

Dangerous Personal Property: Property with harmful potential such as weapons, ammunition, and dual-use property that can be converted to terrorist usage. Dangerous property will be

subject to life cycle management, which is to be tracked from acquisition to disposal.

Depreciation: The systematic rational allocation and periodic accounting entries made in the financial records to reflect decreases in the value of property through age, wear, deterioration, or obsolescence over its estimated useful life.

Destruction or Abandonment: The process used for ultimate disposal of personal property by ICE when no other means of disposal is appropriate.

Disposal: Any approved method used to remove an item from the property and financial records. Approved methods are: transferred to another agency or organizational element, sale, donation, abandonment, board of survey, and destruction.

Disposal Documents: Official forms used to adjust the property and the financial records.

E

Excess Personal Property: An asset identified as no longer required by an office that must be reported to the OCFO/OAA/Property Branch. Until the disposal is complete, excess items are accounted for.

Exchange/Sale Property: The process by which personal property not excess to the needs of ICE, but eligible for replacement, is exchanged or sold with the application of the allowance or proceeds towards purchase of the replacement item.

Expendable Personal Property: Property which, by its nature or function, is consumed in use, is used as repair parts or components of an end product considered non-expendable, or has an expected service life of less than one year.

F

Fair value: The price for which an asset could be bought or sold in an arm's-length transaction, an immediately available transaction, between unrelated parties (*e.g.*, between a willing buyer and a willing seller).

Federal Acquisition Regulation (FAR): The FAR contains the acquisition policies and procedures for Government agencies issued by GSA.

Federal Management Regulations (FMR): The successor regulation to the Federal Property Management Regulation (FPMR). The FMR contains updated regulatory policies originally found in the FPMR. However, it does not contain FPMR material that described how to do business with the GSA.

Federal Property and Administrative Services Act of 1949: The act which most directly affects property management. This legislation (63 Stat. 378, P.L. 152), as amended, became effective on July 1, 1949.

Federal Property Management Regulation System (FPMR): FPMR serves to govern and guide Federal agencies in prescribing regulations, policies, procedures, and delegations of authority pertaining to the management of property and records, and other programs and activities of the type administered by GSA, except procurement and contract matters contained in the Federal Acquisition Regulation (FAR).

Federal Register: A publication issued daily except Saturdays, Sundays, and legal holidays which contains proposed, general and permanent rules of all agencies of the Federal Government.

Federal Supply Schedule: A contract entered into by GSA with a vendor from which ordering agencies submit purchase orders for specified products.

Foreign Gifts and Donations: Gifts received and accepted from individuals representing a foreign government. A foreign gift which is accepted immediately becomes property of the Federal Government.

G

General Ledger: The fiscal record maintained by the OCFO/OFM which is comprised of several control accounts that reflect the dollar values of assets on hand. The general ledger is the primary record against which all property records are balanced.

Government Furnished Equipment: Any property, regardless of value, in the possession or control of a contractor which was directly acquired by ICE and subsequently furnished to the contractor, or acquired by the contractor with title vested in ICE. Government Furnished Equipment is provided to a contractor under the terms and conditions outlined in a contract.

Gross Negligence: An act or omission of the employee(s) which constitutes misconduct, willful negligence, or a wanton and reckless disregard for the property.

H

Hazardous Property: Personal property components or material that is deemed hazardous, chemical substances or mixtures, or hazardous waste under the Hazardous Materials Transportation Act (HMTA), the Resource Conservation and Recovery Act (RCRA), or the Toxic Substances Control Act (TSCA). Such items are recognized by Material Safety Data Sheets or Hazardous Material Information Sheets. This property is subject to life-cycle management.

I

Idle Property: Personal property that is no longer needed by the organization to which it is assigned, no effort has been made to excess, and has not been reported to GSA.

Inventory: The formal listing (property record) of all personal property assigned to an organization.

Inventory Adjustments: Changes made to the official property record when physical counts and official records do not agree. All such changes require specific approval and a documentation trail specific to the type of adjustment for audit purposes.

L

Life-Cycle Management: The accounting of personal property is a continuous process from the time of planning and acquisition until the ultimate consumption or disposal of the property.

Life Expectancy: The number of years that an item of equipment can be anticipated to provide useful service when properly maintained.

Line Item: A single line entry on a reporting form which indicates a quantity of personal property at any one location that has the same description, condition code, and unit cost.

M

Maintenance: The act of cleaning, servicing, and repairing equipment to ensure that items are in operational condition.

N

Non-Capitalized Personal Property: All Government-owned personal property that does not meet the GAO or the holding agency's established criteria for capitalization and entry into the general ledger of the agency's financial management account.

Non-Expendable Personal Property: Property which is complete within itself, does not lose its identity or become a component part of another article when put into use and is of a durable nature with an expected service life of one year or more.

Non-Reportable Personal Property: Property which does not meet the reporting criteria set forth in FPMR 101-43.311, and therefore is not required to be formally reported to GSA, but which is available locally for transfer.

O

Original Cost: The initial cost of a property in the hands of its present owner. Not necessarily the cost to the property's first owner.

P

Personal Custody: An article which is "sensitive to appropriate for private use," or is used in situations beyond normal supervisory observation. Such property should be accounted for by the

person to whom use and trust of the item is assigned.

Personal Property: Property in use or controlled by ICE or any type or interest therein, except real and related property and records of the Federal Government. For management and accounting control, personal property is categorized as “expendable personal property,” “non-expendable-property,” and “controlled personal property.”

Personal Property Management: All functions necessary for the proper determination of need, source, acquisition, receipt, accountability, utilization, maintenance, rehabilitation, storage, distribution, and disposal of personal property.

Physical Inventory: A physical count of items for the purpose of verifying the actual items on hand against those recorded on the personal property record. A physical inventory consists of sighting, viewing, barcoding, or otherwise marking, determining condition, describing, reconciling of exceptions, recording, and reporting inventory completion.

Property, Plant, and Equipment (PP&E): Tangible assets that have an estimated useful life of two years or more, are not intended for sale in the ordinary course of operations, and have been acquired or constructed with the intention of being used or made available for use by the organization. PP&E also includes real property that is covered under DHS Management Directive 0560.

Purchase Order: An offer by the Government to buy certain property of non-personal services from commercial sources, upon specified terms and conditions.

R

Receiving Report: A property accounting (tracking) record which acknowledges receipt by an accountable individual of property or service from a vendor or other source.

Reconciliation: The process by which the OCFO/OAA/Property Branch reviews certified inventories to identify adjustments for complete accuracy, *e.g.*, changes, additions, deletions; and ensure the presence of supporting documentation and reports of survey (where applicable).

Replacement Standards: The factors that should be considered in making a decision to acquire new equipment.

Report of Survey: A Report of Survey is an official report prepared on a standardized form, which records the circumstance concerning the loss, damage or destruction of property and which serves as the authorization to relieve the Agency/program of accountability. Reports of Survey should be used as a last resort to close the status of an asset that has been lost, damaged or destroyed. A Report of Survey documents every effort that was made to locate or resolve an asset. This process includes removing the asset from Sunflower.

Reportable Property: Personal property which is required to be reported to the General Services Administration (GSA) in accordance with FMR 102-36.210 prior to disposal. This

promotes reuse by the Government to enable Federal agencies to benefit from the continued use of property already paid for with taxpayer's money, thus minimizing new procurement costs. Reporting excess personal property to GSA helps ensure that the information on available excess personal property is accessible and disseminated to the widest range of customers.

Risk Assessment: A documented review by management of a component's degree of susceptibility to waste, loss, unauthorized use, or misappropriation and includes consideration of management controls.

S

Salvage: Property which has some value in excess of its basic material content, but is in such condition that it has no reasonable prospect of use for the purpose originally intended, and its repair or rehabilitation for use is impractical.

Scrap: Property that has no value except for its basic material content.

Seized Property: Personal property that has been confiscated by a Federal agency, and whose care and handling will be the responsibility of that agency until final ownership is determined by the judicial process.

Sensitive Personal Property: All items, regardless of value, that require special control and accountability due to unusual rates of loss, theft or misuse, or due to national security or export control considerations. Such property includes weapons, ammunition, explosives, information technology equipment with memory capability, cameras, and communications equipment. These classifications do not preclude agencies from specifying additional personal property classifications to effectively manage their Programs.

Simple negligence: The failure or omission to observe, for the protection of Government interest, that degree of care, precaution and vigilance, whereby the Government suffers through loss, damage, or destruction of property.

Source Documentation: Documentation that justifies adjustments in Sunflower. Source Documents may include Purchase Orders or other acquisition documents, SF-120s (Report of Excess Personal Property), and Certificate of Disposal (see Appendix C Forms).

State Agency for Surplus Property: An agency in each State designated under State law as responsible for the fair and equitable distribution, within the State, of all donations of surplus personal property to public agencies and eligible non-profit, tax-exempt activities for authorized purposes.

Sunflower Asset Management System (Sunflower): ICE's automated personal property management system. The system should contain a record for each piece of personal property subject to physical inventory. Sunflower is a commercial off-the-shelf (COTS) software program designed to manage assets within various organizational elements of DHS and to provide a wide range of functional capabilities in the lifecycle management of its assets.

Surplus Personal Property: Excess personal property not required for the needs and the discharge of the responsibilities of all Federal agencies, as determined by GSA.

U

Unclaimed (or Abandoned Property): Personal property that is found on premises owned or leased by ICE and is subject to the filing of a claim by the former owner within 3 years of vesting of title in the United States.

Usable Property: A disposable Condition Code that describes property other than scrap and waste.

Use Standard: Guideline established for determining in what quantity, when, and where items or categories of items are required.

Utilization: The identification, reporting and transfer of excess personal property among Federal agencies to fill current or future authorized requirements in lieu of new procurement.

W

Willful Intent: The determination made by a Board of Survey to describe someone willfully damaging or destroying personal property.

Page 19286

Withheld pursuant to exemption

(b)(5)

of the Freedom of Information and Privacy Act

Page 19287

Withheld pursuant to exemption

(b)(5)

of the Freedom of Information and Privacy Act

Appendix C: Forms

Form	Form Name
Certificate of Excess Screening	Certificate of Excess Screening
ICE Form 12-023	Certificate of Disposal
Certificate of HD Clean	Certificate of HD Clean
DHS 560-3	DHS Property Transfer Receipt
G-504	ICE Report of Property Shipped - Received
G-514	ICE Purchase Requisition
G-570	ICE Record of Receipt-Property Issued to Employee
G-574	ICE Property Control Card for Temporary Issues
SF-120	GSA Report of Excess Personal Property
SF-122	GSA Transfer Order Excess Personal Property
SF-123	GSA Transfer Order Surplus Personal Property
SF-126	GSA Report of Personal Property for Sale

Certificate of Disposal

 U.S. Immigration and Customs Enforcement		<h1>Certificate of Disposal</h1>			
NAME ICESTUDENT01 TITLE Property Custodian OFFICE		DATE 8/12/08 PHONE NUMBER ORGANIZATION CODE ICESTW01			
REPORT NUMBER AAC-Julian Date-Log #		DATE TRANSFER, DONATION, SALE, ABANDONMENT, OR DESTRUCTION COMPLETED Date the transfer/donation/sale/abandonment/destruction was completed			
LINE ITEM NUMBER	DESCRIPTION OF PROPERTY	BAR CODE NUMBER	SALES PROCEEDS	SALES FEES	SALES AMT. TO ICE
0001	Dell Computer GX620, S/N 23490	CS26410	How much received from sale \$600	Fees applied \$100	How much \$ ICE received from sale \$500
NAME OF AGENCY/PURCHASER		ADDRESS AND TELEPHONE NUMBER	DATE PROPERTY PICKED UP OR SHIPPED	ADPE SANITIZED YES/NO N/A	
METHOD OF ABANDONMENT/DESTRUCTION			LOCATION OF ABANDONMENT/DESTRUCTION		
How property was destroyed (UNICOR,			Location where the property was destroyed or abandoned. List address		
DONATION (NAME AND ADDRESS)					
WITNESS #1			WITNESS #2		
NAME			NAME		
SIGNATURE			SIGNATURE		
ICE PERSONNEL COMPLETING CERTIFICATE OF DISPOSAL					
NAME			SIGNATURE		
TITLE					
RECIPIENT OF ITEM(S)					
NAME			SIGNATURE		
TITLE			AGENCY/COMPANY		

(This form is currently under review from ICE OPLA and Privacy for formal forms approval process)

***This also includes vehicles**

Certificate of HD Clean

SECURITY INSPECTION AND RELEASE AUTHORITY

INSTRUCTIONS						
Complete Part 1 of this form to document the local release or disposal of any component (such as a printer) or sub-component (such as a printed circuit board) being removed from any information system. File a copy of the completed form with the Accreditation Package. If the form is used to release a complete information system for which the accreditation has to be formally rescinded and components formally released, forward the signed hard copy original form and a soft copy to the Information Systems Security Branch (ISSB).						
PART I. TO BE COMPLETED BY THE CSO OR EQUIPMENT CUSTODIAN						
1. Type or print name and title [REDACTED]			2. Grade [REDACTED]		3. Date [REDACTED]	
4. Organization, Office, return mailing address [REDACTED]				5. Office phone number [REDACTED]		
6. Has the equipment processed sensitive or classified information? [REDACTED]				<input type="checkbox"/> YES		<input type="checkbox"/> NO
7. Does the equipment contain electronic or magnetic storage capability? [REDACTED]				<input type="checkbox"/> YES		<input type="checkbox"/> NO
8. Has the equipment been physically searched for sensitive or classified material? [REDACTED]				<input type="checkbox"/> YES		<input type="checkbox"/> NO
Was an incident report initiated if sensitive or classified information was found? [REDACTED]				<input type="checkbox"/> YES		<input type="checkbox"/> NO
9. Was the equipment degaussed? [REDACTED]				<input type="checkbox"/> YES		<input type="checkbox"/> NO
If YES, provide the name, model, and date of the calibration of the degausser. [REDACTED]						
10. Was the equipment overwritten? (if YES, attach a description of the overwrite procedure) [REDACTED]				<input type="checkbox"/> YES		<input type="checkbox"/> NO
11. System name on Accreditation Package [REDACTED]			12. Reason for release [REDACTED]			
13. Enter all items to be released						
MODEL	DESCRIPTION	SERIAL NUMBER	IDENTIFY ACTION			
			DESTROY	DEGAUSS	OVERWRITE	
[REDACTED]	[REDACTED]	[REDACTED]	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
[REDACTED]	[REDACTED]	[REDACTED]	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
[REDACTED]	[REDACTED]	[REDACTED]	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
[REDACTED]	[REDACTED]	[REDACTED]	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
[REDACTED]	[REDACTED]	[REDACTED]	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
[REDACTED]	[REDACTED]	[REDACTED]	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Comments: [REDACTED]						
15. Signature if individual in Part 1. [REDACTED]			16. Signature of the Organization's Information Systems Security Officer [REDACTED]			
PART II. TO BE COMPLETED BY THE INFORMATION SYSTEMS SECURITY MANAGER- The accreditation of this system (item 1) is formally rescinded once this form is signed by the ISSM. This signature authorized the release or disposal of the equipment in item 13.						
17. Signature of Information Systems Security Manager [REDACTED]					18. Date [REDACTED]	

U.S. CUSTOMS FORM 2001

SECURITY CLASSIFICATION (IF ANY)

DHS 560-3 DHS Property Transfer Receipt

DEPARTMENT OF HOMELAND SECURITY		DATE <i>Date form is created</i>		
PROPERTY TRANSFER RECEIPT		REPORT NUMBER <i>AAC-Julian date-Log #</i>		
FROM		TO		
RELEASING OFFICE <i>(Name and Address)</i> <i>Agency transferring the property</i>		RECEIVING OFFICE <i>(Name and Address)</i> <i>Office receiving the property</i>		
CUSTODIAN <i>(Name and Phone Number)</i> <i>Name of Property Custodian transferring property</i>		CONSIGNEE <i>(Name and Phone Number)</i> <i>Name of person receiving property</i>		
TERMS OF TRANSFER <i>(Describe conditions or reason for the transfer)</i>				
LINE ITEM	DESCRIPTION OF PROPERTY <i>(Include make, model, serial number, barcode number)</i>	QUANTITY	UNIT VALUE	TOTAL VALUE
0001	Dell GX620, S/N- HJV0983, Barcode- CS123456	3	\$500	\$1,500
0002	Motorola XTS 3000, S/N- ZIU9880, Barcode – ICE0000002569	1	\$600	\$600
		TOTAL	\$1,100	\$2,100
SHIPPING INSTRUCTIONS <i>How the property is being shipped</i>				
APPROVED	SIGNATURE	TITLE		DATE
RELEASED	SIGNATURE	TITLE		DATE
RECEIVED	SIGNATURE	TITLE		DATE

G-504 ICE Report of property Shipped – Received

 <b style="font-size: 1.2em;">U.S. Immigration and Customs Enforcement		Type of Transfer		Report Number AAC-Julian Date-Log #	
<i>Report of Property Shipped - Received</i>					
TRANSFERRED FROM Office Property is being transferred FROM		<input type="checkbox"/> Permanent <input type="checkbox"/> Temporary <input type="checkbox"/> Transfer <input type="checkbox"/> Loan	Page _____ of _____ Date Date form created		
TRANSFERRED TO Office Property is being transferred TO			Authorized Official Signature APO Signature		
		POC Telephone Number APO Phone #			
Estimated return date if temporary: Fill out if transfer is LOAN					
Instructions or Remarks: Location Property is Going To, Coming From, anything else important					
Item No. (1)	Description (2)	Bar Code Number (3)	Serial Number (4)	Unit of Issue (5)	Original Cost (6)
Each item gets own item number starting with 0001 0001	Descriptions should be brief but complete Example: Dell Computer GX240, Model.12345, Computer works but has bad video card	CS123456	AB11XYZ	1	\$1,500
Shipped by			Received by		
Date	Signature and Title APO or Delegate	Date	Signature and Title A P O o r D e l e g a t e		

G-514 ICE Purchase Requisition

REQUISITION — MATERIALS-SUPPLIES-EQUIPMENT					1. NUMBER DRO-04-RQ0029	
SEE INSTRUCTIONS ON REVERSE					2. DATE 28-MAY-2004	
					3. ACTIVITY SYMBOL See Attachment A	
4. TO: NAME AND ADDRESS — PROCUREMENT SECTION (OR STOREROOM) DHS PROCUREMENT OFFICE 24000 AVILA ROAD LAGUNA HIGUEL, CA 92677			5. FROM: NAME AND ADDRESS — REQUISITIONER DHS ICE EARL R BRANCH (b)(6);(b)(7)(C) 24000 AVILA ROAD, # 5180 LAGUNA HIGUEL, CA 92677			
STOCK NUMBER	DESCRIPTION OF ARTICLE (MAKE, MODEL, TYPE, SIZE, COLOR, MFG, ETC)	QUANTITY	UNIT	COST		ACTION CODE
				UNIT PRICE	AMOUNT	
6	7	8	9	10	11	12
	DOCUMENT MAILING FEE	1	EA	20 00	20 00	
	EST. FEE AND COST FOR COURT REPORTER TRANSCRIPTION SERVICES	5	EA	400 00	2,000 00	
	COURT REPORTER APPEARANCE FEE FOR 1-DAY	1	EA	150 00	150 00	
Justification: COURT REPORTER NEEDED FOR ARBITRATION HEARING FOR EMPLOYEE ROBYN PERRY Recommended Vendor: 521097058 NEAL R GROSS & CO INC CCR DATA IN SYSTEM WASHINGTON, DC 20005-3701 Phone: (202) 234-4433 Contact: NEAL GROSS						
13. SIGNATURE OF APPROVING OFFICIAL			14. TITLE OF APPROVING OFFICIAL			
24. SIGNATURE OF FUNDING OFFICIAL (b)(6);(b)(7)(C)			25. TITLE OF FUNDING OFFICIAL		15. TOTAL 2,170 00	
16. KEY TO ACTION CODE				PROCUREMENT SECTION (OR STOREROOM)		
S	SUBSTITUTE ITEM	2	CANCELLED—NOT STOCKED	17. DATE RECEIVED		19. PURCHASE ORDER
B	BACK ORDERED	3	CANCELLED—NOT ABLE TO IDENTIFY			DATE NUMBER
D	PURCHASED FOR DIRECT SHIPMENT	0	OTHER — AS INDICATED	18. APPROVED		
1	CANCELLED—STOCK EXHAUSTED					
I CERTIFY THAT THE ABOVE ARTICLES — COLUMNS 3, 9 AND 12 — HAVE BEEN RECEIVED.						
20. LOCATION		21. DATE		22. SIGNATURE		23. TITLE

United States Department Of Homeland Security
 Immigration And Customs Enforcement
 FORM G-514 (REV. 8-1-5)

G-570 ICE Record of Receipt-Property Issues to Employee

1. Employee Name and Title Purpose of Issued Property:				2. Location/Program		
PROPERTY		RECEIVED			RETURNED	
3. Quantity	4. Description	5. Serial No.	6. Date	7. Employee's Signature	8. Date	9. Supervisor's Signature

SF-120 GSA Report of Excess Personal Property

STANDARD FORM 120 REV. APRIL 1957 GEN. SERV. ADMIN. FPMR (41 CFR) 101-		REPORT OF EXCESS PERSONAL PROPERTY		1. REPORT NO. AAC-0231-0008	2. DATE MAILED 8/20/08	3. TOTAL COST \$ 1464.00	
4. TYPE OF REPORT	(Check "a," "b," "c," "d," "e," "f," "g," "h," "i," "j," "k," "l," "m," "n," "o," "p," "q," "r," "s," "t," "u," "v," "w," "x," "y," "z")	<input checked="" type="checkbox"/> a. ORIGINAL	<input type="checkbox"/> b. CORRECTED	<input type="checkbox"/> c. PARTIAL W/D	(Also check "e" and/or "f" if appropriate)		<input type="checkbox"/> e. OVERSEAS
5. TO (Name and Address of Agency to which report is made) THRU ICE HQ OCFO/OAA Attn: NUO 50012th ST SW, Washington, DC 20536				6. APPROP. OR FUND TO BE REIMBURSED (if any)			
7. FROM (Name and Address of Reporting Agency) (b)(6);(b)(7)(C) Washington DC, 20536 202-555-(b)(6); (b)(7)(C) 202-569-(b)(6);(b)(7)(C)				10. AGENCY APPROVAL (If applicable) APO Signature		Accountable Property Officer (SAC, FOD, etc.)	
9. FOR FURTHER INFORMATION CONTACT (Title, Address and Telephone No.) Program Point of Contact, Address and Phone Number				11. SEND PURCHASE ORDERS OR DISPOSAL INSTRUCTIONS TO (Title, Address and Telephone No.) N/A		12. GSA CONTROL NO.	
13. FSC GROUP NO.	14. LOCATION OF PROPERTY (If location is to be abandoned give date) 425 I St., NW, Room 1122 Washington, DC 20536		15. REIM/REQD YES NO		16. AGENCY CONTROL NO.	17. SURPLUS RELEASE DATE TBD or leave blank	
18. EXCESS PROPERTY LIST							
ITEM NO. (a)	DESCRIPTION (b)	COND. (c)	UNIT (d)	NUMBER OF UNITS (e)	ACQUISITION COST		FAIR VALUE % (h)
					PER UNIT (f)	TOTAL (g)	
0001	Dell Computer 1400SC ICE Computer's hard drive no	7	EA	1	\$1,464	\$1,464.00	
0002	(Manufacturer, Model, Serial # Barcode)						
STANDARD FORM 120 REV. APRIL 1957 EDITION (Use Standard Form 120A for Continuation Sheets) 120-104							

SF-122 GSA Transfer Order Excess Personal Property

STANDARD FORM 122 JUNE 1974 GENERAL SERVICES ADMINISTRATION FPMR (41 CFR) 101-2.306 FPMR (41 CFR) 101-3.315		TRANSFER ORDER EXCESS PERSONAL PROPERTY				1. ORDER NO. Report Number AAC-Julian Date- Log #			
						2. DATE Date form is created			
3. TO: General Services Administration* The Address for GSA in your Region				4. ORDERING AGENCY (Full name and address)* Agency receiving the Property					
5. HOLDING AGENCY (Name and address)* APO's Name, Address, Phone and Fax Numbers				6. SHIP TO (Consignee and destination)* Only complete if Address is different from above If same, put "Same as Block 4"					
7. LOCATION OF PROPERTY Address of where property is physically located				8. SHIPPING INSTRUCTIONS How the property was shipped					
9. ORDERING AGENCY APPROVAL									
a. SIGNATURE Person receiving the property		b. DATE Date property was received		Leave Blank Use only for reimbursements					
c. TITLE Title of person receiving property				11. ALLOTMENT Leave Blank		12. GOVERNMENT B/L NO. Leave Blank			
13. PROPERTY ORDERED									
GSA AND HOLDING AGENCY NOS. (a)		ITEM NO. (b)	DESCRIPTION <i>(Include noun name FSC Group and Class. Condition code and if available, National Stock Number)</i> (c)			UNIT (d)	QUANTITY (e)	ACQUISITION COST	
								UNIT (f)	TOTAL (g)
Barcode Number		0001				EA	2	\$1,500	\$3,000
14. GSA APPROVAL		a. SIGNATURE Leave for GSA			b. TITLE		c. DATE		
FOR	AGENCY & LOCATION								
GSA USE ONLY	AGENCY	STATE	FSC	CONDITION	SOURCE CODE				

SF-123 GSA Transfer Order Surplus Personal Property

TRANSFER ORDER SURPLUS PERSONAL PROPERTY		1. ORDER NUMBER(S) a. _____ b. _____		FORM APPROVED OMB NUMBER 3090-0014	PAGE 1 OF PAGES		
2. TYPE OF ORDER <input type="checkbox"/> STATE AGENCY <input type="checkbox"/> DOD(SEA) <input type="checkbox"/> FAA		3. SURPLUS RELEASE DATE	4. SET ASIDE DATE	5. <input type="checkbox"/> NON-REPORTABLE <input type="checkbox"/> REPORTABLE	6. TOTAL ACQUISITION COST		
7. TO GENERAL SERVICES ADMINISTRATION* The address for GSA in their region				8. LOCATION OF PROPERTY If different than block 9			
9. HOLDING AGENCY (Name and Address)* Name and address of Agency who has the property				10. FOR GSA USE ONLY SOURCE CODE <input type="checkbox"/> STATE <input type="checkbox"/> <input type="checkbox"/> CITY <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> TYPED OF DONATION <input type="checkbox"/> <input type="checkbox"/> ADJUSTED ALLOCATION CODE <input type="checkbox"/> <input type="checkbox"/>			
11. PICKUP OR SHIPPING INSTRUCTIONS*							
12. SURPLUS PROPERTY LIST							
L/I NO.	IDENTIFICATION NUMBER(S)	DESCRIPTION	DEMIL. CODE	COND. CODE	QUANTITY AND UNIT	ACQUISITION COST	
						UNIT	TOTAL
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
001	Barcode number	Make Model name, Model, and Serial Number	A	4	1	\$500	\$500
13. TRANSFEREE ACTION Transferee certifies and agrees that transfers and donations are made in accordance with 41 CFR 101-44, and to the terms, conditions, and assurances as specified on this document.		a. TRANSFEREE (Name and address of state Agency, SEA, or public airport)* Person receiving the item		b. SIGNATURE AND TITLE OF STATE AGENCY OR DONEE REPRESENTATIVE		c. DATE	
				d. SIGNATURE OF HEAD OF SEA (School or National Headquarters)		e. DATE	
14. ADMINISTRATIVE ACTION I certify that the administrative actions pertinent to this order are in accordance with 41 CFR 101-44 and as specified on this document have been and are being taken.		a. DETERMINING OFFICER (DOD OR FAA)*		b. SIGNATURE OF DETERMINING OFFICER		c. DATE	
		d. GSA APPROVING OFFICER		e. SIGNATURE OF APPROVING OFFICER		f. DATE	
*Please include "ZIP codes" in all address blocks. (Rev6-82) NSN 7540-00-965-2415 (41 CFR) 101.44.110 Previous Editions not usable			WHITE		STANDARD FORM 123 Prescribed by GSA FPMR		

SF-126 GSA Report of Personal Property for Sale

		Page 93	OF			
1. FROM (name, address and zip code of owning agency) Office giving the property away		2. REPORT NO. AAC-Julian Date-log number				
		3. DATE Date form is completed				
6. PUBLIC MAY INSPECT PROPERTY BY CONTACTING (NAME, ADDRESS, ZIP CODE) Same as Block #1		4. FSC GROUP 2310 (vehicle)				
		5. TOTAL ACQUISITION COST <i>Original purchase price</i>				
8. TO		7. PROPERTY LOCATED AT Where the property is physically located				
General Services Administration Region Contact Information		9.				
		a. ACTIVITY WILL LOAD FOR PURCHASER (If the office has the means to load the equipment) <input type="checkbox"/> (1) YES <input type="checkbox"/> (2) NO b. EXTENT (if CHECKED "YES") (e.g. forklift or pallet jack)				
12. SEND EXECUTED SALES DOCUMENTS TO (NAME, ADDRESS AND ZIP CODE) Same as Block #1		10. PROPERTY IS EXCHANGE/SALE <input type="checkbox"/> a. YES <input type="checkbox"/> b. NO				
		11. PROPERTY IS REIMBURSABLE <i>(same answer as</i> <input type="checkbox"/> a. YES <input type="checkbox"/> b. NO				
13. DEPOSIT PROCEEDS TO (APPROPRIATE FUND SYMBOL AND TITLE) Account # specified by the Property office		14. STATION DEPOSIT SYMBOL OR STATION ACCOUNT NUMBER Leave blank				
15. UTILIZATION AND DONATION SCREENING REQUIREMENTS COMPLETED. PROPERTY IS AVAILABLE FOR SALE.		BY (SIGNATURE AND TITLE)				
16. PROPERTY LIST (USE CONTINUATION SHEET, IF NECESSARY)						
ITEM NO. (a)	ITEM NO. ASSIGNED BY GSA (b)	COMMERCIAL DESCRIPTION AND	UNIT (d)	NUMBER OF UNITS (e)	ACQUISITION COST	
					PER UNIT	TOTAL (g)
0001	Barcode Number		EA	2	\$1,500	\$3,000
17. RECEIPT OF PROPERTY AT GSA SALES SITE OR CENTER ACKNOWLEDGED		18. RECEIPT IS HEREBY ACKNOWLEDGED				
SIGNATURE AND TITLE Leave for GSA		DATE	SIGNATURE AND TITLE		DATE	
FOR GSA INTERNAL USE ONLY						
19. SALE NO.		20. TYPE OF SALE	21. INSPECTION DATES	22. BID OPENING DATE AND TIME		

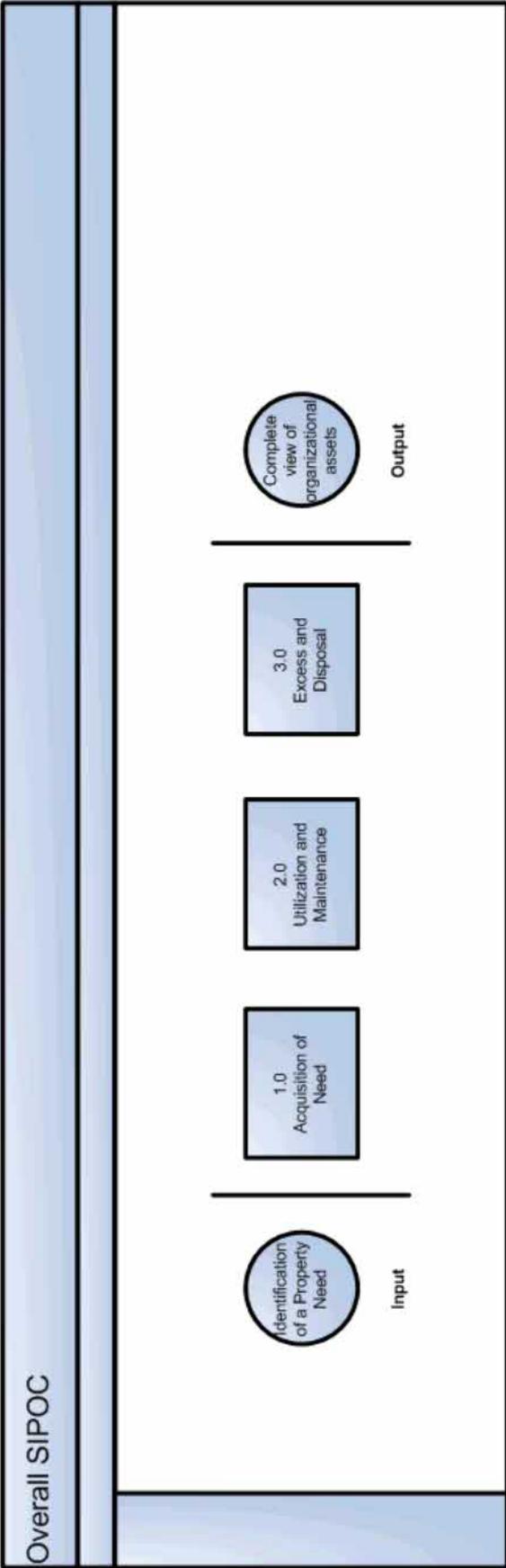
Appendix D: Acronym List

Acronym	Full Title	Acronym	Full Title
ACCS	Accounting Code Classification Structure	NFTTU	National Firearms and Tactical Training Unit
ADPE	Automated Data Processing Equipment	NUO	National Utilization Officer
APO	Accountable Property Officer	OAC	Office of Assurance and Compliance
ASB	Administrative Services Branch	OAA	Office of Asset Management
BFC	Burlington Finance Center	OAQ	Office of Acquisition
BOS	Board of Survey	OCFO	Office of The Chief Financial Officer
CFL	Computers for Learning Program	OCIO	Office of the Chief Information Officer
CO	Contracting Officer	OFM	Office of Financial Management
DASM	Deputy Assistant Secretary for Management	OMB	Office of Management and Budget
DFC	Dallas Finance Center	OPR	Office of Professional Responsibility
DHS	Department of Homeland Security	ORG	Operational Risk Group
DHS-560-3	DHS Property Transfer Receipt	PC	Property Custodian
EBOS	Executive Board of Survey	PCard	Purchase Card
ECSF	East Coast Staging Facility	PCN	Potomac Center North
FFMS	Federal Financial Management System	PMO	Property Management Officer
G-504	ICE Report of Property Shipped - Received	PPOH	Personal Property Operations Handbook
G-514	ICE Purchase Requisition	PR	Purchase Request
G-570	ICE Record of Receipt-Property Issued to Employee	RO	Receiving Officer
G-574	ICE Property Control Card for Temporary Issues	ROS	Report of Survey
GSA	General Services Administration	SAMS	Sunflower Asset Management System
GSAXcess	GSA asset management system	SF-120	GSA Report of Excess Personal Property
HD	Hard drive	SF-122	GSA Transfer Order Excess Personal Property
HPPM	Headquarters Program Property Manager	SF-123	GSA Transfer Order Surplus Personal Property
ICE	U.S. Immigration and Customs Enforcement	SF-126	GSA Report of Personal Property for Sale
HSI	Homeland Security Investigations	SFFAS	Statement of Federal Financial Accounting Standards
ITFO	Information Technology Field Operations	SOP	Standard Operating Procedure
LPC	Local Property Custodian	TIE	Technical Investigative Equipment
NBOS	National Board of Survey	TMF	Technical Maintenance Facility

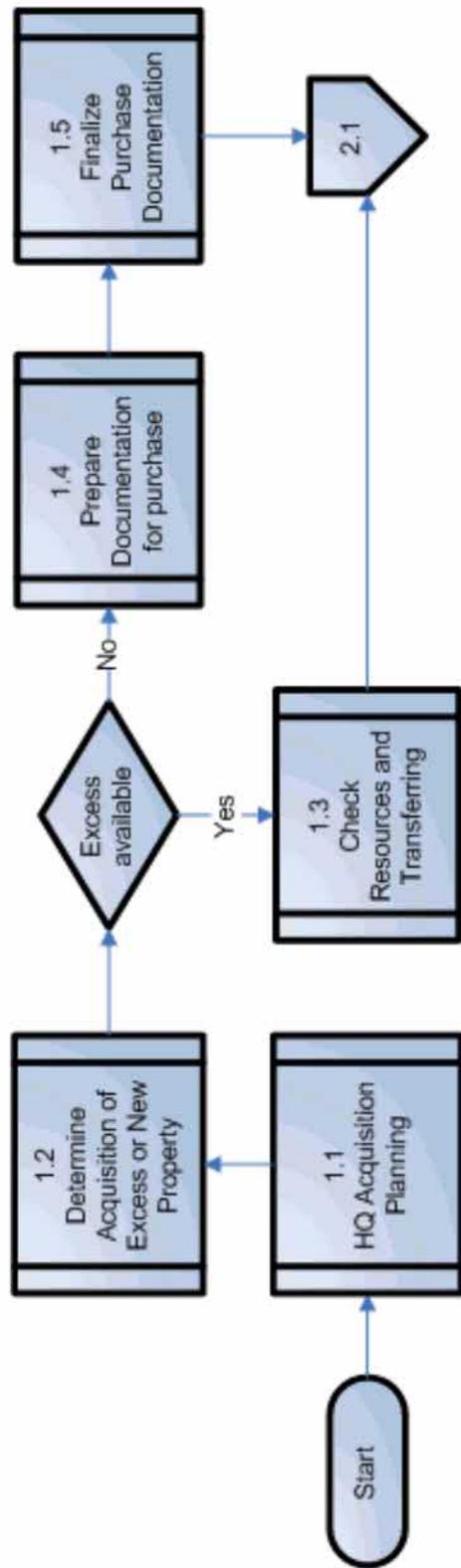
Appendix E: Process Flows with Key Control Matrices

Process Flow Summary:

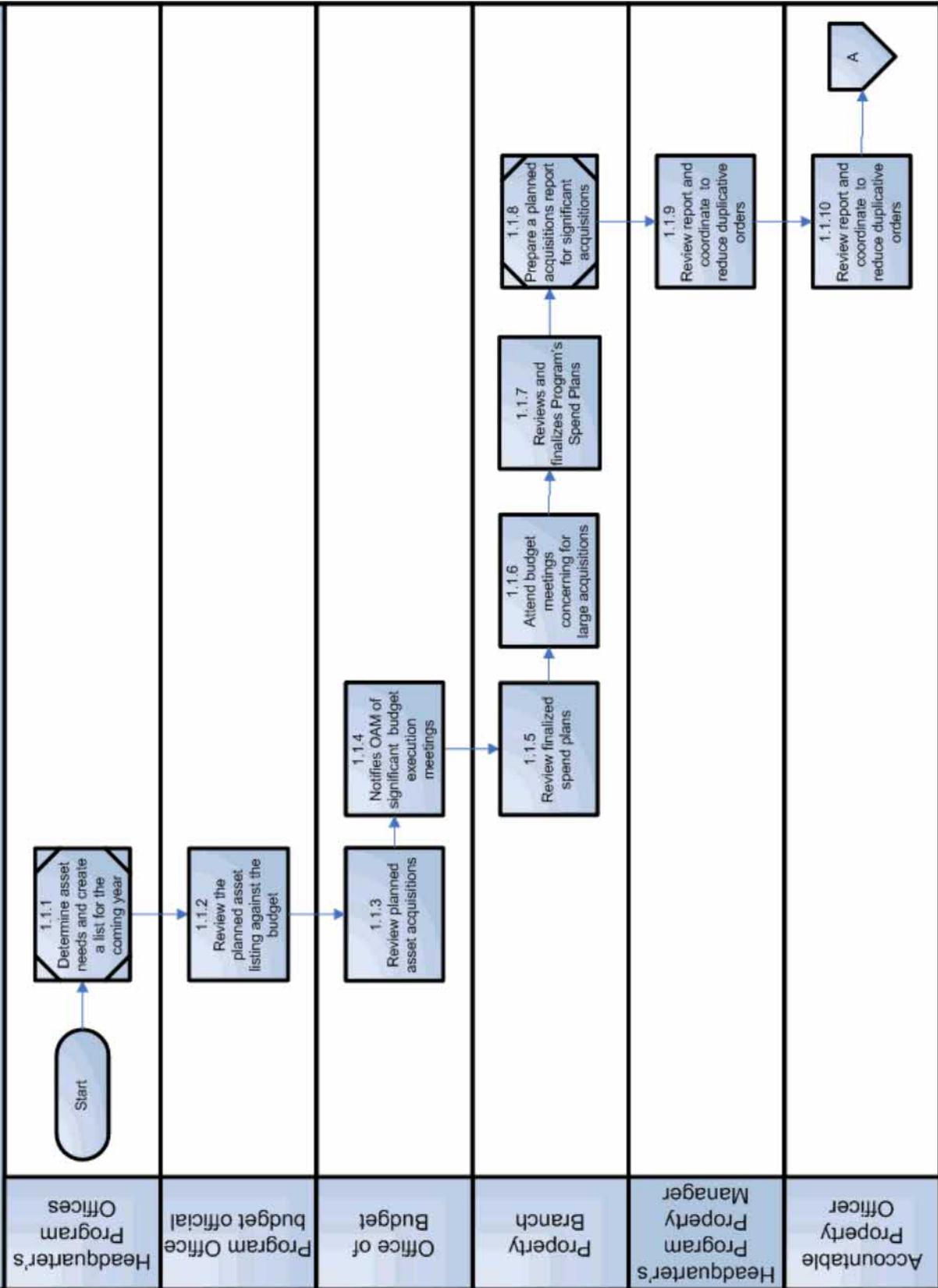
Life Cycle Component	Process Flow Title with Key Control Matrix
HQ Acquisition Planning	1. HQ Acquisition Planning
Acquiring Accountable Personal Property	1. Acquiring Excess Property 2. Acquiring Property through Procurement 3. Acquiring Property using a Purchase Card (PCard) 4. Leasing Property
Receiving and Barcode Labeling	1. Receiving and Barcode Labeling
Creating Property Records	1. Creating Property Records
Acquisition Costs and Values	1. Acquisition Costs and Values
Internal Transfers and Reassignments	1. Internal Transfers and Reassignments
The Inventory Process	1. The Inventory Process
Warehousing and Storage	1. Warehousing and Storage
Excess Screening	1. Excess Screening
Disposal	1. Disposal of Accountable Personal Property Through Donation 2. Disposal of Property through Sales 3. Disposal through Abandonment or Destruction



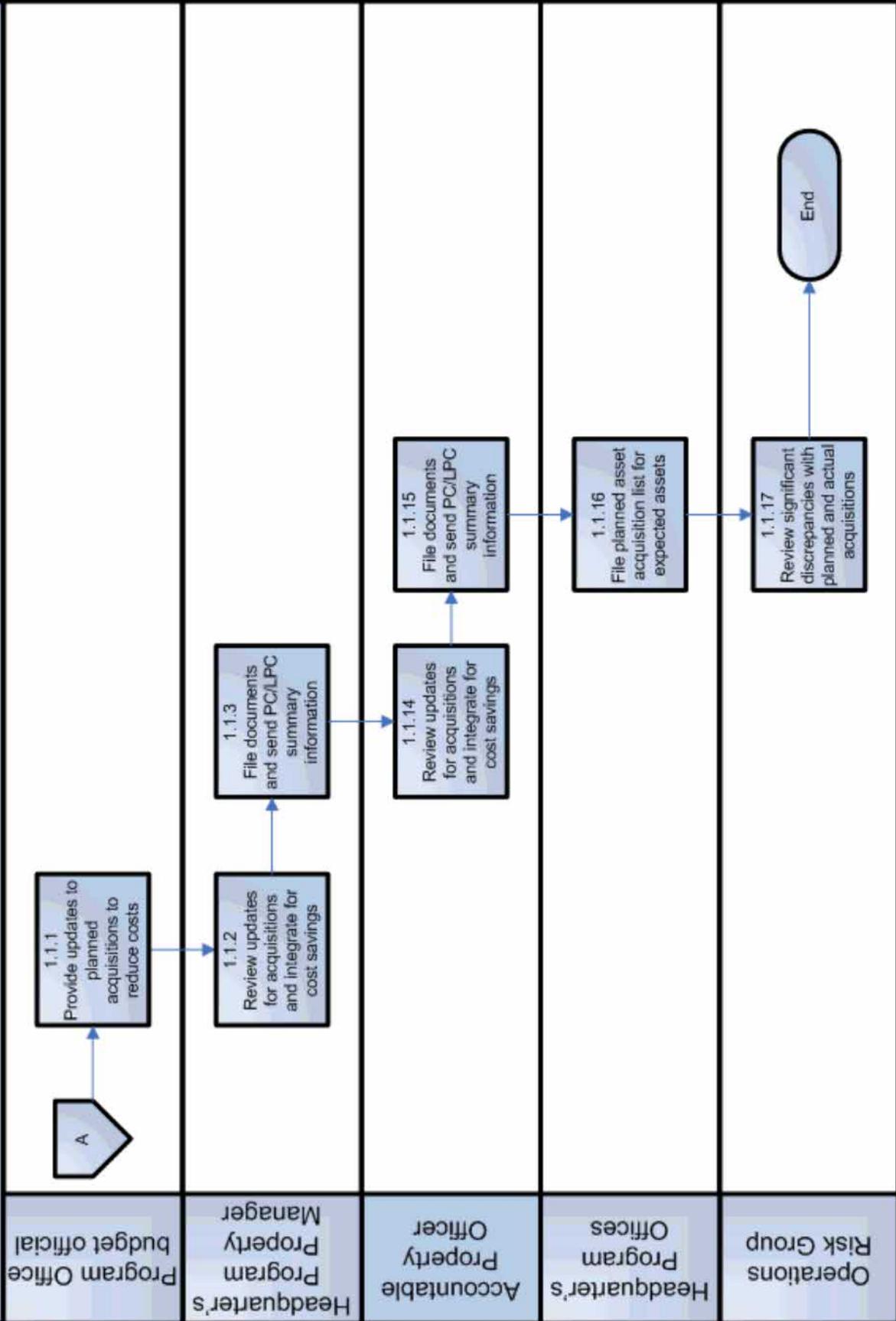
1.0 Acquisition Need



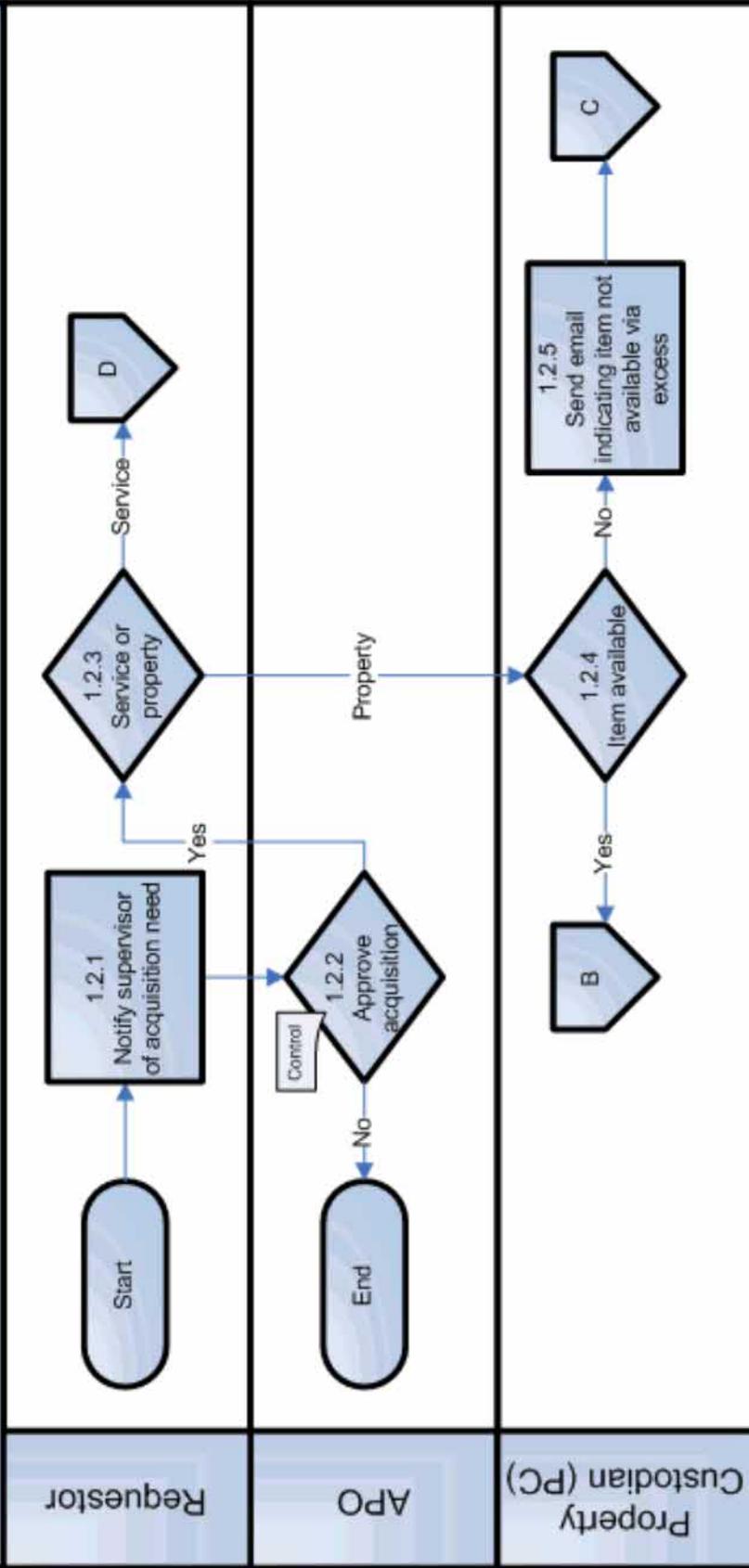
1.1 HQ Acquisition Planning - Part 1



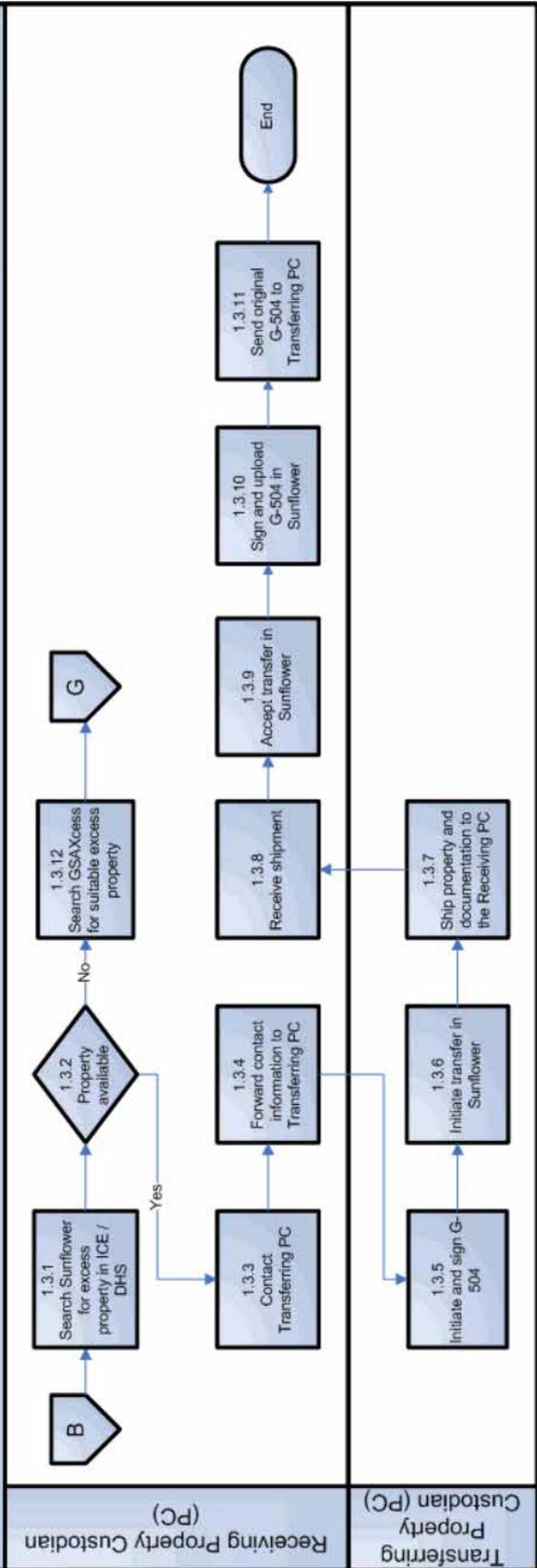
1.1 HQ Acquisition Planning – Part 2



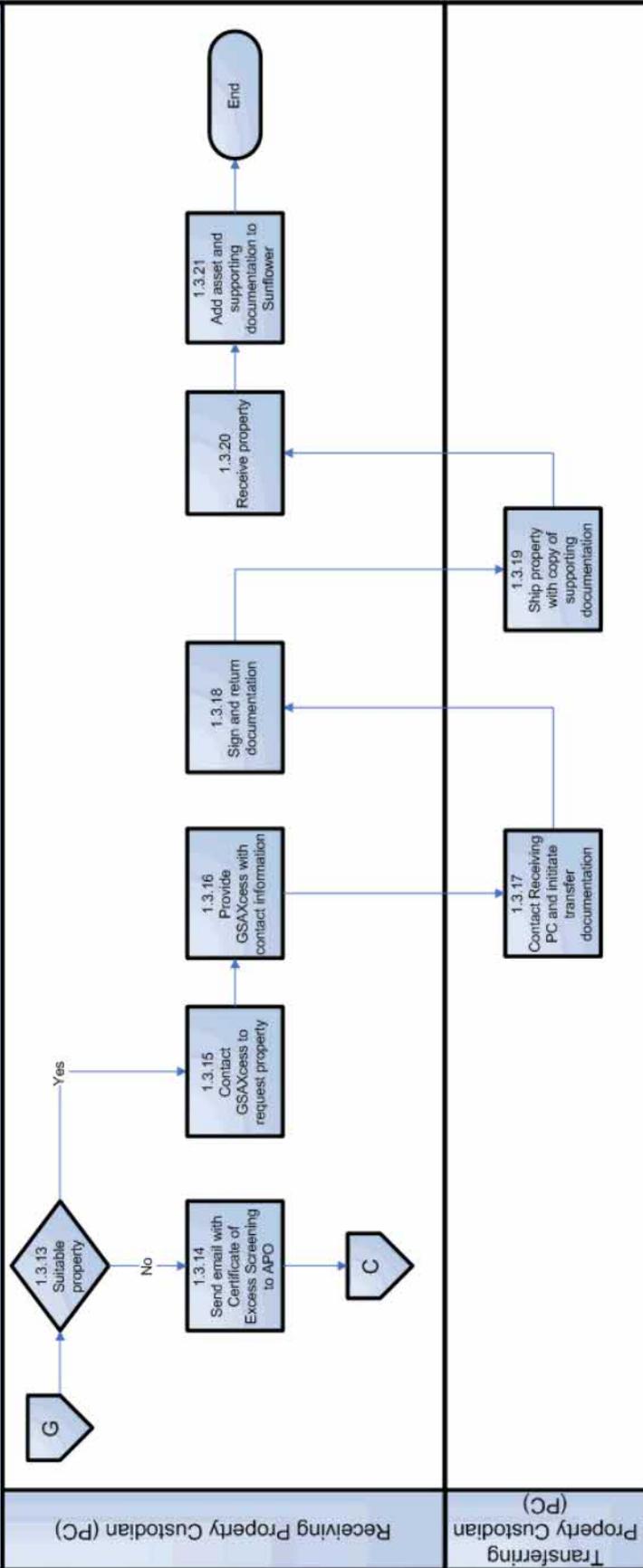
1.2 Determine Acquisition of Excess or New Property



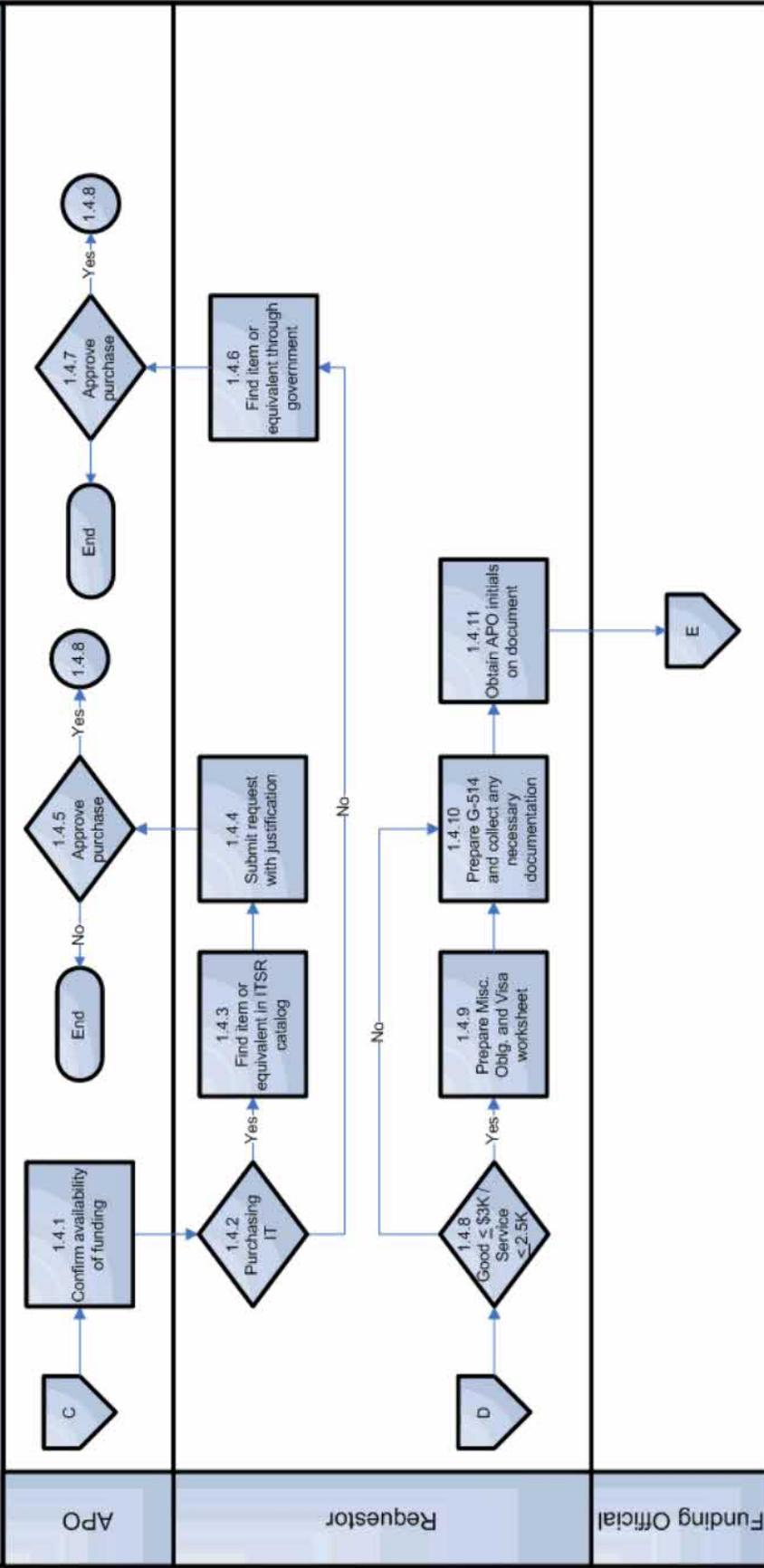
1.3 Check Resources and Transfer – Part 1



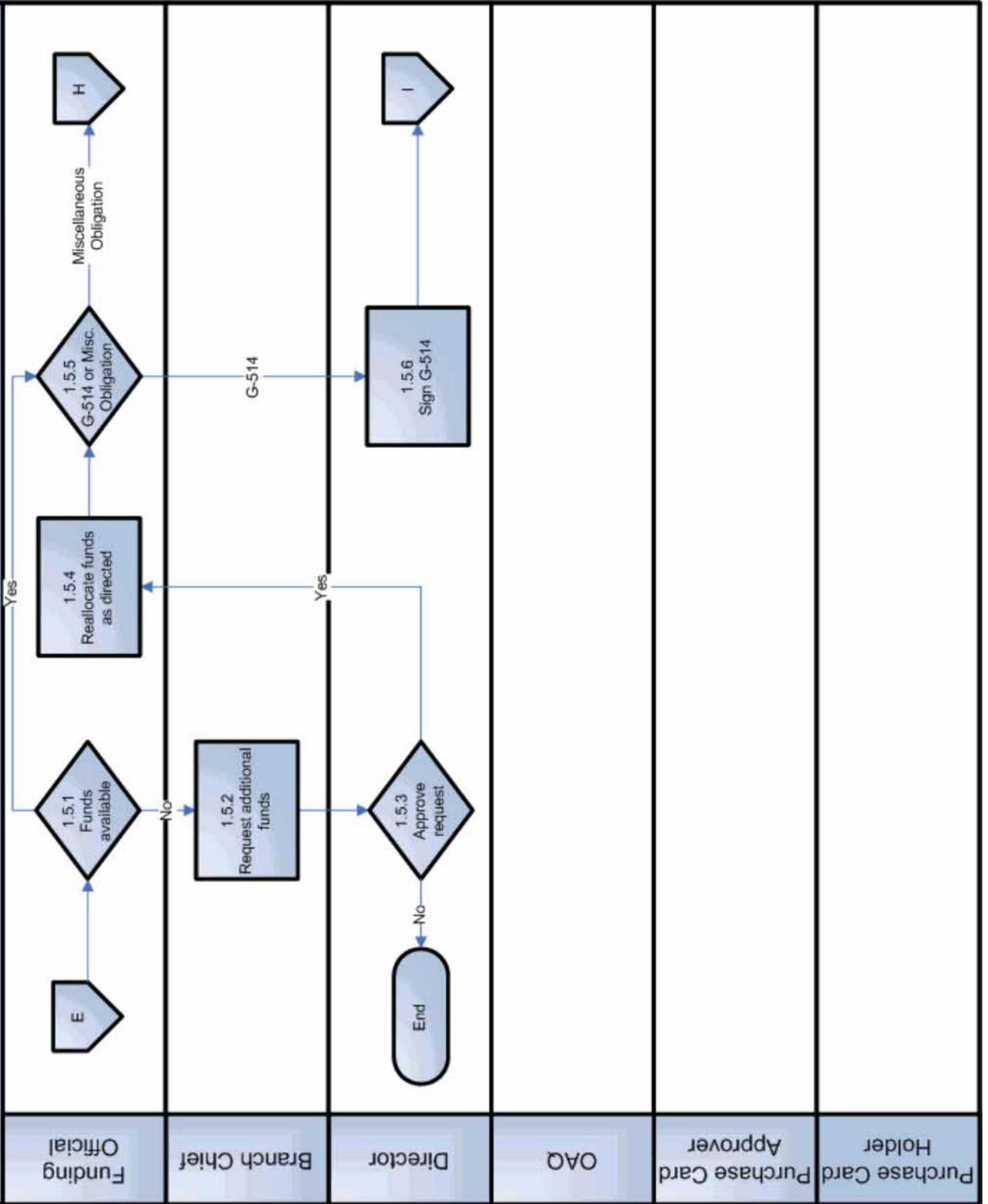
1.3 Check Resources and Transfer -- Part 2



1.4 Prepare Documentation for Purchase



1.5 Finalize Purchase Documentation – Part 1



Funding Official

Branch Chief

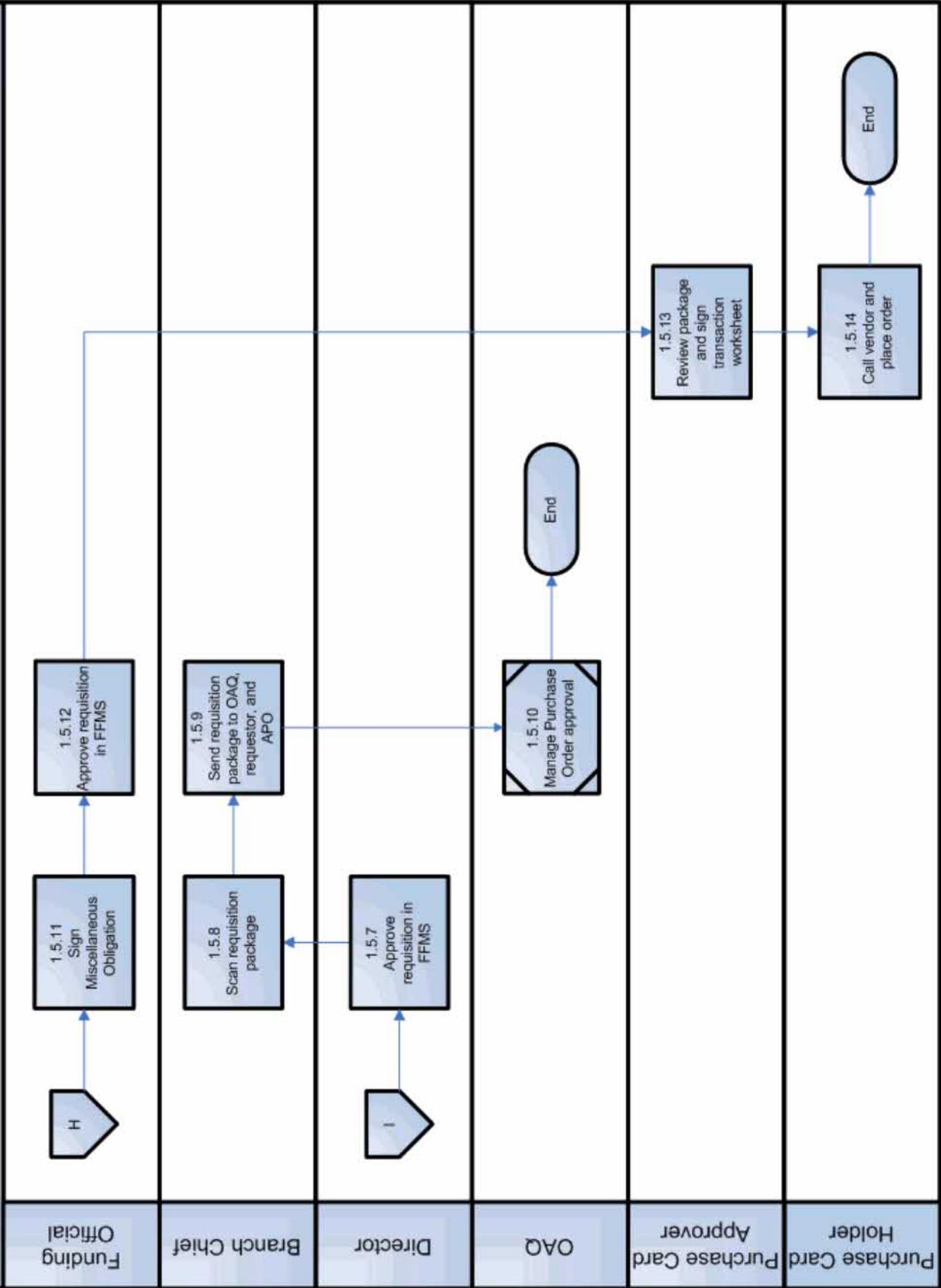
Director

OAQ

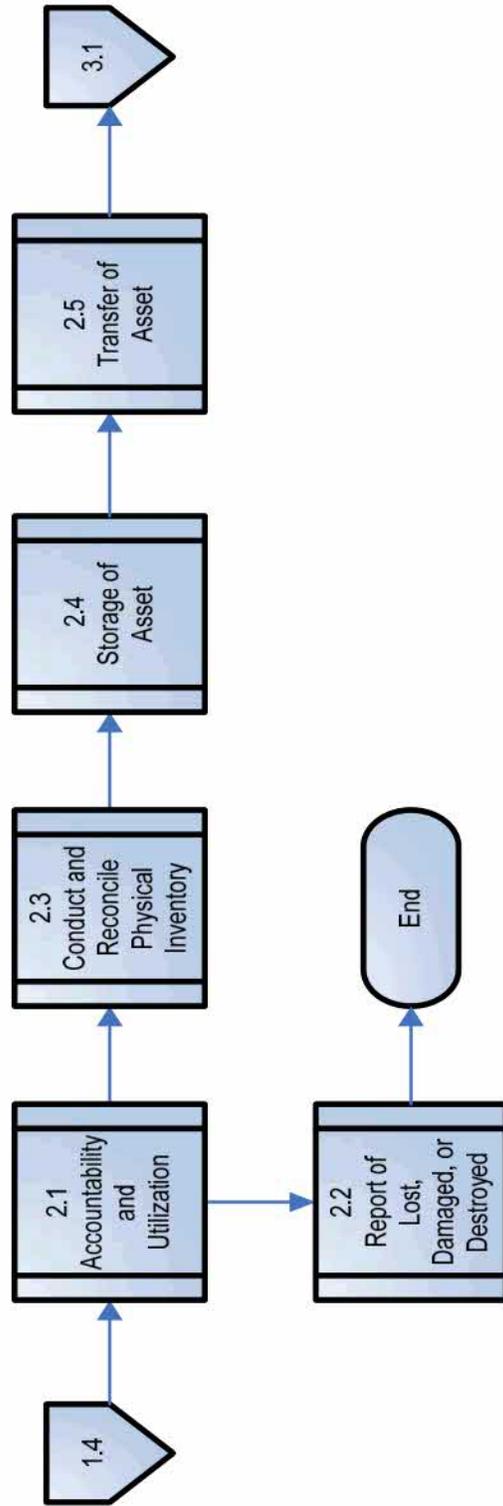
Purchase Card Approver

Purchase Card Holder

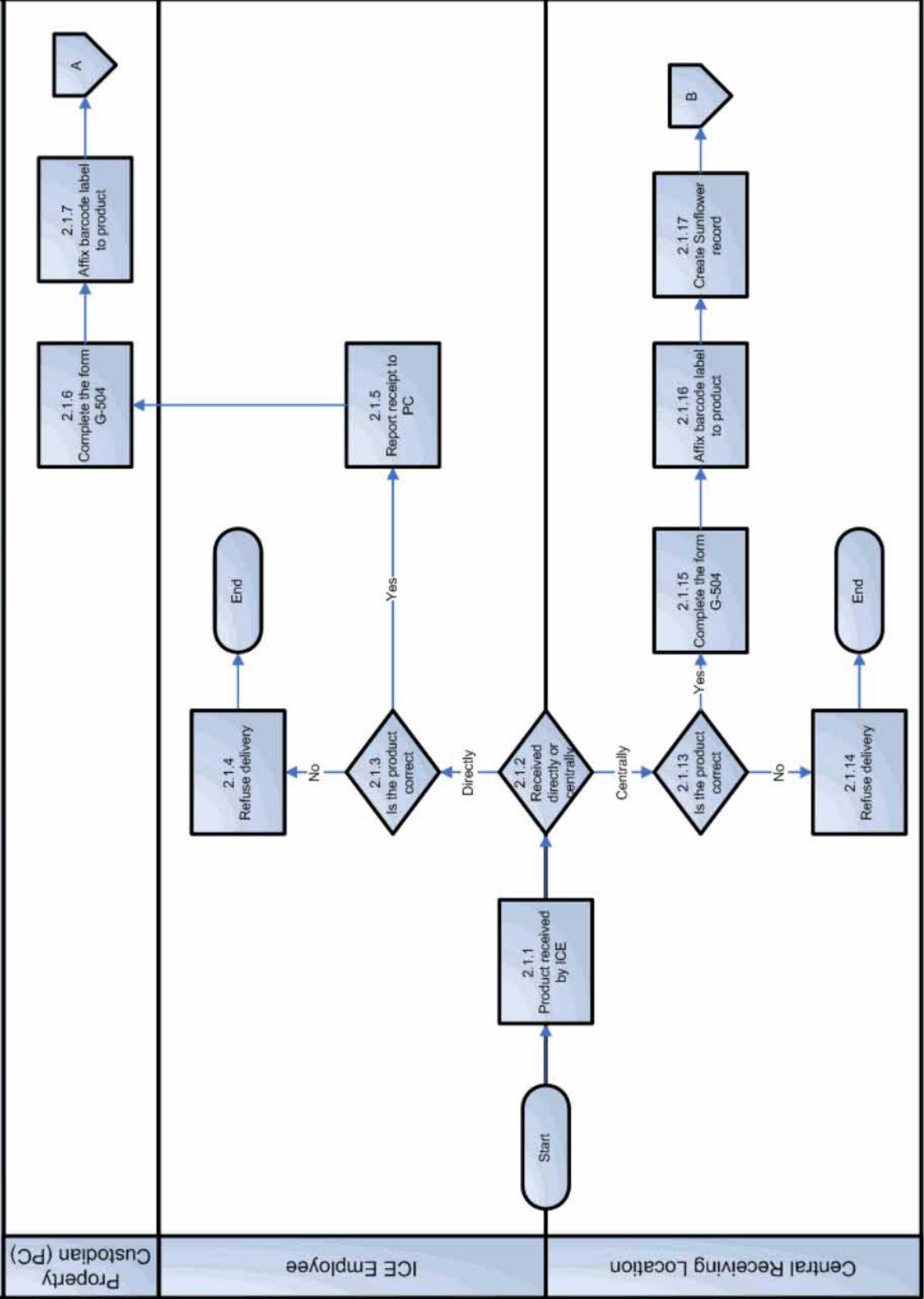
1.5 Finalize Purchase Documentation – Part 2



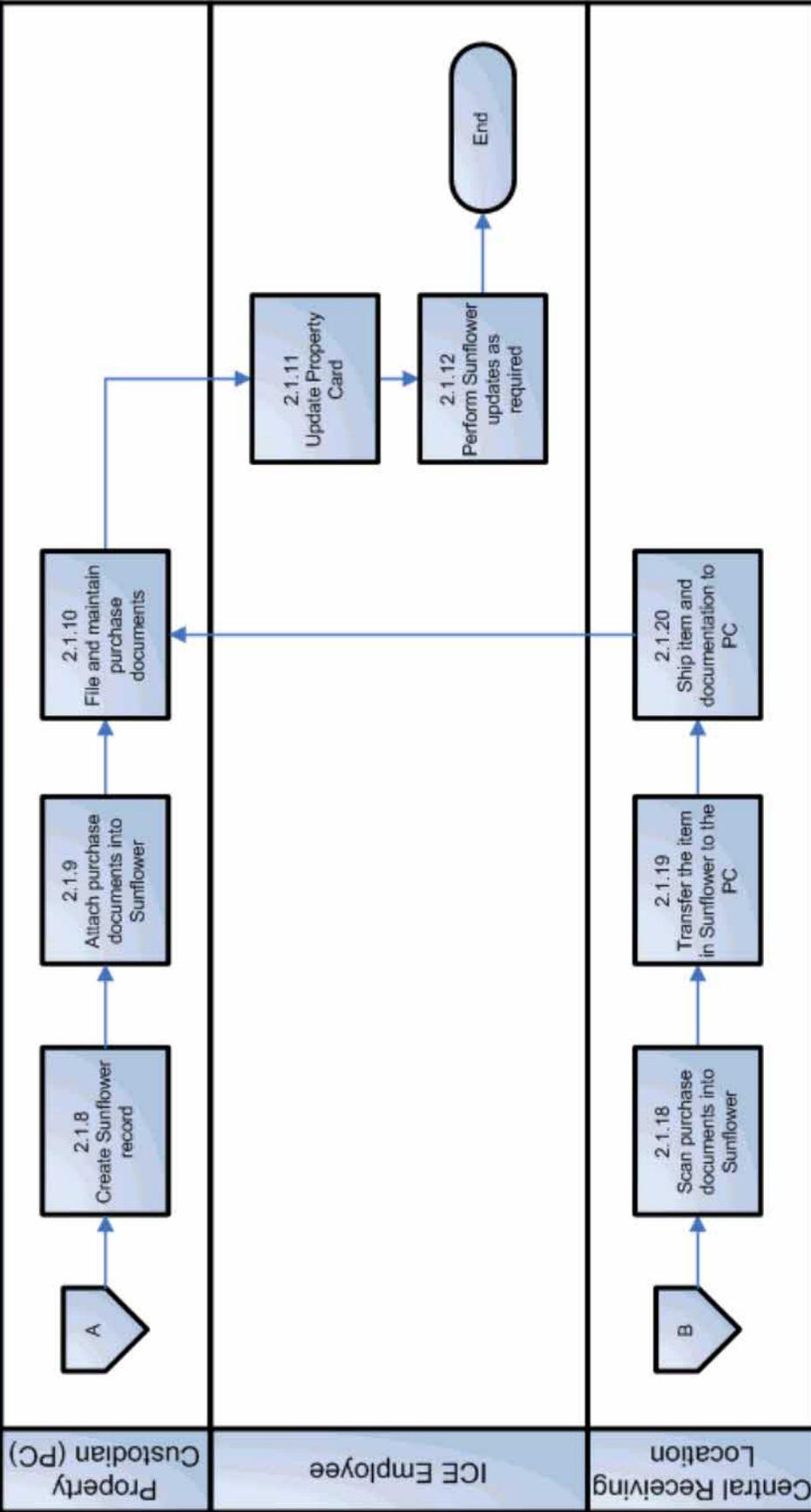
2.0 Utilization and Maintenance Process



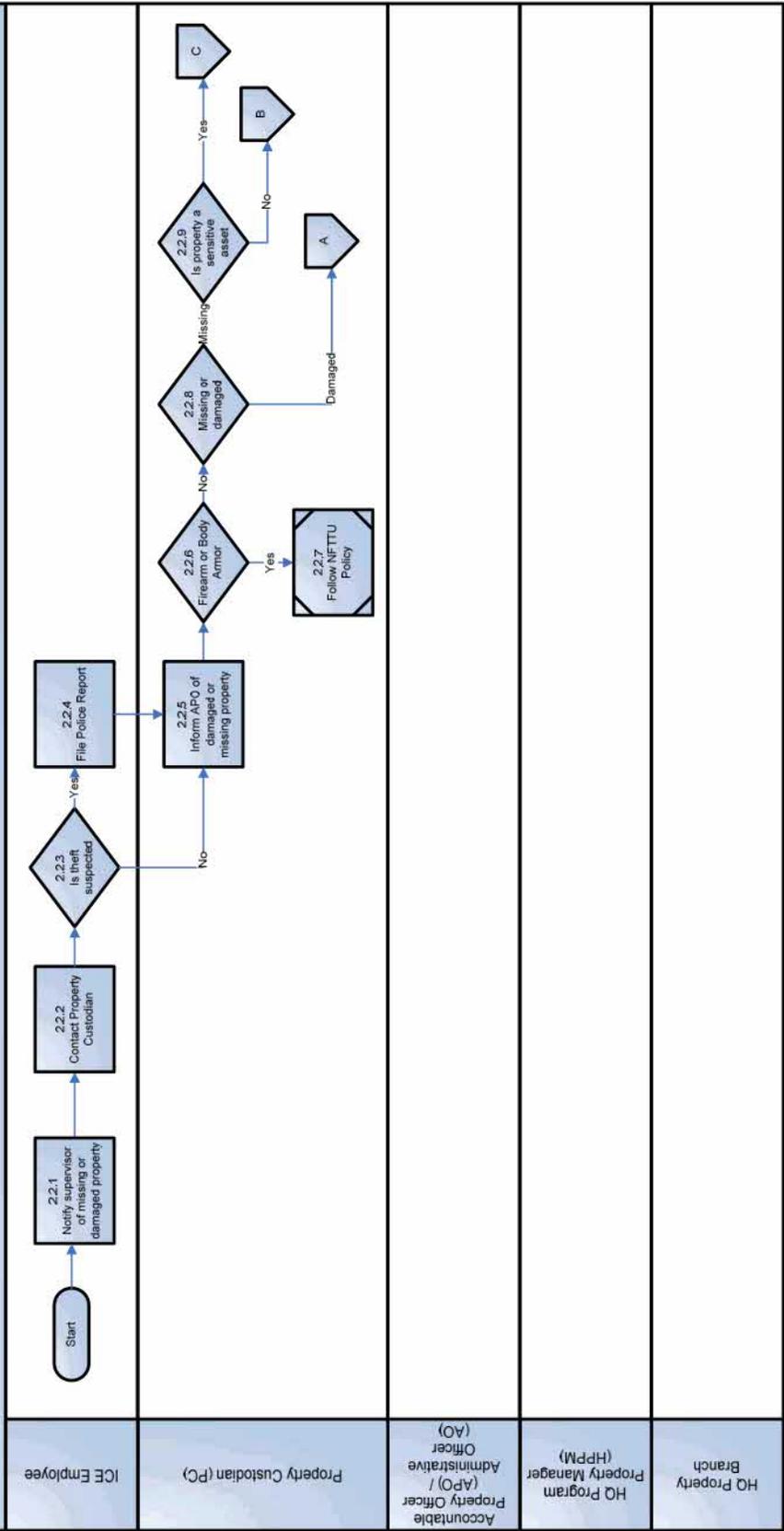
2.1 Accountability and Utilization – Part 1



2.1 Accountability and Utilization – Part 2

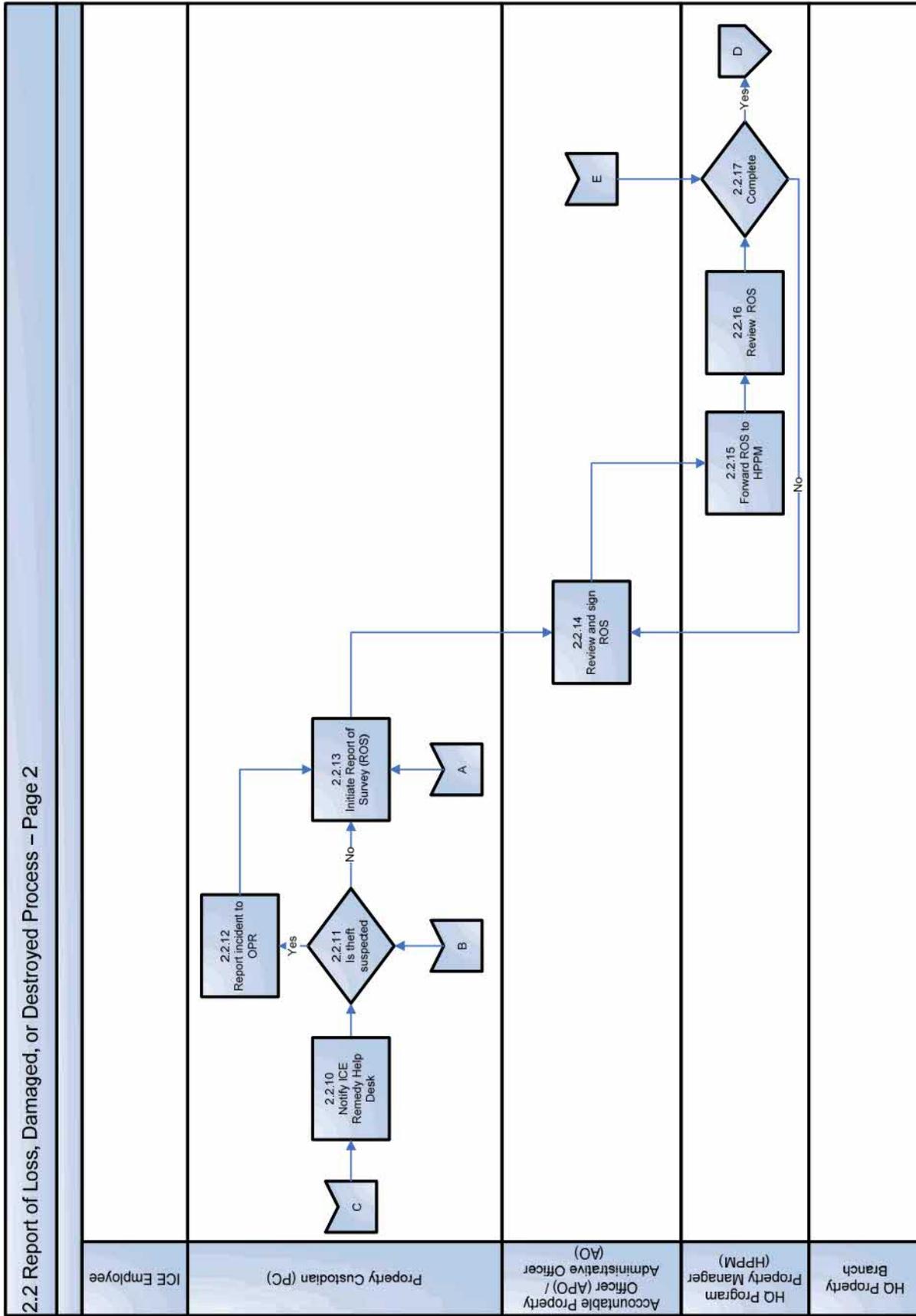


2.2 Report of Loss, Damaged, or Destroyed Process – Page 1

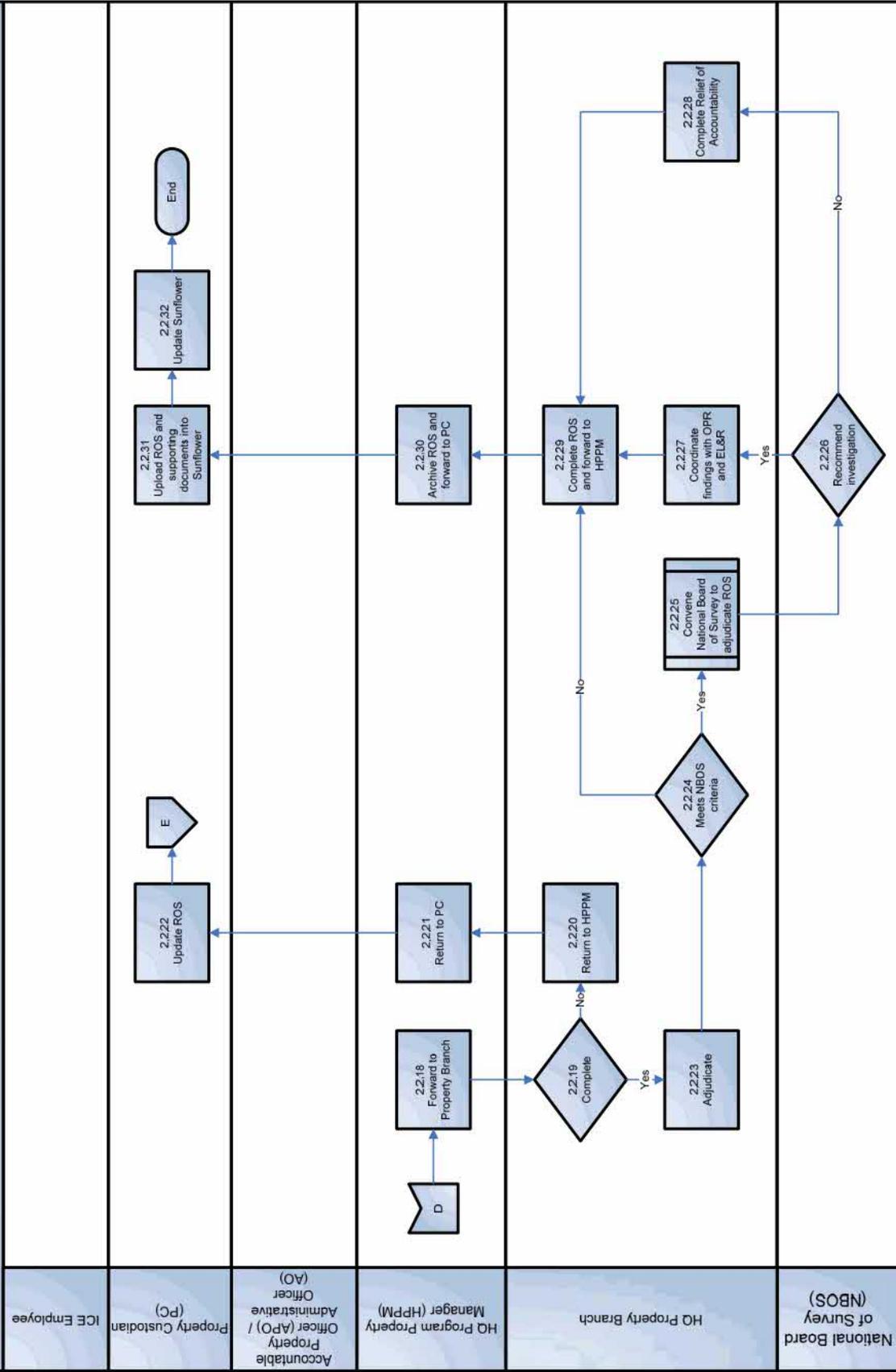


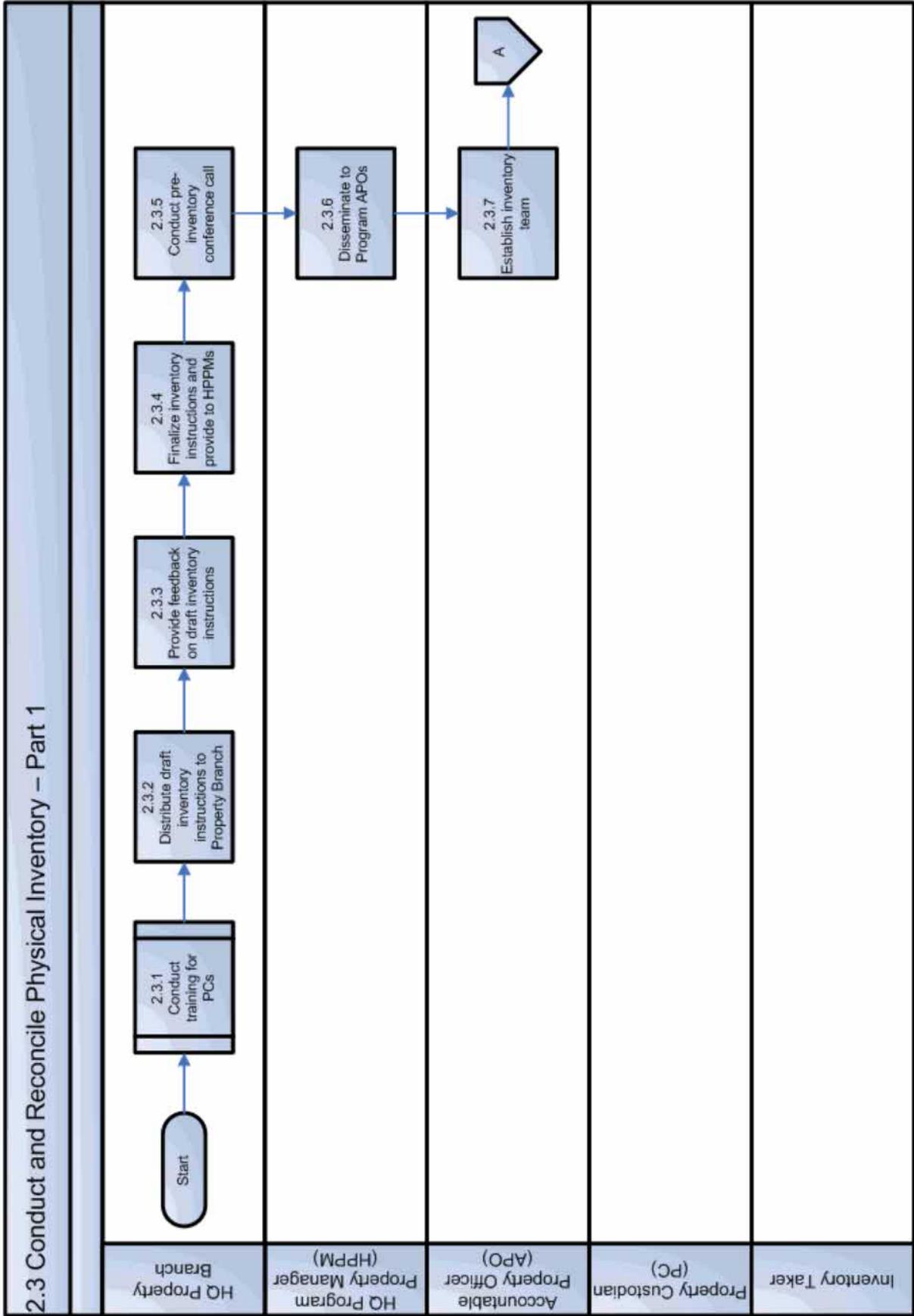
ICE Employee	
Property Custodian (PC)	
Accountable Property Officer (APO) / Administrative Officer (AO)	
HQ Program Property Manager (HPPM)	
HQ Property Branch	

2.2 Report of Loss, Damaged, or Destroyed Process – Page 2

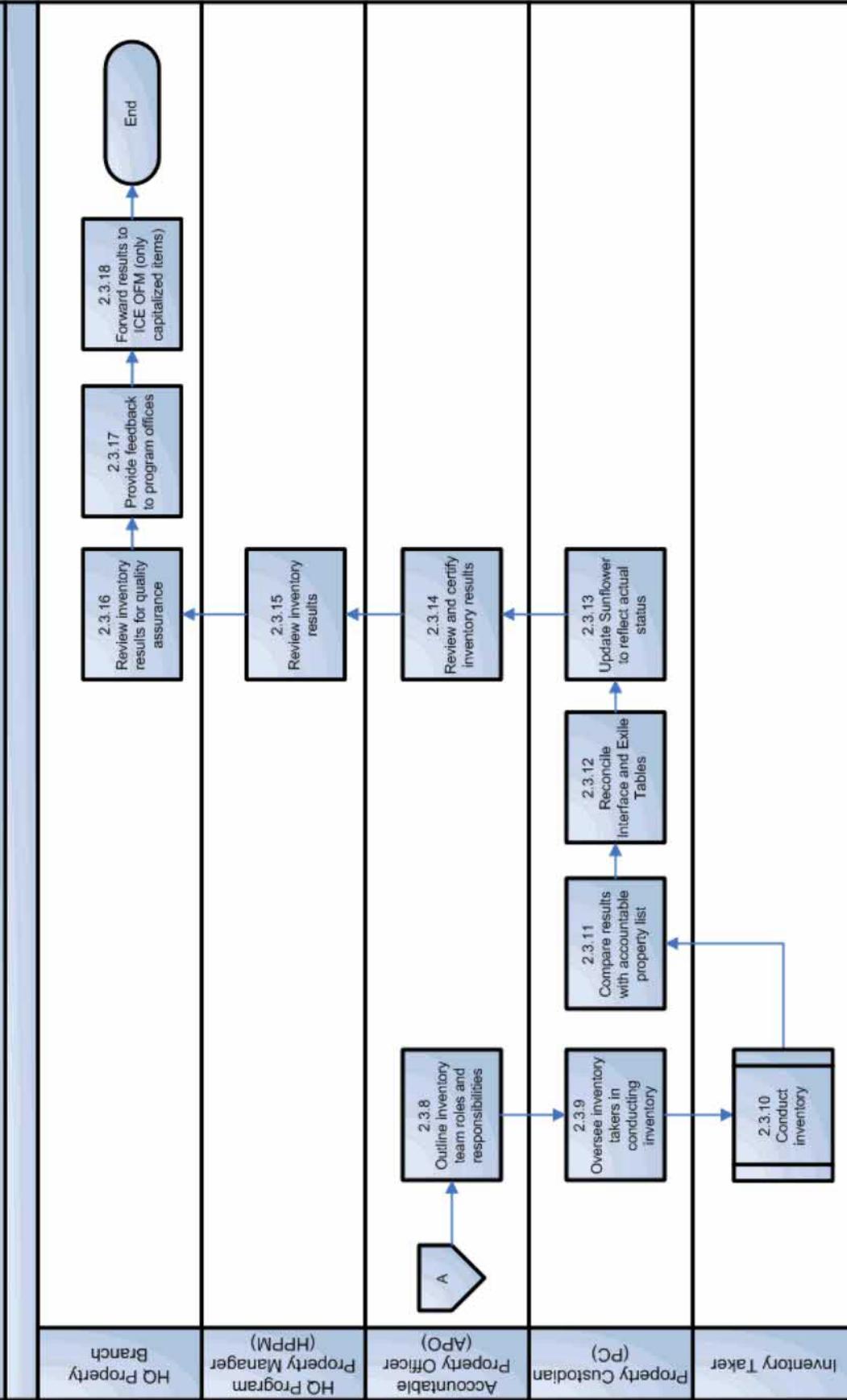


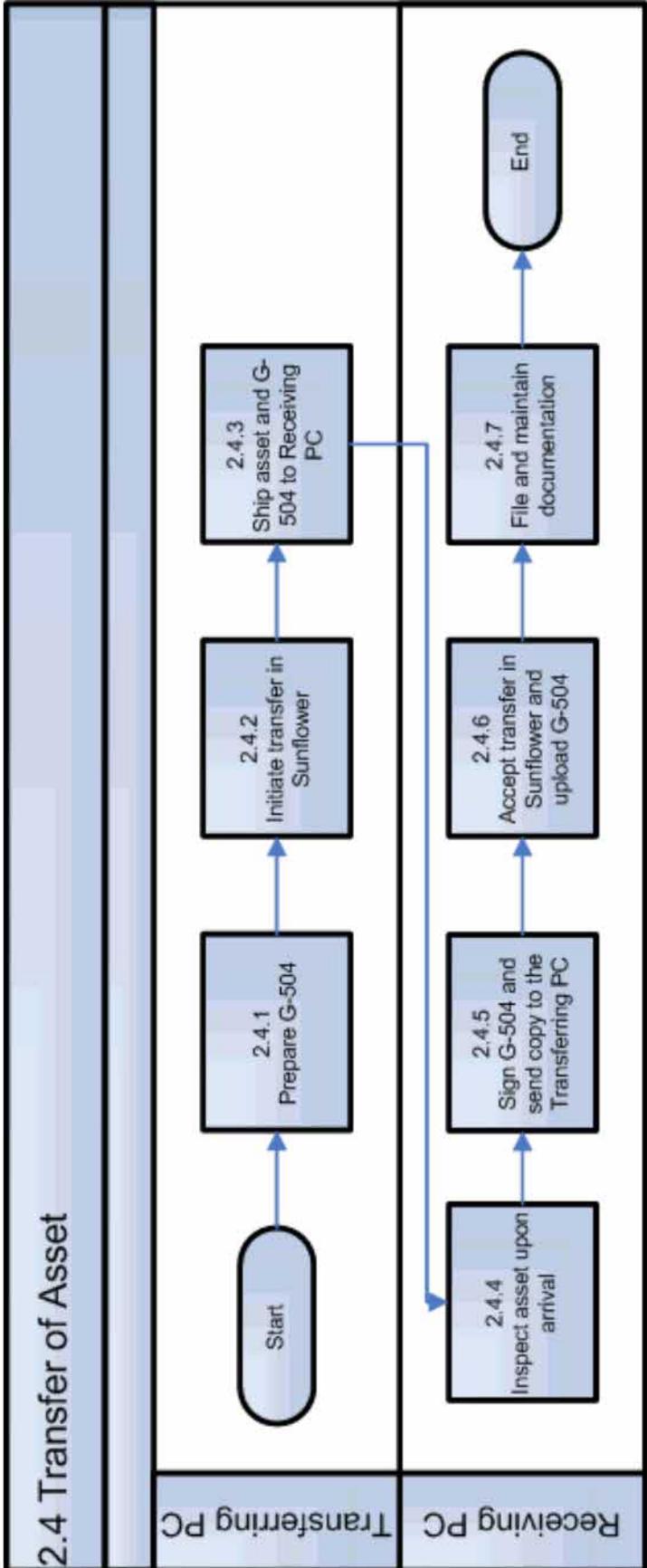
2.2 Report of Loss, Damaged, or Destroyed Process – Page 3

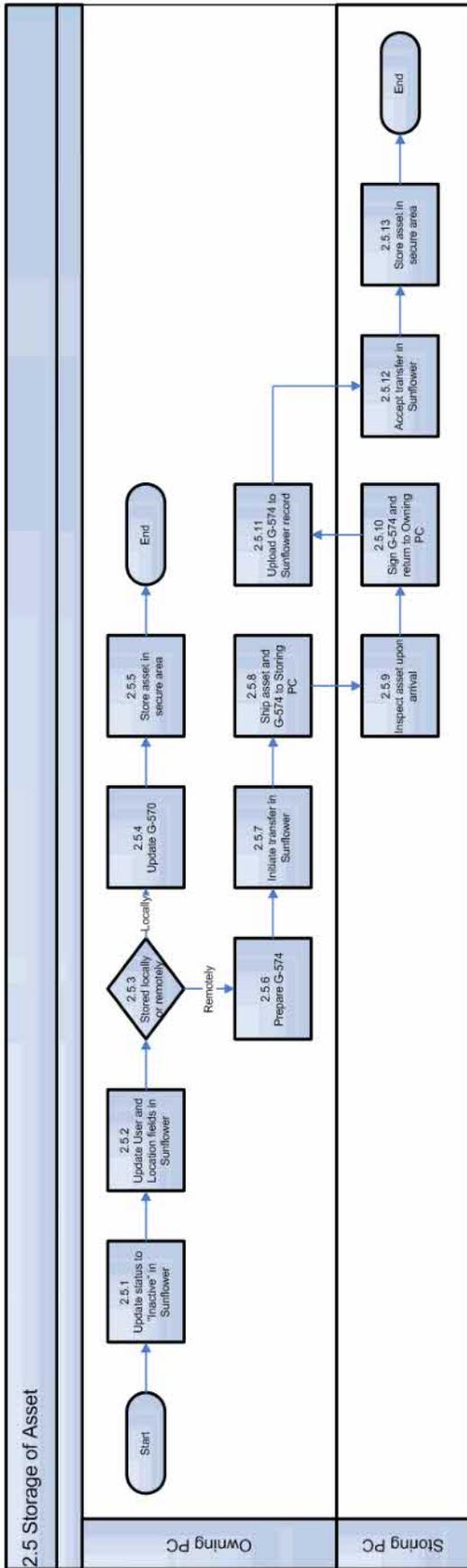




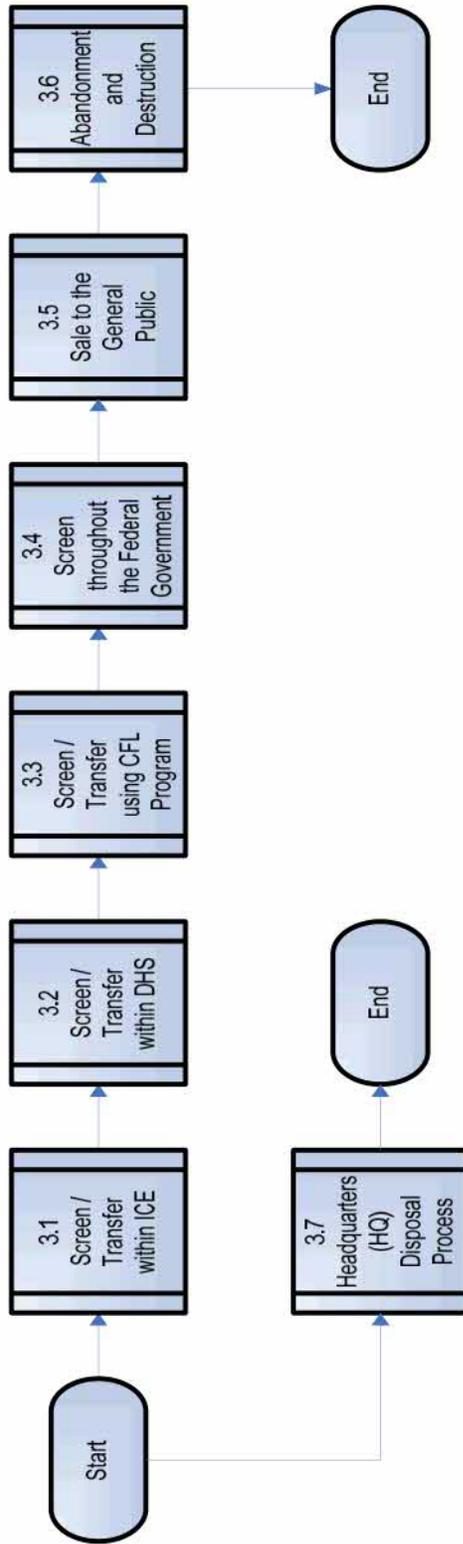
2.3 Conduct and Reconcile Physical Inventory – Part 2



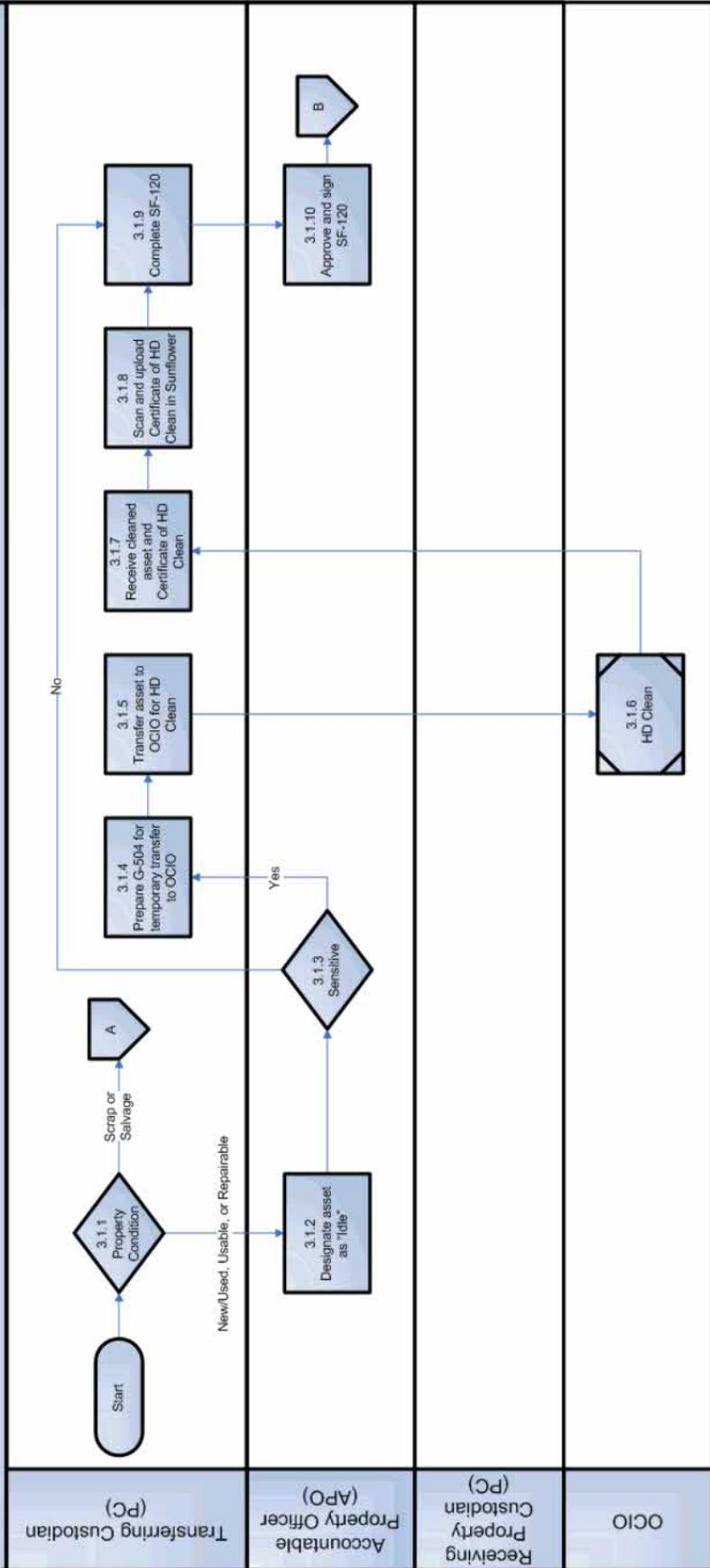




3.0 Excess and Disposal Process



3.1 Screen / Transfer within ICE Process – Part 1



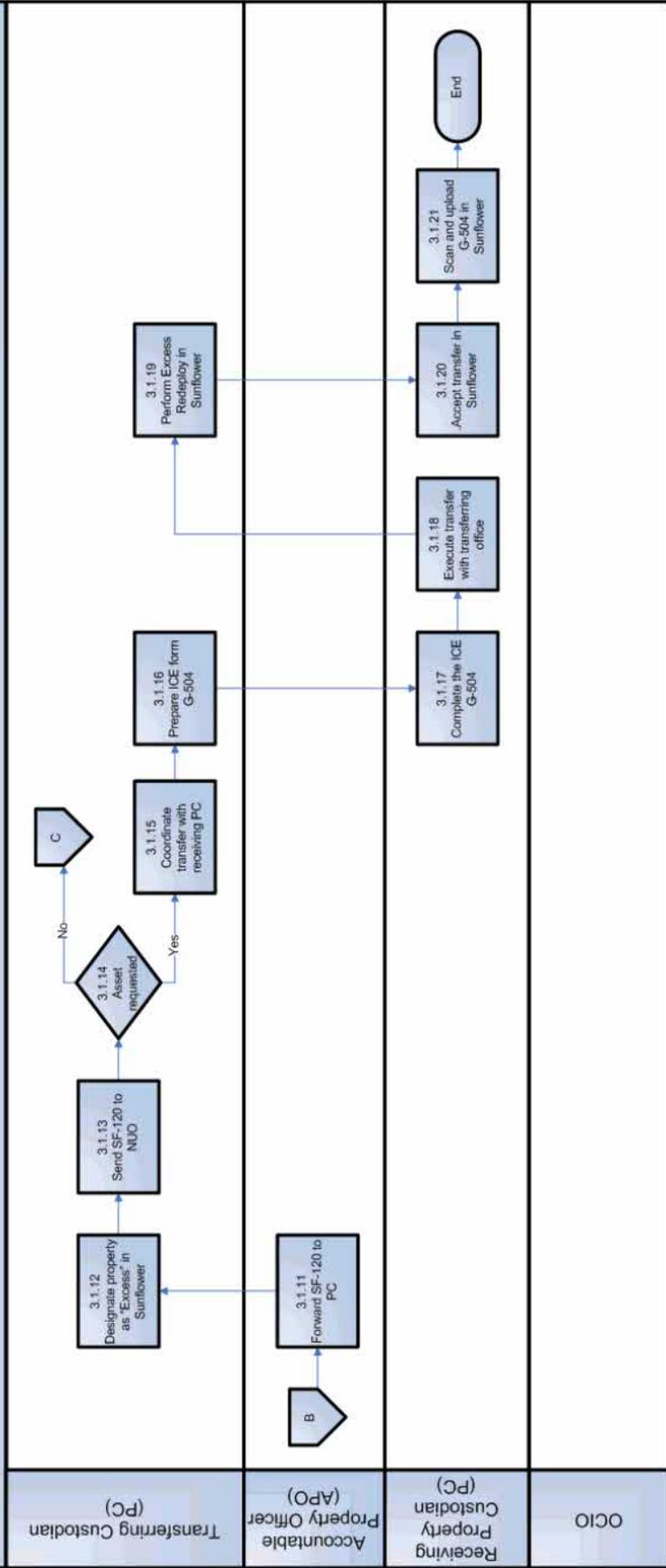
Transferring Custodian (PC)

Accountable Property Officer (APO)

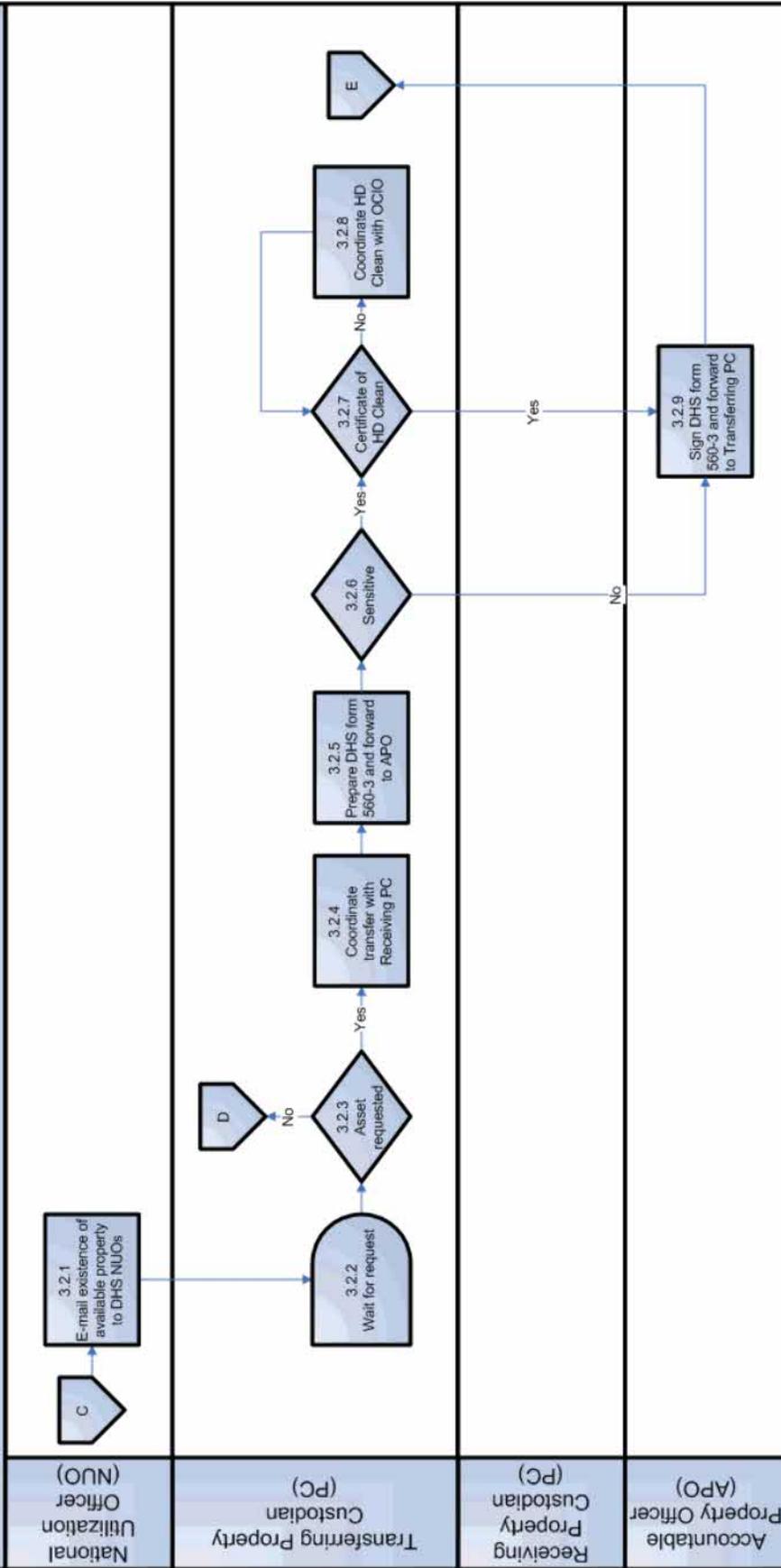
Receiving Property Custodian (PC)

OCIO

3.1 Screen / Transfer within ICE Process – Part 2



3.2 Screen / Transfer within DHS Process – Part 1



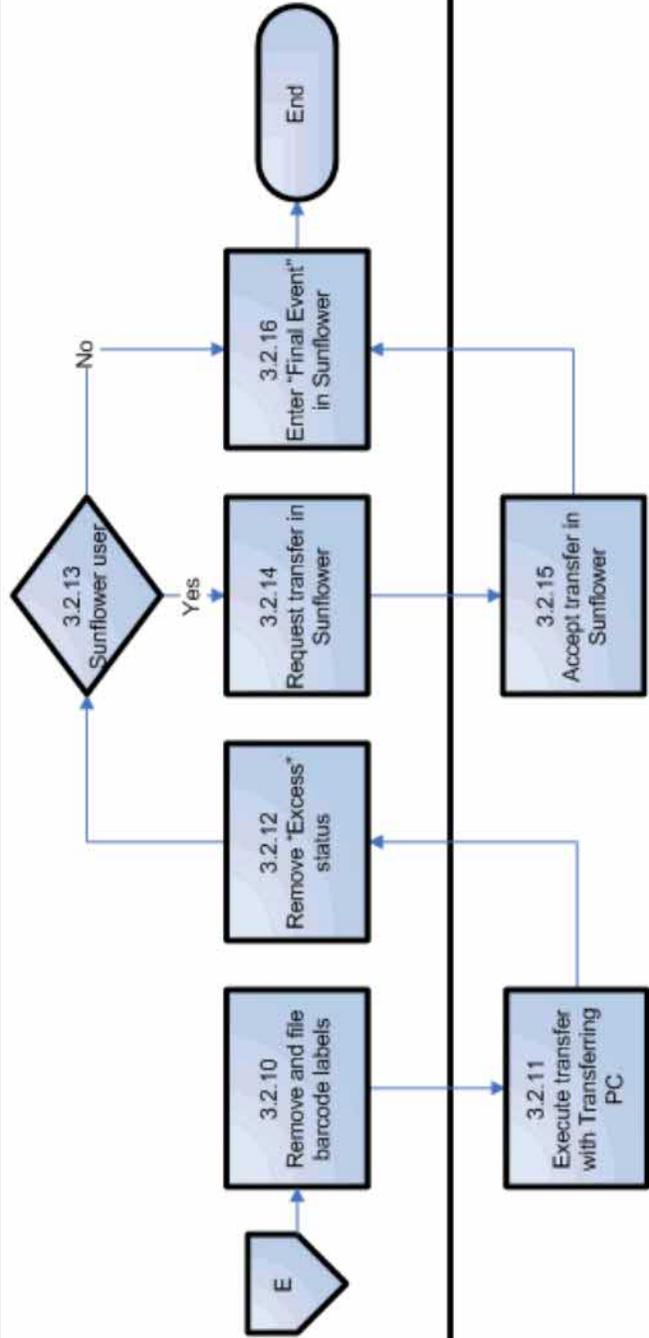
3.2 Screen / Transfer within DHS Process – Part 2

National
Utilization
Officer
(NUO)

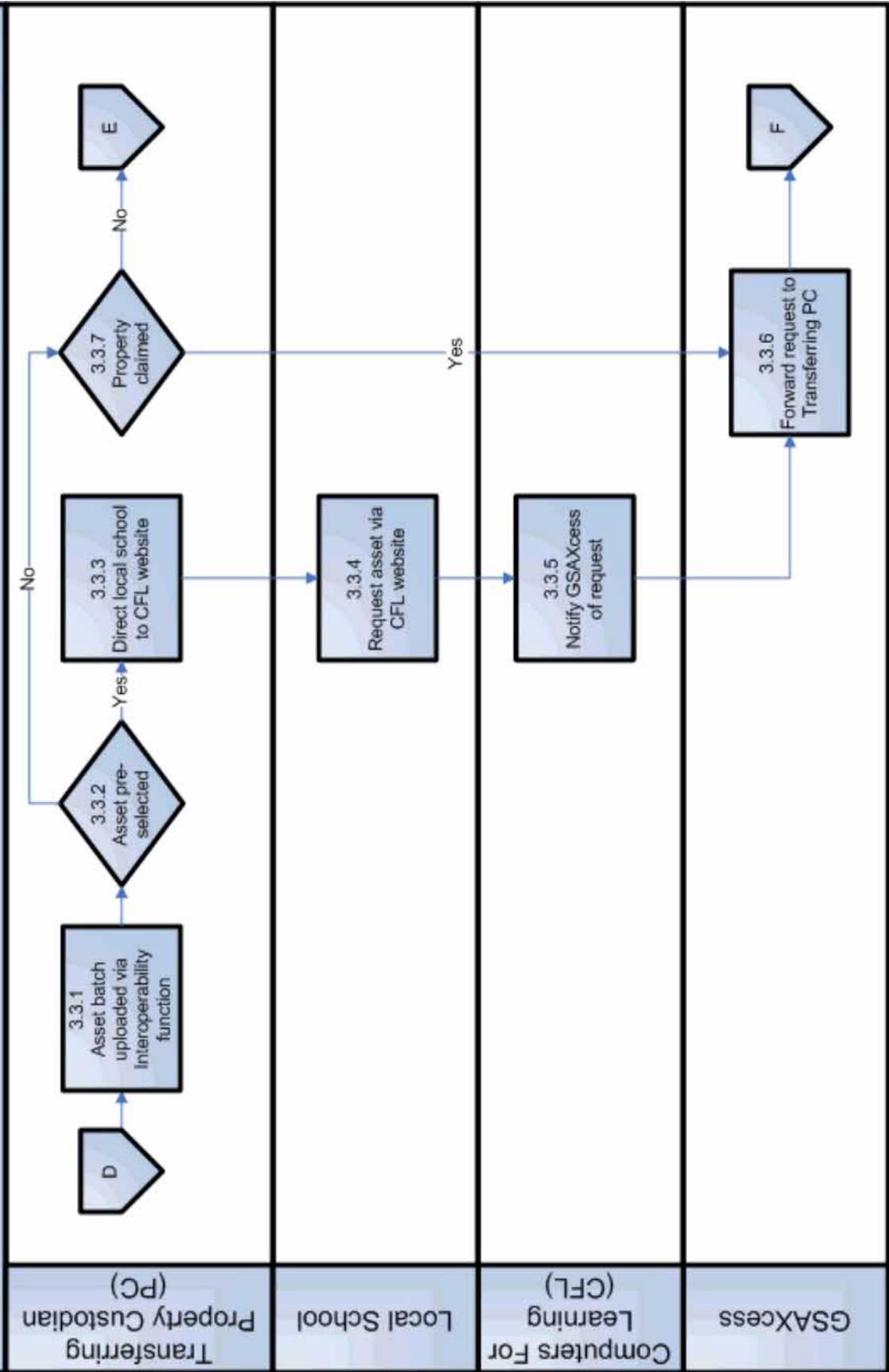
Transferring Property
Custodian
(PC)

Receiving
Property
Custodian
(PC)

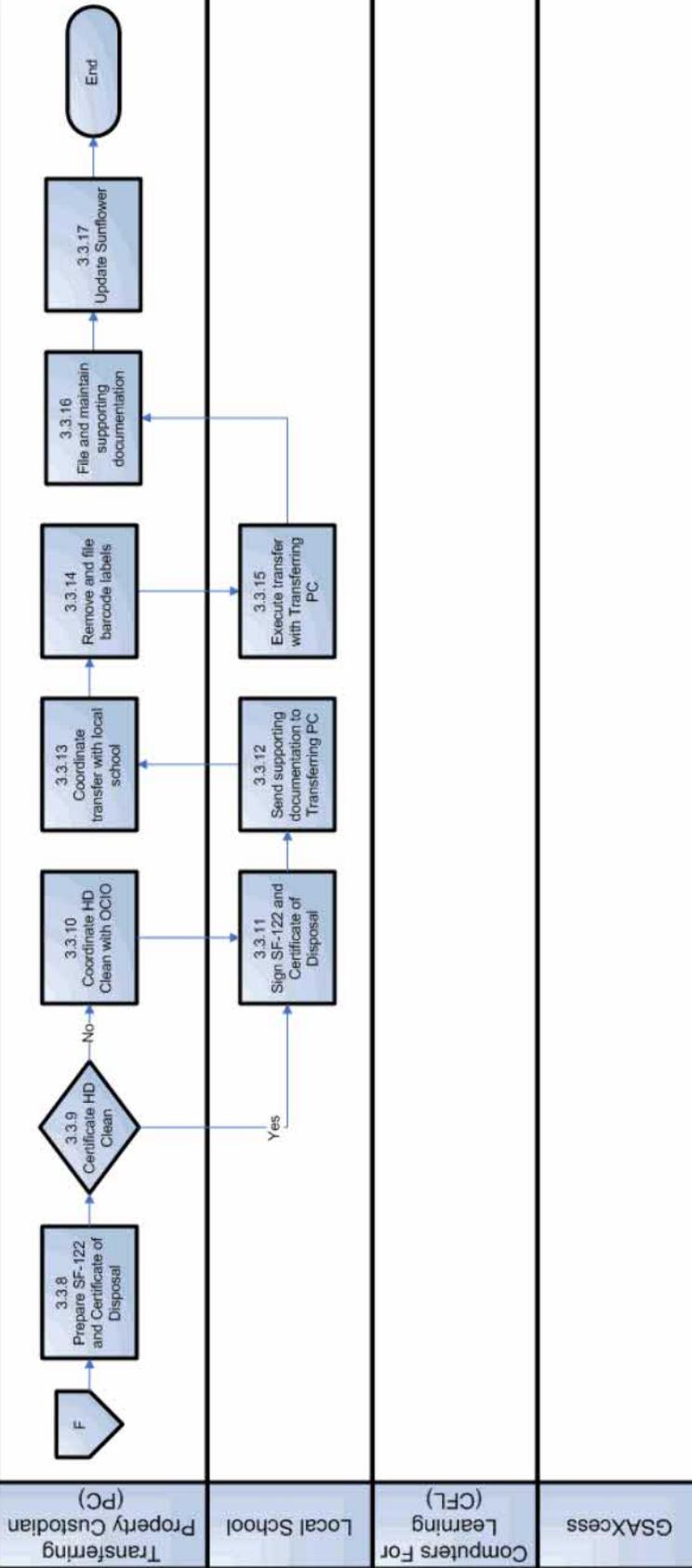
Accountable
Property Officer
(APO)



3.3 Screen / Transfer Using Computers For Learning Program – Part 1



3.3 Screen / Transfer Using Computers For Learning Program – Part 2



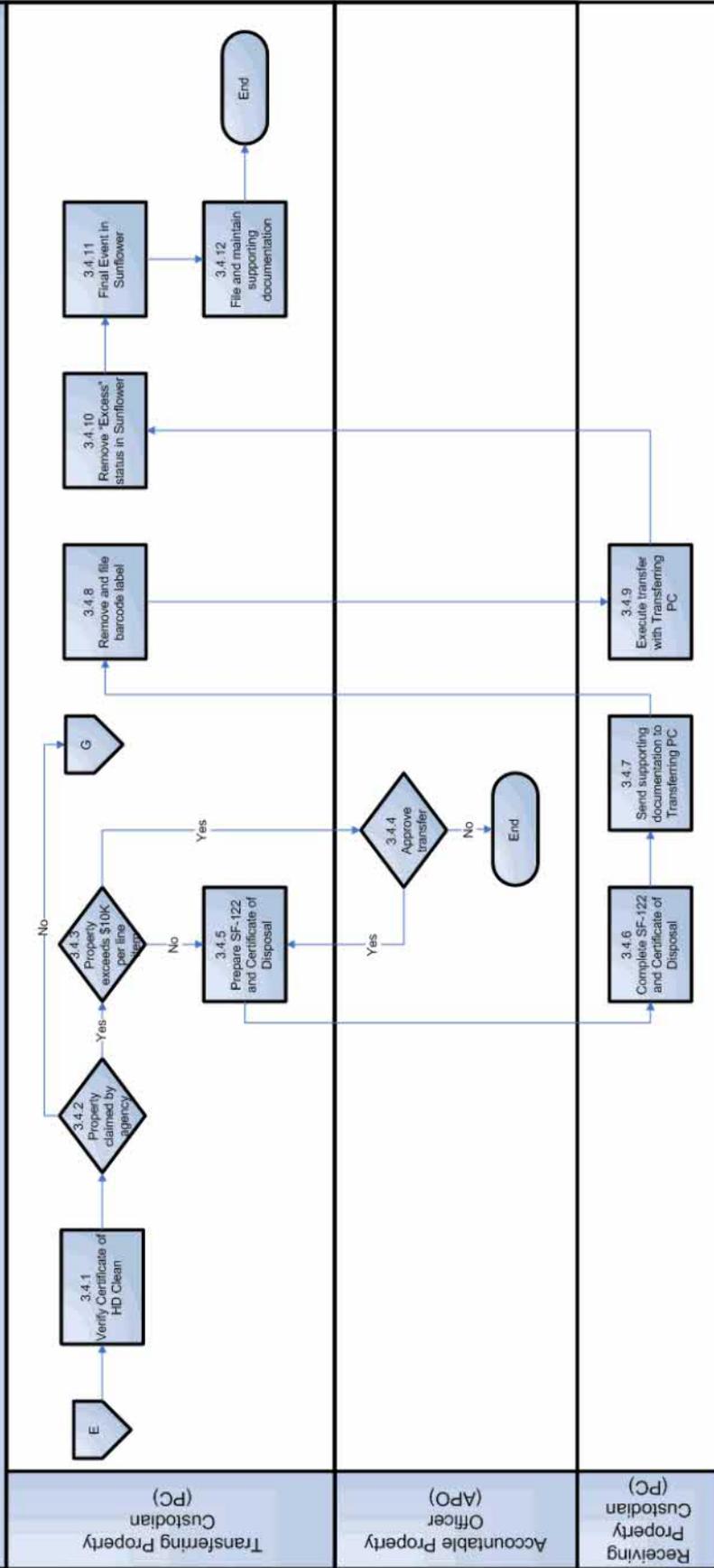
Transferring Property Custodian (PC)

Local School

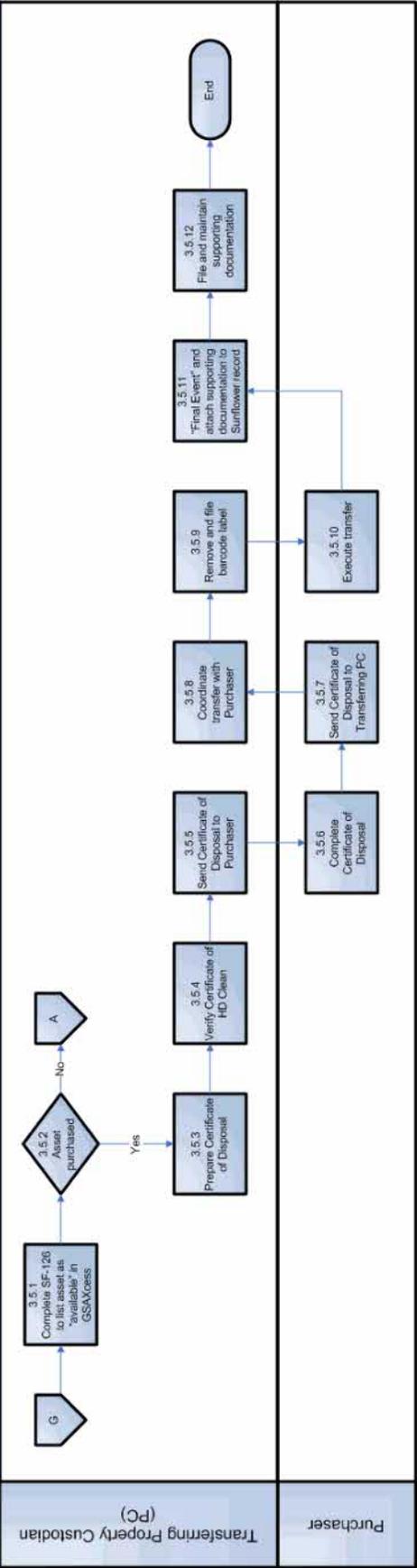
Computers For Learning (CFL)

GSAxcess

3.4 Screen throughout the Federal Government



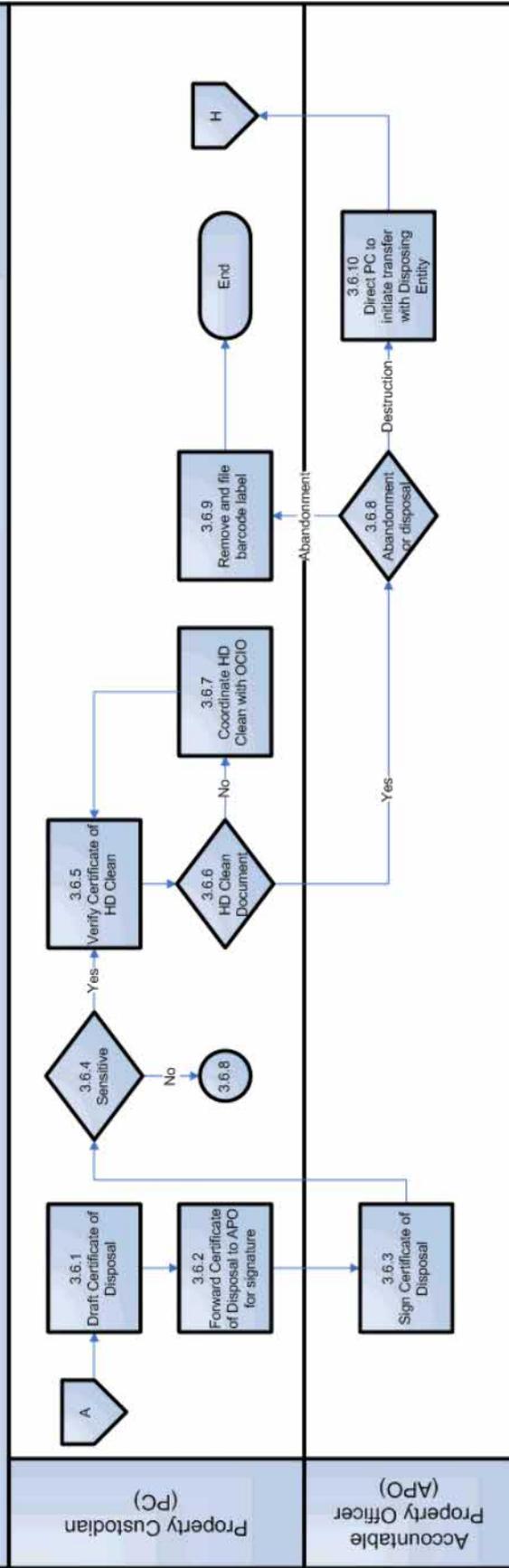
3.5 Sale to the General Public



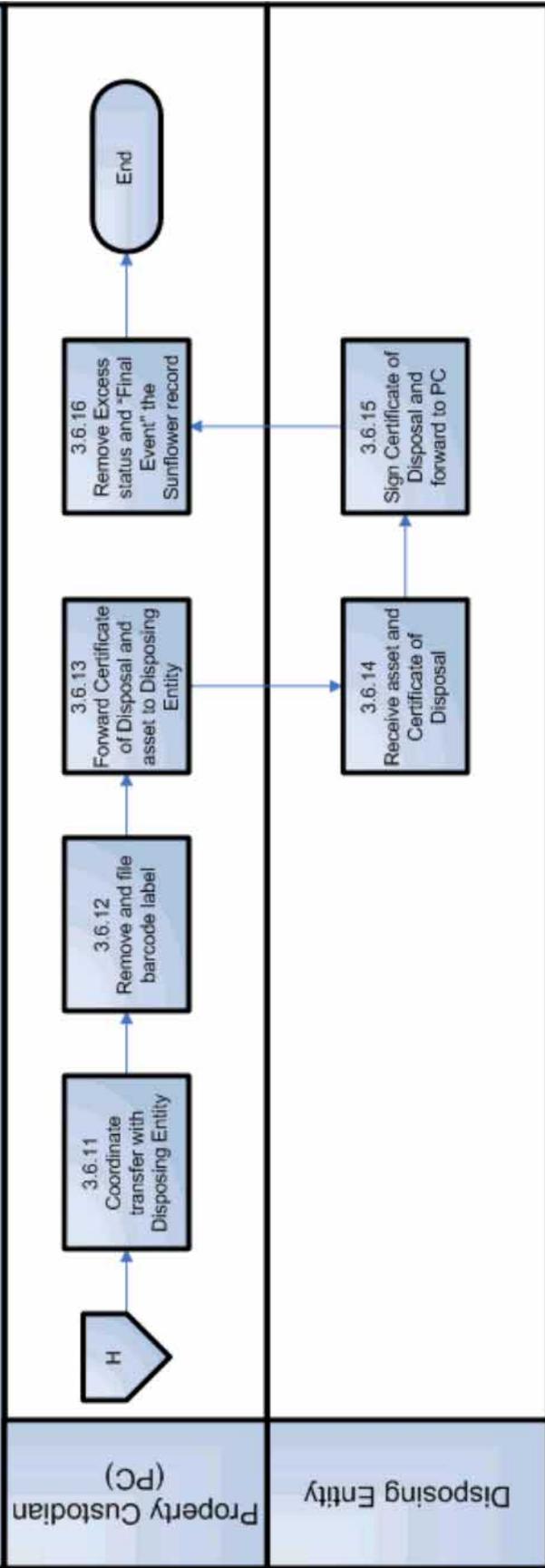
Transferring Property Custodian (PC)

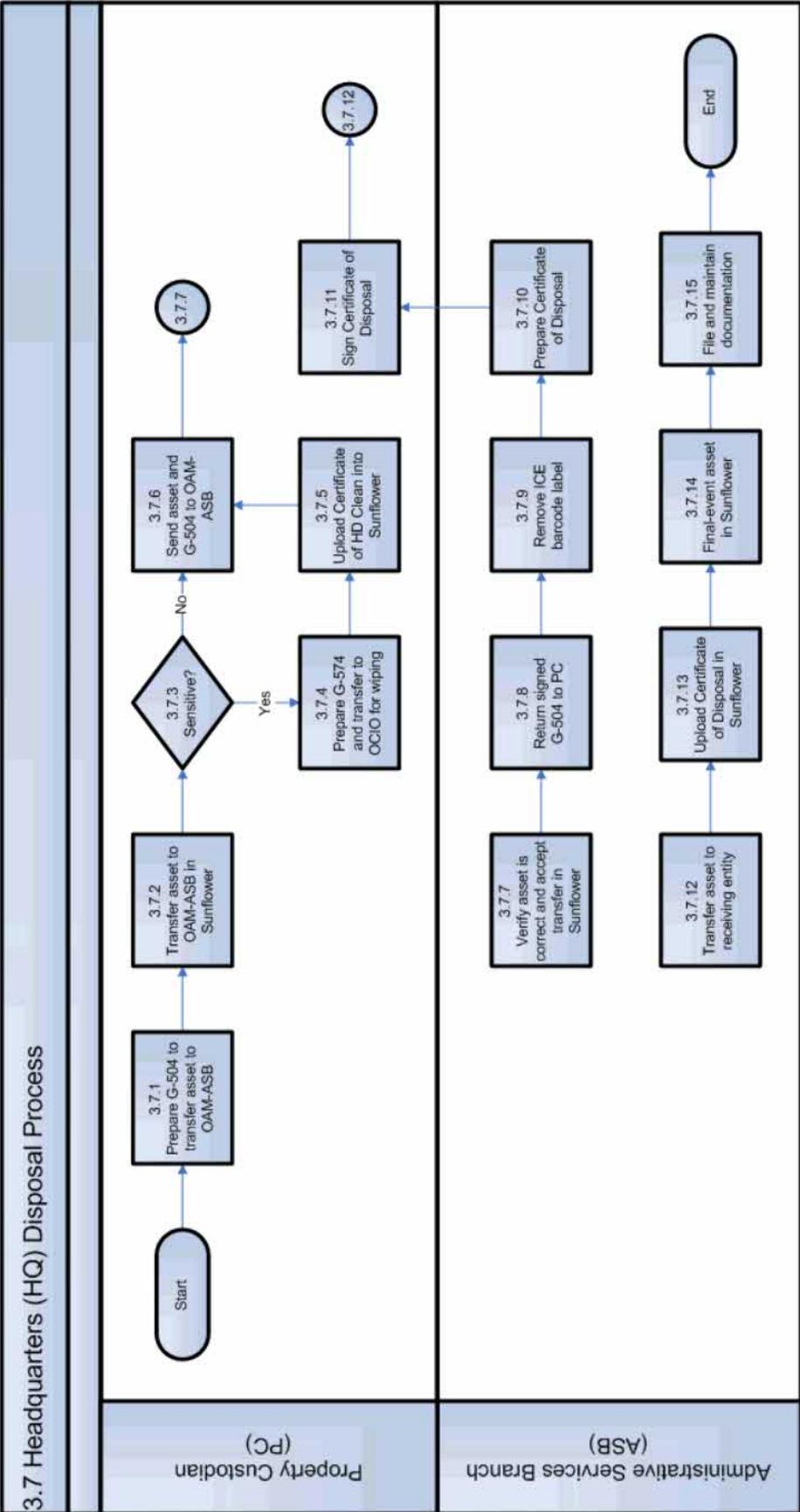
Purchaser

3.6 Abandonment and Destruction process – Part 1



3.6 Abandonment and Destruction Process – Part 2





List of Authorized Vehicles	
ICE Government Owned Vehicle (GOV) Description	
Vehicle 1	
Vehicle Identification Number (VIN)	(b)(7)(E)
Fleet Number	T3002
Vehicle Year	2003
Vehicle Make	(b)(7)(E)
Vehicle Model	
Vehicle Color	White
Vehicle License Plate Number/State	(b)(7)(E)
Vehicle Odometer Reading	94657
Radio Serial Number	(b)(7)(E)
Radio Bar Code Number	
Installed Equipment:	
Vehicle Value	\$63,000.00

Vehicle 2

ICE Government Owned Vehicle (GOV) Description	
Vehicle Identification Number (VIN)	(b)(7)(E)
Fleet Number	T8020
Vehicle Year	1998
Vehicle Make	(b)(7)(E)
Vehicle Model	
Vehicle Color	White
Vehicle License Plate Number/State	(b)(7)(E)
Vehicle Odometer Reading	171293
Radio Serial Number	(b)(7)(E)
Radio Bar Code Number	
Installed Equipment:	
Vehicle Value	\$45,000.00

Vehicle 3

ICE Government Owned Vehicle (GOV) Description	
Vehicle Identification Number (VIN)	(b)(7)(E)
Fleet Number	T2001
Vehicle Year	1992
Vehicle Make	(b)(7)(E)
Vehicle Model	
Vehicle Color	White
Vehicle License Plate Number/State	(b)(7)(E)
Vehicle Odometer Reading	108882
Radio Serial Number	(b)(7)(E)
Radio Bar Code Number	
Installed Equipment:	
Vehicle Value	\$15,000.00

Vehicle 4	
ICE Government Owned Vehicle (GOV) Description	
Vehicle Identification Number (VIN)	(b)(7)(E)
Fleet Number	U4007
Vehicle Year	2004
Vehicle Make	(b)(7)(E)
Vehicle Model	(b)(7)(E)
Vehicle Color	White
Vehicle License Plate Number/State	(b)(7)(E)
Vehicle Odometer Reading	58195
Radio Serial Number	(b)(7)(E)
Radio Bar Code Number	(b)(7)(E)
Installed Equipment:	(b)(7)(E)
Vehicle Value	\$63,000.00

Vehicle 5

ICE Government Owned Vehicle (GOV) Description	
Vehicle Identification Number (VIN)	(b)(7)(E)
Fleet Number	U3042
Vehicle Year	1993
Vehicle Make	(b)(7)(E)
Vehicle Model	(b)(7)(E)
Vehicle Color	White
Vehicle License Plate Number/State	(b)(7)(E)
Vehicle Odometer Reading	83834
Radio Serial Number	(b)(7)(E)
Radio Bar Code Number	(b)(7)(E)
Installed Equipment:	(b)(7)(E)
Vehicle Value	\$15,000.00

Vehicle 6

ICE Government Owned Vehicle (GOV) Description	
Vehicle Identification Number (VIN)	(b)(7)(E)
Fleet Number	U1010
Vehicle Year	2001
Vehicle Make	Ford
Vehicle Model	(b)(7)(E)
Vehicle Color	White
Vehicle License Plate Number/State	(b)(7)(E)
Vehicle Odometer Reading	84061
Radio Serial Number	(b)(7)(E)
Radio Bar Code Number	(b)(7)(E)
Installed Equipment:	(b)(7)(E)
Vehicle Value	\$25,000

Vehicle 7

ICE Government Owned Vehicle (GOV) Description	
Vehicle Identification Number (VIN)	(b)(7)(E)
Fleet Number	P0484
Vehicle Year	2000
Vehicle Make	Dodge
Vehicle Model	(b)(7)(E)
Vehicle Color	White
Vehicle License Plate Number/State	(b)(7)(E)
Vehicle Odometer Reading	84550
Radio Serial Number	(b)(7)(E)
Radio Bar Code Number	
Installed Equipment:	
Vehicle Value	\$19,000.00

Vehicle 8

ICE Government Owned Vehicle (GOV) Description	
Vehicle Identification Number (VIN)	(b)(7)(E)
Fleet Number	P3065
Vehicle Year	2003
Vehicle Make	Chevrolet
Vehicle Model	(b)(7)(E)
Vehicle Color	White
Vehicle License Plate Number/State	(b)(7)(E)
Vehicle Odometer Reading	179678
Radio Serial Number	(b)(7)(E)
Radio Bar Code Number	
Installed Equipment:	
Vehicle Value	\$24,000

U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT
ICE Policy System

DISTRIBUTION:	ICE
DIRECTIVE NO.:	6-8.0
ISSUE DATE:	May 29, 2008
EFFECTIVE DATE:	May 29, 2008
REVIEW DATE:	May 29, 2011
SUPERSEDES:	See Section 3 Below.

**DIRECTIVE TITLE: ICE SUITABILITY SCREENING REQUIREMENTS FOR
CONTRACTOR PERSONNEL**

1. **PURPOSE and SCOPE.** This Directive establishes policy and procedures used to determine a person's suitability to work for contractors providing services to U.S. Immigration and Customs Enforcement (ICE). This Directive applies to all ICE contractor personnel.
2. **AUTHORITIES/REFERENCES.**
 - 2.1. Office of Management and Budget (OMB) Circular No. A-130, App. III, "Security of Federal Automated Information Resources," November 28, 2000.
 - 2.2. Department of Homeland Security (DHS) Management Directive (MD) 11080, "Security Line of Business Integration and Management," January 3, 2006.
 - 2.3. DHS Sensitive Systems Handbook 4300A, Version 5.5. September 30, 2007, or latest version. (See also Attachment J to 4300A, "Requesting Exceptions to Citizenship Requirement.")
 - 2.4. DHS Sensitive Systems Policy Directive 4300A, Version 5.5. September 30, 2007, or latest version.
 - 2.5. DHS MD 11042.1, "Safeguarding Sensitive but Unclassified (For Official Use Only) Information," January 6, 2005.
 - 2.6. Executive Order (E.O.) 12829, "National Industrial Security Program (NISP)."
 - 2.7. DHS Acquisition Regulation (HSAR), Section 3052.204-71 (codified at 48 CFR § 3052.204-71).
 - 2.8. Department of Defense (DOD) 5220.22-M, "National Industrial Security Program Operating Manual (NISPOM)," January 1995, with supplements, dated July 1997 and February 2001. NISPOM replaces DOD Industrial Security Manual for Safeguarding Classified Information, January 1991.
 - 2.9. DHS MD 11035, "Industrial Security Program (ISP)," dated February 10, 2005.

- 2.10. Title 5, United States Code (U.S.C), § 552, “The Freedom of Information Act,” as amended.
- 2.11. 5 U.S.C. § 552(a), “The Privacy Act of 1974,” as amended.
- 2.12. Title 5, Code of Federal Regulations (CFR), Part 736, “Personnel Investigations.”
- 2.13. Homeland Security Presidential Directive-12 (HSPD-12) “Policy for a Common Identification Standard for Federal Employees and Contractors,” dated August 27, 2004.
- 2.14. Office of Personnel Management (OPM),” Investigations Service, Investigator’s Handbook,” July 2007.
- 2.15. ICE Directive 5-2.0, “Safeguarding Law Enforcement Sensitive Information,” March 23, 2007.
3. **SUPERSEDED/CANCELLED POLICY/SUMMARY OF CHANGES.** This Directive is the originating and establishing directive for Suitability Screening Requirements for Contractors.
4. **BACKGROUND.** The provisions of this Directive define the suitability screening standards for contractor personnel requiring regular, ongoing, and unescorted access to ICE-owned facilities; access to ICE-controlled facilities, or commercial facilities operating on behalf of ICE; access to ICE information technology (IT) systems and the systems’ data; and access to Sensitive Information.
5. **DEFINITIONS.** The following definitions are provided for the purposes of this Directive.
 - 5.1. **Access.** The ability to enter and/or pass through an area or a facility; or the ability or authority to obtain information, monetary or material resources. In relation to classified information, it means the ability, authority, and/or opportunity to obtain knowledge of classified information.
 - 5.2. **Adjudication.** An examination of a person’s conduct over a sufficient period of their life designed to make an affirmative determination as to their suitability for employment, eligibility for access to classified information, materials and areas, or for their retention in Federal employment.
 - 5.3. **Background Investigation.** A term generically used to describe various types of investigations into an applicant’s or employee’s personal history that are used to determine the individual’s suitability for Federal employment and/or to make a determination as to whether an individual is eligible for access to classified information at the appropriate level for the position. These investigations are conducted using a variety of methods, which include completion of questionnaires, electronic inquiries,

written or telephone inquiries, or through personal contact with references. See Section 5.13 below for the various types of background investigations and their scope.

- 5.4. **Contract.** As defined in the Federal Acquisition Regulations, a contract is a mutually binding legal relationship obligating the seller to furnish the supplies or services (including construction) and the buyer to pay for them. It includes all types of commitments that obligate the Government to an expenditure of appropriated funds and that, except as otherwise authorized, are in writing. In addition to bilateral instruments (undertaken by or affecting two sides equally or binding on both parties), contracts include, but are not limited to, awards and notices of awards; job orders or task letters issued under basic ordering agreements; letter contracts; orders, such as purchase orders, under which the contract becomes effective by written acceptance or performance; and bilateral contract modifications. Contracts do not include grants and cooperative agreements covered by 31 U.S.C. § 6301, *et seq.*
- 5.5. **Contracting Officer (CO).** A person with the authority to enter into, administer, and/or terminate contracts, and make related determinations and findings. The CO maintains a strong relationship with the COTR.
- 5.6. **Contracting Officer's Technical Representative (COTR).** A person who has been delegated authority by a contracting officer to perform specific functions in managing a contract and/or business arrangement. The COTR provides technical direction within the confines of the agreement, monitoring performance, ensuring requirements are met within the terms of the contract, and maintaining a strong relationship with the CO. The CO and COTR work together to ensure the contract requirements are clearly communicated to the contractor.
- 5.7. **Contractor Personnel.** An agent or employee of an entity that provides supplies or services to ICE pursuant to a contract.
- 5.8. **Entry on Duty Determination (EOD).** All contractor personnel assigned to work in positions requiring access to ICE facilities, information or IT positions are required to undergo a pre-employment background check to determine their suitability for employment. If the completed pre-employment background check results are favorable, prospective contractor personnel are allowed to enter on duty prior to completion and adjudication of the more in-depth personnel security investigation.
- 5.9. **Electronic-Questionnaire for Investigations Processing (e-QIP).** A web-based automated system that allows individuals to electronically enter, update, and transmit their personal investigative data over a secure Internet connection.
- 5.10. **ICE Facility.** ICE-owned buildings or leased space, whether for single or multi-tenant occupancy, and its grounds and approaches, any portion of which or all are under the jurisdiction, custody or control of ICE; ICE-controlled commercial space shared with non-government tenants; ICE-owned contractor-operated facilities; and facilities under a management and operating contract such as for the operation, maintenance, or support of

a Government-owned or controlled research, development, special production, or testing establishment.

- 5.11. Information Technology (IT).** As defined by 40 U.S.C. § 11101(6) (“Clinger-Cohen Act”), any equipment, or interconnected system or subsystem of equipment used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by ICE.
- 5.12. IT Systems.** Information technology systems that are (1) owned, leased, or operated by ICE; (2) operated by a contractor on behalf of ICE; or (3) operated by another Federal, state or local government agency on behalf of ICE.
- 5.13. Personnel Security Investigations (PSI) for Contractor Personnel at ICE.** Investigations conducted on contractor personnel that serve as the basis for determinations of suitability for employment and eligibility for access to ICE facilities and sensitive information. These investigations focus on an individual’s character and past conduct that may have an impact on the integrity and efficiency of ICE. Types of investigations are as follows.
- 1) **Background Investigation (BI):** Coverage period is 10 years. Consists of a National Agency Check (NAC) (see Section 5.13(5) below); a personal Subject Interview and source interviews; employment (5 years); education (5 years and most recent degree); residence (3 years); law enforcement agency checks (5 years); and a credit check (5 years).
 - 2) **Child Care National Agency Check and (written) Inquiries:** An enhanced National Agency Check with Inquiries (NACI) (see Section 5.13(6) below) that, to meet special investigation requirements for those in child care provider positions, searches records of State Criminal History repositories of the state where the subject resides.
 - 3) **Limited Background Investigation (LBI):** Coverage period is 10 years. Consists of a NAC (see Section 5.13(5) below); a personal Subject Interview and source interviews; employment, education and residence (3 years); law enforcement agency checks (5 years); and credit check (5 years).
 - 4) **Minimum Background Investigation (MBI):** Coverage period is 5 years. Consists of a NAC (see Section 5.13(5) below), a personal Subject Interview, employment, education and degree(s) (5 years); residence (3 years); law enforcement agency checks (5 years); and credit check (5 years). Other than the subject interview, there are no source interviews conducted during this investigation.
 - 5) **National Agency Check (NAC):** Consists of records searches in the OPM Security/Suitability Investigations Index (SII); Federal Bureau of Investigation (FBI) Identification Files; FBI National Criminal History Fingerprint File; Defense

Clearance and Investigations Index (DCII); and other sources, as necessary, to cover specific areas of a subject's background. It is an integral part of all investigations.

- 6) **National Agency Check with Inquiries (NACI):** Coverage period is 5 years. Consists of a NAC, employment checks (5 years); education checks and degrees (5 years); residence checks (3 years); law enforcement agency checks (5 years); and personal reference checks. Pursuant to the requirements of the HSPD-12, a NACI must be initiated and a favorable fingerprint check completed prior to the issuance of a Personal Identity Verification (PIV) Card.
- 7) **Single Scope Background Investigation (SSBI):** Consists of a NAC (Section 5.13(5) above), a spouse or cohabitant NAC, a personal Subject Interview, and citizenship, education, employment, residence, law enforcement, and record searches covering the most recent ten (10) years or since the 18th birthday, whichever is shorter.
- 8) **Investigation Exception:** An exception to the above investigations may be granted for contractor personnel requiring physical access to ICE facilities for short-term periods of time. A fingerprint-based criminal history check and a citizenship check are required for building access only and will be handled on a case-by-case basis.

5.14. Personnel Investigations Processing System (PIPS). A database used by OPM to manage its investigations program.

5.15. Public Trust Positions. Positions defined under 5 CFR 731 that may involve policy-making, major program responsibility, public safety and health, law enforcement duties, fiduciary responsibilities, or other duties demanding a significant degree of public trust; and positions involving access to, operation of, or control of financial records with a significant risk for causing damage or realizing personal gain.

5.16. Risk Levels Applied to Contractor and Public Trust Positions.

- 1) **Low Risk:** Positions have the potential for limited impact on the integrity and efficiency of ICE. The positions involve duties and responsibilities of limited relation to an agency or program mission.
- 2) **Moderate Risk:** Positions have the potential for moderate to serious impact on the integrity and efficiency of the service. These positions involve duties that are considerably important to the agency or program mission with significant program responsibility or delivery of service.
- 3) **High Risk:** Positions have the potential for exceptionally serious impact on the integrity and efficiency of the service. These positions involve duties that are especially critical to the agency or program mission with a broad scope of responsibility and authority.

- 5.17. Sensitive Information.** Any information the loss, misuse, disclosure, or unauthorized access to or modification of which could adversely affect the national or homeland security interest, or the conduct of Federal programs, or the privacy to which individuals are entitled under 5 U.S.C. § 552(a), The Privacy Act of 1974, as amended, but which has not been specifically authorized under criteria by an Executive Order or an Act of Congress to be kept secret in the interests of national defense, homeland security, or foreign policy. This definition includes the following categories of information.
- 1) Protected Critical Infrastructure Information (PCII) as described in the Critical Infrastructure Information Act of 2002, 6 U.S.C. § 211-224; its implementing regulations, 6 CFR 29; or the applicable PCII Procedures Manual.
 - 2) Sensitive Security Information (SSI) as described in 49 CFR 1520.
 - 3) Sensitive But Unclassified Information (SBU) consists of any other information, which, if provided by the government to the contractor and/or contractor personnel is marked in such a way as to place a reasonable person on notice of its sensitive nature and is designated "sensitive" in accordance with subsequently adopted homeland security information handling requirements.
- 5.18. Staff-like Access.** Unescorted or unaccompanied access by contractor personnel in a manner similar to access by a Federal employee to ICE-owned or controlled facilities, information systems, security systems, or products containing SSI or SBU.
- 5.19. Standard Form 85P (SF 85P), Questionnaire for Public Trust Positions.** Used to collect information for public trust positions.
- 5.20. Standard Form 86 (SF 86), Questionnaire for National Security Positions.** Used to collect information for national security positions.
- 5.21. Suitability.** A determination based on an individual's character and/or conduct that may have an impact on the integrity and/or efficiency of the individual's employment. A suitability determination is required for all positions and is a process separate and distinct from a security determination which determines an individual's eligibility for assignment to, or retention in, a sensitive national security position.
- 5.22. Suitability Screening.** The process of determining a person's suitability for employment to work or provide services as a contractor or contractor personnel to ICE.
- 6. POLICY.** All contractor personnel positions within ICE shall be screened for suitability to ensure organizational integrity and efficiency throughout the ICE workforce. All ICE contractors, subcontractors, consultants, licensees, and grantees requiring access to classified information shall be investigated commensurate with the risk levels as described in the OPM Public Trust Designation Model or pursuant to E.O. 12829, NISP, and DHS MD 11035, ISP.

7. RESPONSIBILITIES.

- 7.1. The Office of Professional Responsibility (OPR) Director is also the designated ICE Chief Security Officer (CSO) and is responsible for administering the Personnel Security and Suitability Program.**
- 7.2. The OPR Personnel Security Unit (PSU), Unit Chief, under the direction of the ICE CSO, is responsible for implementing the minimum standards required by this Directive. These requirements are to ensure and maintain integrity in the workforce. The PSU is responsible for the following actions:**
- 1) Working with ICE program offices to develop specific procedures for incorporating contractor personnel suitability screening requirements into the procurement and contract oversight process;**
 - 2) Documenting the process by which a risk-level assessment is made;**
 - 3) Receiving and processing security forms to initiate required suitability investigations of contractor personnel;**
 - 4) Adjudicating the results of pre-employment and suitability investigations and advising the COTR and other offices on a need-to-know basis of the adjudication;**
 - 5) Conducting or arranging for additional investigation, when necessary, to resolve suitability issues;**
 - 6) Providing contractor personnel an opportunity to respond to unfavorable information developed during an investigation prior to taking any unfavorable action based on that information;**
 - 7) Notifying the COTR (or if none assigned, the CO), as appropriate, in writing to deny access to contractor personnel who are found unsuitable for access to ICE facilities, sensitive information, or IT systems;**
 - 8) Tracking suitability screening investigations and maintaining security files on contractor personnel;**
 - 9) Determining, in consultation with the Program/Project Manager or COTR (if assigned), which contracts require security investigations of contractor personnel;**
 - 10) Developing, in coordination with the Office of Acquisition (OAQ) Management, the appropriate language for inclusion in solicitations, contracts, and agreements; and**
 - 11) Coordinating, as appropriate, with the COTR (if assigned) or the CO on actions to take whenever reasonably credible information is received that appears to raise a question concerning the suitability of contractor personnel.**

7.3. The Office of Acquisition Management and ICE Program Offices are responsible for the following:

- 1) The Program/Project Manager or originator of the procurement request is responsible for coordinating with the OAQ Management and PSU to ensure that all proposed solicitations and contracts are reviewed to determine whether contractor personnel will require access to ICE facilities, and/or sensitive IT systems;
- 2) The OAQ Management is responsible for ensuring that whenever a solicitation, contract, or agreement requires investigation of any contractor personnel, the document contains language sufficient to achieve this objective in an orderly and expeditious manner. The document shall also contain language to allow ICE to deny contractor personnel access to ICE facilities, sensitive information, or IT systems if the PSU determines the contractor personnel is unsuitable;
- 3) The OAQ Management and the Program/Project Manager are responsible for ensuring that the PSU and the COTR are notified whenever there is a change in the status (e.g., replaced, extended, defaulted, terminated, etc.) of an existing contract that makes contractor personnel subject to investigation;
- 4) The Program/Project Manager is responsible for notifying the COTR and OAQ of any reasonably credible information received that may raise a question about the suitability of any contractor personnel;
- 5) The COTR or (if none assigned) the Contracting Officer is responsible for notifying PSU of any reasonably credible information received that may raise a question about the suitability of any contractor personnel;
- 6) The Program/Project Manager is responsible for ensuring that the PSU is advised of any contracts in which access to ICE facilities, sensitive information, or IT systems will be completed in 90 days or less;
- 7) The Program/Project Manager is responsible for coordinating with the security office to establish risk levels for all positions;
- 8) The COTR or (if none is assigned) the Contracting Officer is responsible for notifying the PSU if the status of contractor personnel changes in any way; and
- 9) The Program/Project Manager is responsible for ensuring the contracting company is notified of the results of the suitability screening for individual contractor personnel.

7.4. The Office of the Chief Information Officer (OCIO) is responsible for ensuring that all IT systems acquisition documents, including existing contracts, include appropriate IT security requirements and comply with DHS and ICE IT security policies.

7.5. The Program/Project Manager is responsible for coordinating with the OPR PSU to determine the applicable contractor personnel suitability and security investigative requirements needed under a particular contract prior to the Contracting Officer's issuance of the solicitation prospective. This requirement applies to any proposed agreements with outside parties that could result in non-ICE personnel having access to ICE facilities, sensitive information, or IT systems.

7.6. The COTR is responsible for the following:

- 1) Ensuring that the contract company submits completed security forms and information on behalf of each of its contractor personnel (including prospective subcontract employees) subject to a security investigation as required by the applicable contract;
- 2) Ensuring that the PSU is notified whenever contractor personnel have completed the work as required under the contract or leave their position with the contractor;
- 3) Ensuring the forms required for investigations of contractor personnel are completed and submitted to the PSU prior to granting contractor personnel or subcontractor personnel access to ICE facilities, sensitive information, or IT systems;
- 4) Coordinating with the Contracting Officer to ensure, at the direction of the PSU, that appropriate actions are taken to address any questions that arise regarding the suitability of any contractor personnel. Appropriate actions may include, but are not limited to, temporarily denying the contractor personnel access to ICE facilities, sensitive information, or IT systems pending resolution of the issue(s) raising a question of suitability;
- 5) Ensuring, at the direction of the PSU, that appropriate action which may involve excluding the contractor personnel from working on any aspect of the ICE contract is taken when contractor personnel are found unsuitable for access to ICE facilities, sensitive information, or IT systems; and
- 6) Ensuring the OPR PSU is notified when derogatory information which may affect the status of any contractor personnel is revealed, discovered, or reported.

8. PROCEDURES.

8.1. General Investigative Standard for Contractor Personnel.

- 1) Prior to commencement of any work under a contract with ICE, all contractor personnel will be evaluated for suitability for access to ICE facilities, sensitive information, and IT resources. This screening process is required for every position; is conducted by personnel security specialists; and serves to protect the interests of ICE. The type of PSI necessary under this process will be commensurate with the nature and the risk level of the positions as described in the *Investigations Matrix*

(see attachment). ICE reserves the right to restrict contractor personnel access to ICE facilities, sensitive information, and IT systems.

- 2) A security clearance determination of whether contractor personnel should be eligible for access to classified information is a process separate and distinct from the suitability determination and is conducted in accordance with DHS MD 11035, ISP.
- 3) ICE will afford fair, impartial, and equitable treatment to all contractor personnel through the consistent application of suitability standards, criteria, and procedures as specified in applicable laws, regulations, and orders.
- 4) The minimum investigation standard for ICE contractor personnel requiring unescorted facility access on a recurring basis will be the NACI. This investigative standard will meet the requirements of HSPD-12. Prior to being given access to ICE facilities, sensitive information, or IT systems, contractor personnel must first have received a favorably adjudicated suitability determination as described in Section 8.1.1 above. The suitability determination may be conducted prior to or concurrently with a NACI investigation.
- 5) For contractor personnel processed in accordance with DHS MD 11035, ISP, the investigative standard for access to secret classified information will be an MBI. The minimum investigative standard for access to top secret classified information will be an SSBI.
- 6) Exception: An exception may be granted for contractors, subcontractors, vendors and others who do not require access to IT systems, but require temporary (less than 6 months), unescorted facility access, in which case they shall undergo a fingerprint-based criminal history records check and a citizenship check. This is considered the only exception to HSPD-12 investigative requirements.

8.2. EOD Determinations. A favorable EOD determination allows contractor personnel to commence work before the required personnel security investigation is completed. The EOD determination does not substitute for the required personnel security investigation. In addition, if contractor personnel for a High Risk IT position (for example, system administrator, programmer, hardware technician, or firewall manager) receive a favorable EOD determination, the contractor personnel may only perform duties equivalent to Moderate Risk positions until the required background investigation is completed.

8.3. Risk Assessment.

- 1) The PSU and the Program/Project Manager shall determine the risk level for each contractor personnel position. The risk level is based on an overall assessment of the damage an untrustworthy contractor personnel could cause to the efficiency and/or integrity of ICE operations. When determining risk levels, the duties of contractor personnel may be compared to those of ICE employees in similar positions.

- 2) Contractor personnel having access to ICE facilities, IT systems, or Sensitive Information will receive an appropriate suitability screening based on the risk level of the position. See Section 5.16 above for descriptions of Risk Levels.

8.4. Adjudication Criteria. Suitability determinations are to be made in accordance with the following criteria:

- 1) **Specific factors.** When making a suitability determination, the following may be considered a basis for finding contractor personnel unsuitable:
 - a) Misconduct or negligence in employment;
 - b) Criminal or dishonest conduct;
 - c) Material, intentional false statement or deception, or fraud in examination or appointment;
 - d) Refusal to furnish testimony;
 - e) Alcohol abuse of a nature and duration which suggests that the contractor personnel would be prevented from performing the duties of the position in question, or would constitute a direct threat to the property or safety of others;
 - f) Illegal use of narcotics, drugs, or other controlled substances, without evidence of substantial rehabilitation;
 - g) Knowing and willful engagement in acts or activities designed to overthrow the U.S. Government by force; and/or
 - h) Any statutory or regulatory bar which prevents the lawful employment of the contractor personnel involved in the position in question.
- 2) **Additional considerations.** In making a suitability determination, ICE shall consider the following additional considerations to the extent OPR PSU deems them pertinent to the individual case:
 - a) The nature of the position for which contract personnel are applying or are employed;
 - b) The nature and seriousness of the conduct;
 - c) The circumstances surrounding the conduct;
 - d) The recency of the conduct;
 - e) The age at the time of the conduct;

- f) The contributing societal conditions; and/or
 - g) The absence or presence of rehabilitation or efforts toward rehabilitation.
- 3) A contractor personnel's eligibility may be cancelled or they may be denied employment or removed if there is an unsuitability determination.

8.5. Citizenship and Residency Requirements.

- 1) Only U.S. citizens are eligible for employment on contracts requiring access to ICE IT systems or involvement in the development, operation, or management of ICE IT systems, unless an exception is granted in accordance with the procedures set forth in section 8.10 (2) of this directive. Exceptions to this policy must be obtained for any non-U.S. citizens, including Foreign Nationals (FN's) and Foreign Service Nationals (FSN's) for whom access to ICE or DHS systems is needed. Lawful permanent residents are not U.S. citizens.
- 2) Any contractor personnel who has resided outside of the United States for more than two of the last five years preceding their employment with ICE, must provide ICE with references, all of whom must be U.S. citizens, who can verify her or his reportable activities (for example, places of residence, educational institutions attended, etc.) outside the United States during this period. Sufficient information must be available to permit an investigation to be conducted to the same standard as would be required if the contractor personnel resided within the United States or the contractor personnel will be ineligible to work on the contract. Exceptions to the residency requirement may be made if the contractor personnel work or worked for the United States overseas in a Federal or Military capacity or was a dependent of a Federal or Military employee serving overseas during the period in question.

8.6. Retroactive Effect.

- 1) Contractor personnel who have been investigated and approved by ICE prior to the issuance of this Directive, but whose investigation is not commensurate with the risk level indicated in the "Investigations Matrix" (see attachment), must be scheduled for an updated investigation not later than twelve (12) months after the issuance of this Directive. Such contractor personnel are eligible to maintain access for one (1) year or less provided performance is under the existing contract (to include exercise of options) and the risk-level of the assigned position does not change.
 - a) These contractor personnel cannot perform work under a different contract or at a different risk level when performing under the same contract until the investigative requirements set forth in the "Investigations Matrix" (see attachment) are met.
 - b) After a re-compete and award on the same contract, contractor personnel must meet the required background investigation standards as set forth in the

Investigations Matrix (see attachment) that is commensurate with the risk level of their position.

- 2) Contractor personnel currently working on an ICE contract who have not been investigated prior to the issuance of this Directive must meet the investigative standard. The required personnel security investigation on these individuals must be scheduled not later than six months after issuance of this Directive. Contractor personnel may continue to work while the investigation is in process.
- 3) Lawful permanent residents who have been investigated and approved by ICE prior to the issuance of this Directive to work on unclassified contracts that involve access to or assisting in the development, operation, management, or maintenance of ICE IT systems may remain in the present position. However, they are not eligible to (1) transfer between contracts; (2) transfer to another position at a higher risk level; or (3) remain on a contract after a re-compete and award unless a waiver is granted in accordance with Section 8.10.

8.7. Reinvestigations. Contractor personnel in High Risk positions will be reinvestigated every 5 years or more frequently as circumstances warrant. Contractor personnel in Moderate or Low Risk positions are required to be reinvestigated every 10 years, unless specific derogatory information is received that would warrant an earlier reinvestigation.

8.8. Standards for Using Previous Investigations. Whenever practical, ICE will use previous investigations conducted by DHS components to reduce the number of investigation requests, associated costs, and unnecessary delays.

- 1) ICE will use previous investigations conducted at the same risk levels, subject to the 5-year and 10-year reinvestigation requirements, by other DHS components with appropriate updates to documentation on file for transfers within DHS. Previous investigations will be obtained and/or reviewed in conjunction with other appropriate checks to make a suitability decision for employment. If the investigation is unavailable for review, a new and appropriate investigation will be completed.
- 2) Any investigation conducted by or for another Federal agency on a contractor that is of the same or higher type and scope as the one required is sufficient to meet the investigative requirements if it was conducted within the past 5 years. The investigation will be obtained and/or reviewed in conjunction with pre-employment checks to make a suitability decision for employment. If that investigation is unavailable, new security forms will be obtained, preliminary checks will be completed and a new and appropriate investigation will be completed.

8.9. Adverse Information and Revocation of Access.

- 1) When adverse information is uncovered in the course of an investigation, the scope of the inquiry will normally be expanded to the extent necessary to obtain such additional information as may be required to determine whether the contractor's

personnel may be granted unescorted access to ICE facilities and/or sensitive information.

- 2) Contractor personnel on whom unfavorable or derogatory information has been uncovered must be presented with the information and offered an opportunity to refute, explain, clarify, or mitigate the information in question. If a determination of ineligibility is made, the individual will be formally notified and informed of the reason(s).
- 3) Adverse information may not be disclosed to the employer of the contractor personnel. When a final determination has been made, the employer shall be informed, simultaneously with notification to the affected individual, that the contractor personnel is ineligible to render services or otherwise perform under the contract.

8.10. Waivers and Exceptions.

- 1) Operational, physical, or unforeseen circumstances may prevent or preclude the implementation in a timely manner of some of the requirements of this Directive. In such cases a waiver or exception to the stated requirements may be requested. The waiver or exception request must be in writing and addressed to the ICE Chief Security Officer (CSO) and identify a compelling reason for issuance of a waiver or exception. Access will not be granted under the waiver or exception process until the waiver or exception is approved by the ICE CSO.
- 2) Exceptions to the U.S. citizenship requirement noted in section 8.5 (1) of this directive are treated separately from standard exceptions and waivers. Since access for foreign nationals is normally a long-term commitment, citizenship exceptions may only be granted by the Assistant Secretary or their designee, with the concurrence of both the DHS CSO and DHS CIO or their designees. In order for the exception to be granted:
 - a) The individual must be either a Lawful Permanent Resident of the United States or a citizen of any nation on the Allied Nations List maintained by the Department of State.
 - b) All required security forms specified by DHS and any necessary background check must be satisfactorily completed.
 - c) There must be a compelling reason for using the individual as opposed to a U.S. citizen.
 - d) The exception must be in the best interest of DHS.

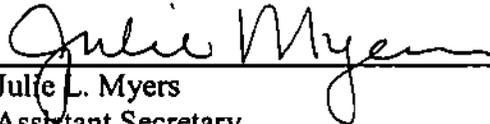
Requests for exceptions must be in writing utilizing Attachment J of the DHS 4300A Sensitive Systems Handbook.

3) Requests for waivers or exceptions to any other requirement set forth herein, to include surge support and resource issues, must be submitted in writing to the ICE CSO. Waiver or exception requests must include a justification and will be considered on a case-by-case basis.

9. **ATTACHMENT.** Investigations Matrix.

10. **NO PRIVACY RIGHT STATEMENT.** This Directive is an internal policy statement of ICE. It is not intended to, and does not create any rights, privileges, or benefits, substantive or procedural, enforceable by any party against the United States; its departments, agencies, or other entities; its officers or employees; or any other person.

Approved:



Julie L. Myers
Assistant Secretary
U.S. Immigration and Customs Enforcement

**ATTACHMENT
Investigations Matrix**

RISK LEVEL	SECURITY FORMS REQUIRED	TYPE OF INVESTIGATION REQUIRED		PRELIMINARY CHECKS REQUIRED FOR EOD DETERMINATION	
		IT Positions	Non-IT Positions	IT Positions	Non-IT Positions
HIGH	-SF 85P -FD 258 -Credit Release Form -SF 85P-S ¹ -OF 306	Background Investigation (BI) ²	Background Investigation (BI)	Favorable Review of Forms Favorable fingerprint & credit Scheduling of the BI <i>(Only eligible for access to the Moderate Risk Level)</i>	Favorable Review of Forms Favorable fingerprint & credit Submission of the BI
		Minimum Background Investigation (MBI)	Minimum Background Investigation (MBI)	Favorable Review of Forms Favorable fingerprint & credit Scheduling of the MBI	Favorable Review of Forms Favorable fingerprint & credit Submission of MBI
LOW ³	-SF-85P -FD-258 -Credit Release Form -OF 306	Not applicable No IT positions are "Low Risk"	NACI Favorable Review of Forms Fingerprint and Name Check	Not applicable No IT positions are "Low Risk"	Favorable Review of Forms Favorable fingerprint & credit Submission of NACI ³

¹ Only Weapons-Carrying Contract Guards must complete the SF 85P-S in addition to SF 85P.

² IT Positions or detail assignments that require access to Sensitive But Unclassified information or Law Enforcement Sensitive Information, i.e. TECS.

³ NACI must be initiated and a favorable fingerprint check completed prior to the issuance of a DHS Personal Identity Verification (PIV) Card.