

SECTION C – DESCRIPTION / SPECIFICATION

PERFORMANCE WORK STATEMENT

I. INTRODUCTION

A. Objective

The objective of this contract is to obtain a facility for the detention, transportation and food services for ICE detainees located in the Seattle, WA area in support of the ICE ERO-Seattle Field Office. The contractor shall furnish the facility and services inclusive of a trained and qualified management staff, supervision, manpower, relief officer(s), uniforms, equipment, vehicles, and supplies (which includes firearms, ammunition, body restraints, non-lethal devices, body armor, radios and cellular telephones) to provide support seven (7) days a week, twenty-four (24) hours per day.

ICE is anticipating a one (1) year base period with nine (9) one-year and one (1) six month optional periods, and a 60 day transition period.

B. Background

The United States Department of Homeland Security (DHS), U.S. Immigration and Customs Enforcement (ICE) is responsible for the detention, health, welfare, transportation, and deportation of detainees in removal proceedings, and those subject to final order of removal from the United States. ICE houses detainees in Contractor-owned, Contractor-operated detention facilities, and other federal, state, local, and private facilities.

C. Mission

The mission of the ICE Enforcement and Removal Operations (ERO) Program is to identify, arrest, and remove aliens, who present a danger to national security or are a risk to public safety, as well as those who enter the United States illegally or otherwise undermine the integrity of our immigration laws and border control efforts. ERO upholds America's immigration laws at, within and beyond our borders through efficient enforcement and removal operations.

ERO currently maintains and operates various databases used to process cases located by Federal, state and local law enforcement agencies. ERO functions are directly reliant upon these activities. In implementing its mission, ERO is responsible for carrying out all orders for the required departure of detainees handed down in removal proceedings, or prior thereto, and arranging for detention of detainees when such detention becomes necessary.

D. Partnership Philosophy

A major intent of this acquisition is to create a "partnership" between ICE and the Contractor. ICE intends to structure the contract in a manner that ensures the Contractor's goals and objectives are in alignment with those of ICE. Superior performance on the Contractor's part will have both an indirect and direct effect on the accomplishment of ICE's mission. Within the context of the ICE/Contractor partnership, ICE does not use the terms "partner" and "partnership" as legal terms. The ICE/Contractor partnership will reflect the attributes of an open, collaborative, customer-oriented, and professional relationship. In addition to meeting the program objectives, the contractor is encouraged to:

1. Consistently take steps to understand ICE's crucial national security mission, its business issues and opportunities, and its responsibilities under Section 287(g), Immigration and Nationality Act.
2. Work collaboratively with other Federal, state and local law enforcement organizations, contractors, government agencies, and business partners to ensure success; and
3. Under a performance-based contract, performance measures and metrics will be used extensively to monitor contractor performance.

The following constraints comprise the statutory, regulatory, policy and operational considerations that will impact the contractor. The contractor is expected to become familiar with all constraints affecting the work

to be performed. These constraints may change over time; the contractor is expected to be knowledgeable of any changes to the constraints and perform in accordance with the most current version of the constraints. Constraints include, but are not limited to:

- a) Memoranda of Understanding between ICE and individual law enforcement jurisdictions that may apply
- b) Department of Homeland Security Management Directive (MD) 11042.1 - Safeguarding Sensitive but Unclassified (For Official Use Only) Information
- c) Department of Homeland Security Instruction Handbook 121-01-007, The Department of Homeland Security Personnel and Suitability Program
- d) Other applicable Executive Orders and Management Directives
- e) Post Orders
- f) General Directives
- g) American Correctional Association (ACA) Standards for Adult Detention Facilities (most current edition) and the most recent copy of the supplement issued every two years. A copy is obtainable for purchase through the Internet website http://www.aca.org/ACA_Prod_IMIS/ACA_Member/Standards__Accreditation/Standards/Purchase/ACA_Member/Standards_and_Accreditation/Standards_Books__Merchandise.aspx?hkey=9afcadb3-623d-4933-825d-32458db12f83
- h) ICE/ DHS Officer's Handbook (current and future editions, as issued)
- i) A Guide to Proper Conduct and Relationships with Aliens and the General Public
- j) The ICE/DHS Performance Base Detention Standards – A copy is obtainable on the ICE Internet website
- k) All rules and regulations governing usage of firearms, public buildings and grounds
- l) All regulations provided to the Contractor through the COR
- m) The Patriot Act of 2001
- n) The Illegal Immigration Reform and Immigrant Responsibility Act (IIAIRA), P. L. 104-208
- o) Federal Acquisition Regulations (FAR) and Department of Homeland Security Acquisition Regulations (HSAR)
- p) Applicable federal, state facility codes, rules, regulations and policies
- q) Applicable federal, state and local labor laws and codes
- r) Applicable federal, state and local firearm laws, regulations and codes
- s) Alignment with external sources (e.g. state and local law enforcement organizations)
- t) Pre-clearance approvals are required for access to ICE field staff, facilities and information
- u) Pre-employment suitability clearance is required for contract employees before any access is granted to ICE field staff, facilities and information
- v) All applicable environmental requirements, including Executive Orders and Management Directives
- w) Existing lease agreements
- x) DHS Non-Disclosure Agreement Requirements
- y) Organizational Conflict of Interest Provisions

Accomplishments of some ACA standards are augmented by DHS/ICE policy and/or procedure. In these instances, the PWS identifies and provides direction for the enhanced requirements. In cases where other standards conflict with DHS/ICE policy or standards, DHS/ICE policy and standards prevail.

E. Performance

The Contractor shall perform all services in accordance with ICE 2011 Performance-Based National Detention Standards (PBNDS)(<http://www.ice.gov/detention-standards/2011/>) optimal and enhanced recreation, Prison Rape Elimination Act (PREA), American Correctional Association (ACA), Standards for Adult Local Detention Facilities (ALDF), and Standards Supplement, Standards for Health Services in Jails, latest edition, National Commission on Correctional Health Care (NCCCHC), and state and local laws on firearms at all times. Some ACA standards are augmented by ICE policy and/or procedure. In cases where other standards conflict with DHS/ICE Policy or Standards, DHS/ICE Policy and Standards prevail. ICE and third party inspectors will conduct periodic and unscheduled audits and inspections of the facility to ensure compliance with the aforementioned standards. In addition, the Contractor shall provide full and complete cooperation for any request or investigation conducted by the Government.

Under this contract, the Contractor shall provide detention management services including the facility, detention officers, management personnel, supervision, manpower, training, certifications, licenses, drug testing, relief officer(s), uniforms, equipment, and supplies (to include firearms, ammunition, body restraints, non-lethal devices and body armor), and vehicles necessary to provide detention management and transportation services seven (7) days a week, twenty-four (24) hours per day. The Contractor shall also be responsible for other ancillary services including but not limited to transportation and food service.

The Contractor shall provide a safe and secure environment for staff and detainees. The Contractor shall continuously monitor programs, seek ways to reduce and control violence in the facility, respond to emergencies, maintain accountability of tools, chemicals, and other potentially dangerous items, and maintain security. The Contractor shall monitor detainee programs and Contractor staff performance. In addition, the Contractor shall communicate policy, procedures, and operational practices in accordance with ICE written instructions and policy statements.

The facility shall accommodate 1,575 adult detainees. Five percent (75 beds) shall be in a special housing unit (segregation). The facility shall be located within 30 driving miles of Seattle/Tacoma (SeaTac) International Airport in the State of Washington. The facility shall also be located within appropriate proximity and access to emergency services (medical, fire protection, etc.)

Detainees are classified as High (Level 3), Medium (Level 2), or Low Risk (Level 1). Contractor shall be responsible for detainee record keeping services and personal property. The Contractor shall create and update detainee records and the Government will store the records. All records will remain the property of the U.S. Government.

The Contractor shall provide stationary guard services at hospitals or miscellaneous locations as directed by the COR, and/or an ICE-designated official. Transportation duties shall include, but are not limited to, escorting and guarding detainees to medical or doctor's appointments, hearings, ICE interviews, and any other location requested by the COR, and/or an ICE-designated official. The Contractor shall agree to augment such practices as may be requested by ICE to enhance specific requirements for security, detainee monitoring, visitation, and contraband control. It is imperative that assigned posts are properly covered at all times or as deemed required and necessary by the Government. Public contact is prohibited unless authorized in advance by the COR or an ICE-designated official. Public contact consists of any visits with outsiders, not sanctioned by ICE, i.e. a visitor to see a detainee in the hospital.

The Contractor shall provide its own fully operational and well-maintained equipment and supplies necessary to fulfill the requirements.

The Contractor shall have 18 months from commencement of this contract to become ACA accredited. The Contractor shall, within nine months from the date of NTP, formally apply for accreditation to the ACA. The Contractor shall furnish written proof of such application to the COR within five days of the application. The Contractor shall maintain continual compliance with applicable ACA standards and supplements during the performance of the contract, unless otherwise specified by the CO. Once full accreditation has been obtained, the Contractor shall maintain this accreditation throughout the life of the contract, inclusive of any option periods exercised.

The Contractor shall comply with all statutes, regulations, and guidelines from the National Archives and Records Administration. Records and information management functions are required and mandated by the following laws and regulations: Chapters 21, 29, 31, and 33 of Title 44, United States Code; 36 CFR 12; 41 CFR 201 subchapters A and B; OMB Circular A-130; and DOJ Order 2710.8A, Removal and Maintenance of Documents. Criminal penalties for unlawfully destroying, damaging, removing, or improperly handling or releasing federal records are addressed in Chapters 37 and 101 of Title 18, United States Code.

F. Explanation of Terms/Acronyms

1. **ADMINISTRATIVE SEGREGATION**: A form of separation from the general population used when the continued presence of the detainee in the general population would pose a threat to life, property, self, staff, or other detainees or to the security or orderly running of the facility. This housing status also includes detainees who require protective custody, those who cannot be placed in the local population because they are en route to another facility (holdovers), those who are awaiting a hearing before a disciplinary panel, and those requiring separation for medical reasons.
2. **ADULT DETENTION FACILITY (ADF)**: A facility which detains persons over the age of 18.
3. **ALIEN**: Any person who is not a citizen or national of the United States.
4. **AMERICAN CORRECTIONAL ASSOCIATION (ACA)**: The American Correctional Association is the oldest and largest international correctional association in the world. ACA serves all disciplines within the corrections profession and is dedicated to excellence in every aspect of the field.
5. **BED-DAY**: The total billable cost to the Government to maintain and house one detainee for one day. Bed-day means a detainee that occupies a bed in a housing unit or a detainee in custody for at least 4 hours in either a holding cell or staging area (not both). If the detainee is moved from the holding cell or staging area into a housing unit the same day, only one bed day charge is allowable. Bed day means day in not day out, and all days in between. The contractor may charge for day of arrival, but not day of departure.
6. **BED-DAY RATE**: The rate charged for each individual detainee per day. Bed-day rate is an all-inclusive burdened rate to include all costs inclusive of direct costs, indirect costs, overhead and profit necessary to provide the detention and food service requirements described in the PWS.
7. **BOOKING**: It is a procedure for the admission of an ICE detainee, which includes searching, fingerprinting, photographing, medical screening, and collecting personal history data. Booking also includes the inventory and storage of the individual's accompanying personal property.
8. **BUREAU OF PRISONS (BOP)**: The U.S. Federal Bureau of Prisons protects society by confining offenders in the controlled environments of prisons and community-based facilities that are safe, humane, cost-efficient, and appropriately secure, and that provide work and other self-improvement opportunities to assist offenders in becoming law-abiding citizens.
9. **CLASSIFICATION**: A process for determining the needs and requirements of aliens for whom detention has been ordered and for assigning them to housing units and programs according to their needs, security risk level, and existing resources of the facility.
10. **CONTRABAND**: Items that pose a threat to the security of people or property. A contraband item fits into either the category of hard or soft contraband as defined below:
 - a. **Hard Contraband**: Any item that is inherently dangerous as a weapon or tool of violence, e.g., a knife, explosives, a "zipgun," brass knuckles. Because hard contraband presents an immediate physical threat in or to the facility, a detainee found in possession of hard contraband could face disciplinary action or criminal prosecution.
 - b. **Soft Contraband**: Any item that presents a nuisance, which does not pose a direct and immediate threat to an individual's safety. None-the-less, soft contraband has the potential to

create dangerous or unsanitary conditions in the facility, such as excess papers that create a fire hazard, food items that are spoiled or retained beyond the point of safe consumption, etc.

11. CONTRACTING OFFICER (CO): An employee of the Government responsible for the complete conduct and integrity of the contracting process, including administration after award. The only individual authorized to issue changes to this contract.
12. CONTRACTING OFFICER'S REPRESENTATIVE (COR): An employee of the Government responsible for monitoring all technical aspects and assisting in administering the contract.
13. CONTRACTOR: The entity, which provides the services, described in this Performance Work Statement.
14. CONTRACTOR EMPLOYEE: An employee of a private Contractor hired to perform a variety of detailed services under this contract.
15. CONTROL ROOM: Integrates all internal and external security communications networks within a secure room. Activities conducted within the control room have a critical impact on the institution's orderly and secure operation.
16. CREDENTIALS: Document providing primary source verification including education, training, licensure, experience, board certification, and expertise of an employee.
17. DEPARTMENT OF HOMELAND SECURITY (DHS): A department of the United States Government, which includes U.S. Immigration and Customs Enforcement (ICE).
18. DEPARTMENT OF JUSTICE (DOJ): A department of the United States Government, which includes the Executive Office of Immigration Review (EOIR), the Federal Bureau of Investigation (FBI), the Federal Bureau of Prisons (BOP), and the U.S. Marshals Service (USMS).
19. DESIGNATED SERVICE OFFICIAL: An employee of U.S. Immigration and Customs Enforcement designated in writing by ICE Field Office Director to represent ICE on matters pertaining to the operation of the facility.
20. DETAINEE: Any person confined under the auspices and the authority of any Federal agency. Many of those being detained may have substantial and varied criminal histories.
21. DETAINEE RECORDS: Information concerning the individual's personal, criminal and medical history, behavior, and activities while in custody, including, but not limited to:
 1. Detainee, Personal Property
 2. Receipts, Visitors List, Photographs
 3. Fingerprints, Disciplinary Infractions
 4. Actions Taken, Grievance Reports, Medical
 5. Records, Work Assignments, Program Participation
 6. Miscellaneous Correspondence, etc.
22. DETENTION SERVICES MANAGER (DSM): Responsible for ensuring that the conditions of residential facilities that house ICE detainees are safe, secure and humane. Serves as a liaison for the agency, evaluating and ensuring that residential detention facilities are administered and operated according to ICE requirements, expectations and terms of operating agreements.
23. DETENTION STANDARDS COMPLIANCE UNIT (DSCU): The purpose of the DSCU is to develop and prescribe policies, standards, and procedures for ICE detention operations and to ensure detention facilities are operated in a safe, secure, and humane condition for both detainees and staff.
24. DIRECT SUPERVISION: A method of detainee management that ensures continuing direct contact between detainees and staff by posting an officer(s) inside each housing unit. Officers in general housing units are not separated from detainees by a physical barrier. Officers provide frequent, non-scheduled observation of and personal interaction with detainees.

25. **DIRECTIVE**: A document issued by the U.S. Government and signed by the President, Departmental Secretary, or an Assistant Secretary that establishes policy, delegate authority, and/or assigns responsibilities.
26. **DISCIPLINARY SEGREGATION**: A unit housing detainees who commit serious rule violations.
27. **IMMIGRATION AND CUSTOMS ENFORCEMENT HEALTH SERVICE CORP (IHSC)**: A unit of the U.S. Public Health Service dedicated to providing medical services for ICE facilities.
28. **ENFORCEMENT AND REMOVAL OPERATIONS (ERO)**: Enforcement and Removal Operations (ERO) oversees programs and conducts operations to identify and apprehend removable aliens, to detain these individuals when necessary, and to remove illegal aliens from the United States. ERO prioritizes the apprehension, arrest, and removal of convicted criminals, those who pose a threat to national security, fugitives, recent border entrants, and aliens who thwart immigration controls.

ERO manages all logistical aspects of the removal process, including domestic transportation, detention, alternatives to detention programs, bond management, and supervised release. In addition, ERO repatriates aliens ordered removed from the United States

29. **ENTRY ON DUTY (EOD)**: The first day the employee begins performance at a designated duty station on this contract.
30. **ENVIRONMENTAL ANALYSIS AND EVALUATION (EAE)**: This document initiates the analysis and evaluation of environmental effects of proposed actions, and contemplates alternative proposals. This document is the basis for deciding whether or not an Environmental Assessment is required.
31. **ENVIRONMENTAL ASSESSMENT (EA)**: Specific document summarizing the results of thorough analyses of environmental impacts caused by proposed actions. This document is the basis for deciding whether or not an Environmental Impact Statement is required.
32. **ENVIRONMENTAL IMPACT STATEMENT (EIS)**: Comprehensive document provides full and fair discussion of significant environmental impacts caused by the proposed action(s). It also states the reasonable alternatives, which would avoid or minimize the adverse impact(s) or enhance the quality of the human environment.
33. **EMERGENCY**: Any significant disruption of normal facility procedure, policy, or activity caused by riot, strike, escape, fire, medical exigency, natural disaster, or other serious incident.
34. **EMERGENCY CARE**: Care for an acute illness or unexpected serious health care need that cannot be deferred until the next scheduled sick call.
35. **EXECUTIVE OFFICE OF IMMIGRATION REVIEW (EOIR)**: An agency of DOJ.
36. **FACILITY**: The physical plant and grounds in which the Contractor's services are operated.
37. **FACILITY ADMINISTRATOR**: The official, regardless of local title (e.g., jail administrator, Facility Director, superintendent), who has the ultimate responsibility for managing and operating the contract detention facility. The qualifications for the holder of this office shall be consistent with ACA standards.
38. **FIELD MEDICAL COORDINATOR (FMC)**: Coordinates medical, mental health, dental and durable medical equipment services for individuals in the custody of ICE; provide case coordination and monitoring on high risk and problem prone cases and inter-facility admissions to Short Stay Units pursuant to the IHSC National Policies and Procedures. The FMC provide medical consultation services and screening of individuals in ICE custody to the Field Office Director and staff to which he/she is assigned. The FMC conducts routine and ad hoc visits to ICE-designated facilities within the Field Officer Director's Area of Responsibility. The FMC serves as the medical subject matter expert for the Field Office Director and will serve as the liaison between the FOD and the IHSC.

39. FIRST AID: Health care for a condition that requires immediate assistance from an individual trained in first aid care and the use of the facility's first aid kits.
40. GOVERNMENT: Refers to the United States Government.
41. GRIEVANCE: A written complaint filed by a detainee with the facility administrator concerning personal health/welfare or the operations and services of the facility.
42. HEALTH AUTHORITY: The physician, health administrator, or agency on-site that is responsible for health care services pursuant to a written agreement, contract, or job description.
43. HEALTH CARE: The action taken, preventive and therapeutic. To provide for the physical and mental well-being of the detainee population. Health care may include medical services, dental services, mental health services, nursing, personal hygiene, dietary services, and environmental conditions at the facility.
44. HEALTH CARE PERSONNEL: Duly licensed individuals whose primary duties are to provide health services to detainees in keeping with their respective levels of health care training or experience.
45. HEALTH UNIT (HU): The physical area in the facility and organizational unit set-aside for routine health care and sick call. The HU is the designated part of the facility for the delivery of care to detainees on an ambulatory or observation basis.
46. IMMIGRATION AND CUSTOMS ENFORCEMENT (ICE): A law enforcement agency within the U.S. Department of Homeland Security.
47. ICE AIR OPERATIONS: Provides aviation support, both domestically and internationally, to the ERO Field Offices that are strategically located throughout the United States.
48. ICE HEALTH SERVICE CORPS (IHSC): Provides oversight of medical care and public health services to detained aliens in the custody of ICE.
49. IMMEDIATE RELATIVES: Spouses, children (including stepchildren and adopted children) and their spouses, parents (including stepparents), brothers and sisters (including stepbrothers and sisters and half-brothers and sisters) and their spouses.
50. INCIDENT REPORT: A written document reporting an event, such as minor disturbances, officer misconduct, any detainee rule infraction, etc.
51. JUVENILE DETAINEE: Any detainee under the age of eighteen (18) years unless the juvenile has been determined to be emancipated in an appropriate state judicial proceeding, or is an individual who has been incarcerated due to a conviction for a criminal offense as an adult.
52. LIFE SAFETY CODE: A manual published by The National Fire Protection Association specifying minimum standards for fire safety necessary in the public interest.
53. LOG BOOK: The official record of post operations and inspections.
54. MAN-HOUR: Man-hour means productive hours when the required services are performed. Only productive hours can be billed and invoiced.
55. MEDICAL RECORDS: Separate records of medical examinations and diagnosis maintained by the responsible physician or nurse. The following information from these records shall be transferred to the detainee record: date and time of all medical examinations; and, copies of standing or direct medical orders from the physician to the facility staff.
56. MEDICAL SCREENING: A system of structured observation and/or initial health assessment to identify newly-arrived detainees who could pose a health or safety threat to themselves or others.
57. MILEAGE RATE: a fully burdened rate inclusive of the mileage rate in accordance with General Service Administration Federal Travel Regulation, vehicle equipment, maintenance, and fuel costs

58. NON-CONTACT VISITATION: Visitation that restricts detainees from having physical contact with visitors using physical barriers such as screens and/or glass. Voice communications between the parties are typically accomplished with telephones or speakers.
59. NON-DEADLY FORCE: The force a person uses with the purpose of not causing or which would not create a substantial risk of causing death or serious bodily harm.
60. NOTICE TO PROCEED (NTP): Written notification from the Government to the Contractor stating the date that the Contractor may begin work, subject to the conditions of the contract.
61. OFFICE OF PROFESSIONAL RESPONSIBILITY, PERSONNEL SECURITY UNIT (OPR-PSU): The ICE office, which implements a component-wide personnel security program.
62. OFFICERS: Contractor's uniformed staff members responsible for the security, care, transportation, and supervision of detainees during all phases of activity in a detention facility. The officer is also responsible for the safety and security of the facility.
63. ON CALL/REMOTE CUSTODY OFFICER POST: These posts shall be operated on demand by the COR and shall include, but is not limited to, escorting and custody of detainees for hearings, ICE interviews, medical watches, and any other location requested by the COR.
64. PAT DOWN SEARCH: A quick patting of the detainee's outer clothing to determine the presence of contraband.
65. PERFORMANCE WORK STATEMENT (PWS): That portion of the contract, which describes the services to be performed under the contract.
66. POLICY: A definite written course or method of action, which guides and determines present and future decisions and actions.
67. POST ORDERS: Written orders that specify the duties of each position, hour-by-hour, and the procedures the post officer will follow in carrying out those duties.
68. PREVENTIVE MAINTENANCE: A system designed to enhance the longevity and/or usefulness of buildings and equipment in accordance with a planned schedule.
69. PROCEDURE: The detailed and sequential actions that must be executed to ensure that a policy is implemented. It is the method of performing an operation or a manner of proceeding on a course of action. It differs from a policy in that it directs action required to perform a specific task within the guidelines of that policy.
70. PRODUCTIVE HOURS: These are hours when the required services are performed and can be billed.
71. PROJECT MANAGER: Contractor employee responsible for on-site supervision of all Contractor employees, with the authority to act on behalf of the Contractor. The Project Manager cannot simultaneously serve in the role of manager and Detention Officer or Supervisory Detention Officer.
72. PROPERTY: Refers to personal property belonging to a detainee.
73. PROPOSAL: The written plan submitted by the Contractor for consideration by ICE in response to the Request for Proposal (RFP).
74. QUALIFIED HEALTH PROFESSIONAL: Physicians, dentists, and other professional and technical workers who by state law engage in activities that support, complement or supplement the functions of physicians and/or dentists who are licensed, registered, or certified, as appropriate to their qualifications, to practice.
75. QUALITY ASSURANCE: The actions taken by the Government to assure requirements of the Performance Work Statement (PWS) are met.
76. QUALITY ASSURANCE SURVEILLANCE PLAN (QASP): A Government-produced document that is based on the premise that the Contractor, and not the Government, is 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 and is based on the American Correctional Association (ACA), Standards for Adult Local Detention Facilities (ALDF) and ICE Performance Based National Detention Standards (PBNDS). The role of the Government in quality assurance is to ensure performance standards are achieved and maintained. The QASP validates that the Contractor is complying with ERO-mandated quality standards in operating, maintaining, and repairing detention facilities.

77. **QUALITY CONTROL (QC)**: The Contractor's inspection system, which covers all the services to be performed under the contract. The actions that a Contractor takes to control the production of services so that they meet the requirements stated in the contract.
78. **QUALITY CONTROL PLAN (QCP)**: A Contractor-produced document that addresses critical operational performance standards for services provided.
79. **RESPONSIBLE PHYSICIAN**: A person licensed to practice medicine with whom the facility enters into a contractual agreement to plan for and provide health care services to the detainee population of the facility.
80. **RESTRAINT EQUIPMENT**: This includes but is not limited to: handcuffs, belly chains, leg irons, straight jackets, flexi cuffs, soft (leather) cuffs, and leg weights.
81. **SAFETY EQUIPMENT**: This includes but is not limited to firefighting equipment, i.e., chemical extinguisher, hoses, nozzles, water supplies, alarm systems, portable breathing devices, gas masks, fans, first aid kits, stretchers, and emergency alarms.
82. **SALLYPORT**: An enclosure situated either in the perimeter wall or fence to the facility or within the interior of the facility, containing gates or doors at both ends, only one of which opens at a time. This method of entry and exit helps to ensure that there shall be no breach in the perimeter or interior security of the facility.
83. **SECURITY DEVICES**: Locks, gates, doors, bars, fences, screens, hardened ceilings, floors, walls and barriers used to confine and control detainees. In addition, electronic monitoring equipment, security alarm systems, security light units, auxiliary power supply, and other equipment used to maintain facility security.
84. **SECURITY PERIMETER**: The outer portions of a facility, which actually provide for secure confinement of detainees.
85. **SECURITY RISK – HIGH, MEDIUM, LOW**
 - High Risk Level – (Level 3) Detainees exhibit behavioral problems, or manifest a pattern of such behavior, or have a history of violent and/or criminal activity.
 - Medium Risk Level – (Level 2) Detainees exhibit minor behavioral problems or have a history of nonviolent criminal behavior.
 - Low Risk Level – (Level 1) Detainees with minor criminal histories and non-violent charges and convictions.
86. **SENSITIVE INFORMATION**: Any information which could affect the national interest, law enforcement activities, the conduct of federal programs, or the privacy to which individuals are entitled under Title 5, U.S. Code, Section 552a. All Detainee records are considered sensitive information.
87. **SIGNIFICANT EVENT NOTIFICATION REPORT (SEN)**: A written document reporting a special event (e.g., the use of force, use of chemical agents, discharge of firearms).
88. **SPECIAL MANAGEMENT UNIT (SMU)**: A housing unit for detainees in administrative or disciplinary segregation.
89. **STANDING MEDICAL ORDERS**: Written orders, by a physician, to medical personnel for the definitive treatment of identified minor, self-limiting conditions and for on-site treatment of emergency conditions.

90. PERFORMANCE WORK STATEMENT (PWS): That portion of the contract, which describes the services to be performed under the contract.
91. STRIP SEARCH: An examination of a detainee's naked body for weapons, contraband, and physical abnormalities. This also includes a thorough search of all of the individual's clothing while not being worn.
92. SUITABILITY CHECK: Security clearance process for Contractor and all Contractor Employees to determine favorable suitability to work on a Government contract.
93. TOUR OF DUTY: No more than 12 hours in any 24-hour period with a minimum of eight hours off between shifts, except as directed by state or local law.
94. TRAINING: An organized, planned, and evaluated activity designed to achieve specific learning objectives. Training may occur on site, at an academy of training center, at an institution of higher learning, through contract service, at professional meetings or through closely supervised on-the-job training. Meetings of professional associations are considered training when there is clear evidence of the above elements. All trainers must be certified and certification shall be approved by the COR or ICE-designated employee.
95. TRANSPORTATION COSTS: All materials, equipment and labor necessary to respond to requests by designated officials for secure movement of detainees from place to place necessary for processing, hearings, interviews, etc.
96. TRANSPORTATION SERVICE COST: An all-inclusive or burdened rate. Cost includes but is not limited to labor, equipment, material, supplies, and other related costs necessary to respond to requests by designated officials for movement of detainees from place to place necessary for processing, court hearings, interviews, doctor's appointments, ICE Air/airports, and transporting in-between detention facilities (counties, state and federal).
97. TRAVEL COST: Cost inclusive of lodging and meals and incidental expenses (MI&E) for Transportation Officers exceeding the standard working hours. Cost is based on actual charges per occurrence, not to exceed the allowable Federal Travel Regulation rates/costs in effect on the dates of travel.
98. WEAPONS: This includes but is not limited to firearms, ammunition, knives, slappers, billy clubs, electronic defense modules, chemical weapons (mace), and nightsticks.

Ambiguities

All services must comply with the Performance Work Statement (PWS) and all applicable federal, state, and local laws and standards. Should a conflict exist between any of these standards, the most stringent shall apply. If the Contractor is unable to determine which standard is more stringent, the Contracting Officer (CO) shall determine the appropriate standard.

The COR does not have authority to modify the stated terms of the contract, or to approve any action that would result in additional charges to the Government. The CO will make all modifications in writing.

G. Hold Harmless

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

In awarding the contract, the Government does not assume any liability to third parties, nor will the Government reimburse the Contractor for its liabilities to third parties, with respect to loss due to death.

bodily injury, or damage to property resulting in any way from the performance of the contract or any subcontract under this contract.

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

Policy and procedures shall be developed which ensure a positive relationship is maintained with all levels of the federal judiciary. The Contractor's procedures shall ensure a tracking system is established which mandates that all judicial inquiries and program recommendations are responded to in a timely and accurate manner. All judicial inquiries and Contractor responses, specifically related to a detainee, shall be made part of the detainee's file.

The Contractor shall notify the COR when a member of the United States Congress or any media outlet requests information or makes a request to visit the facility, per the ICE PBNDS on News Media Interviews and Tours. The Contractor shall coordinate all public information related issues with the COR or ICE-designated employee. All press statements and releases shall be cleared, in advance, with the ICE Office of Public Affairs.

The Contractor shall ensure employees agree to use appropriate disclaimers clearly stating the employees' opinions do not necessarily reflect the position of the United States Government in any public presentations they make or articles they write that relate to any aspect of contract performance or the facility operations.

H. Exclusivity

The Contractor agrees that the facility is to be for the exclusive use of ICE and its detainee population. No other agency will be allowed to use the facility to house its detainees, prisoners, or inmates without prior approval of the CO. If given approval, a separate bed day rate shall be negotiated with the other agency and ICE shall not be responsible for payment related to beds used by another agency. The other agency will be separately invoiced for the beds it uses. The duration of the use of beds will be determined on a case by case basis.

II. REQUIREMENTS

A. Quality Control

The Contractor shall provide a final Quality Control Plan (QCP) that addresses critical operational performance standards for the services required under this contract. The final QCP is due 30 days after award of the contract. The QCP shall ensure that services will be maintained at a uniform and acceptable level. At a minimum, the Contractor shall periodically review and update the QCP policies and procedures on an annual basis. The Contractor shall audit facility operations monthly for compliance with the QCP, results of which are reportable in a deliverable to ICE. The Contractor shall notify the Government 48 hours in advance of the audit to ensure the COR is available to participate. The Contractor's QCP shall identify deficiencies, appropriate corrective action(s), and timely implementation plan(s) to the COR.

If the Contractor proposes changes in the QCP after contract award, the Contractor shall submit them to the COR for review. If the COR concurs with the changes, the COR shall submit the changes to the CO. The CO may modify the contract to include these changes.

B. Quality Assurance Surveillance Plan (QASP)

The ICE QASP is attached to this PWS and sets forth the procedures and guidelines that ICE will use to inspect the technical performance of the Contractor. It presents the financial values and mechanisms for applying adjustments to the Contractor's invoices as dictated by work performance measured to the desired level of accomplishment.

1. The purpose of the QASP is to:
 - Define the roles and responsibilities of participating Government officials.
 - Define the types of work to be performed.

- Describe the evaluation methods that will be employed by the Government in assessing the Contractor's performance.
- Describe the process of performance documentation.

2. Roles and Responsibilities of Participating Government Officials

The COR(s) is the main Government official responsible for oversight of the contractor performance and assessing, recording, and reporting on the technical performance of the Contractor. The COR(s) will have primary responsibility for completing the "Quality Assurance Surveillance Forms" to document their inspection and evaluation of the Contractor's work performance. The COR is responsible for providing within-scope technical direction to the contractor, approving invoices, and approving contractor incurrence of costs within the CLIN schedule. The COR does not have authority to alter, change, or otherwise modify any requirements of the PWS.

ICE Designated Official(s) are ICE Officers responsible for providing information to the contractor in order for the contractor to perform specific duties. The contractor uses this information to perform tasks in performance of the contract (including but not limited to: preparing a specific number of meals, the movement of detainees to specific locations within the facility, the transportation of detainees to specific locations, and utilization of contractor Disturbance Control Team). The ICE Designated Official(s) do not have authority to provide technical direction to the contractor, request work outside the scope of the PWS, or otherwise direct the contractor to incur any costs not covered by the PWS or CLIN schedule.

The Contracting Officer (CO) has administrative responsibility for overall contract enforcement. The CO is responsible for evaluating the Contractor's performance in areas of contract compliance, contract administration, and cost and property control. The CO shall review the COR's evaluation of the Contractor's performance and invoices. If applicable, deductions will be assessed in accordance with the evaluation of the Contractor's performance, e.g., monetary adjustments for inadequate performance as outlined in the PRS. The CO is the only person authorized to alter, change, or otherwise modify the terms and conditions of the contract.

C. Contractor's Failure to Perform Required Services

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

D. Inspection by Regulatory Agencies

Work described in the contract is subject to inspection by other Government agencies. The Contractor shall participate in responding to all requests for information and inspection or review findings by regulatory agencies.

E. Performance Evaluation Meetings

The Contractor's representatives shall meet with the COR(s) on a weekly basis or as deemed necessary by either party. These meetings will provide a management level review and assessment of Contractor performance, and a discussion and resolution of problems.

F. Contractor's Employee Manual

The Contractor shall provide Employee Manual, which, at a minimum, addresses the following:

1. Organization
2. Recruiting procedures
3. Opportunities for Equal Employment

4. Qualifying for jobs, job descriptions, responsibilities, salaries, and fringe benefits
5. Physical fitness for duty
6. Screening employees for illegal drug use
7. Holidays, leave, and work hours
8. Personnel records, employee evaluations, promotion, and retirement
9. Training
10. Standards of conduct, disciplinary procedures, and grievance procedures
11. Resignation and termination
12. Employee-management relations
13. Security, safety, health, welfare, and injury incidents

The Contractor shall provide a copy of the Employee Manual to the Contractor's employees at the facility. Upon request by the COR, the Contractor shall document to the Government that all employees have reviewed a copy of the manual.

G. Facility Staffing Plan and Key Personnel

The Contractor shall provide a staffing plan that addresses, at a minimum, the identified staffing needs, minimum personnel qualification standards, special personnel requirements, and key personnel to be employed in connection with this contract, as outlined in the PWS.

Key personnel shall not hold simultaneous positions.

The Contractor Staffing Plan shall:

- Address minimum staffing requirements and key personnel to be employed to ensure compliance with the contract.
- Incorporate the provision of staffing rosters and monthly vacancy rate information to the COR.
- Include Stand-By and Reserve Force staffing plans as part of the Contractor's emergency plans.
- Detail supervisory roles and duties in accordance with the requirements of the SOO and all applicable standards and policies.

The Contractor shall staff the post-positions in accordance with the Contractor submitted and Government acknowledged Contractor Staffing Plan.

The number, type and distribution of staff as described in the contract-staffing plan shall be maintained throughout the term of the contract. Written requests to change the number, type and/or distribution of staff described in the Staffing Plan must be submitted to the CO, through the COR, for approval prior to implementation. Staffing levels shall not fall below a monthly average of 95% of the approved staffing plan.

Failure to fill any individual position within 120 days of the vacancy will result in a deduction from the monthly invoice. The Government will calculate the deduction retroactive to day one of the vacancy, excluding the days for Government's conditional approval process, starting on the day of receipt and concluding on the day conditional approval is granted.

The Contractor shall provide the COR with the names of Supervisory Detention Officers designated by the Contractor before commencement of services. Supervisors shall be trustworthy and must have a minimum of one year of experience as a detention officer and two years of successful experience in field supervision (civilian community law enforcement, commercial or industrial guard service, or security service supervisory positions). The two year requirement may be satisfied by completion of a career development program that includes work-related experience, training, or college credits at a level of achievement equivalent to the basic requirement.

Supervisory Detention Officers shall be knowledgeable of ACA standards and requirements, and shall receive ACA accredited training in their basic and annual refresher training. The duties of Supervisory Detention Officers shall include but are not limited to:

- Providing close supervisory control to the Detention Officers.
- Reviewing Log Books, records and reports.
- Performing daily inspections of Detention Officer performances.
- Maintaining and updating of Post Orders.
- Enforcing ICE/DHS policies and procedures.
- Providing oversight to prevent detainee escapes and ensure accuracy of all detainee records.
- Inspecting all detainee housing areas at least once per shift, correcting discrepancies, and/or reporting discrepancies to the Government.

H. Minimum Staffing Requirements

The Contractor shall fully staff the facility to secure, control, and supervise detainees in custody regardless of the detainee population. Staffing must be sufficient to cover the posts based on the approved staffing plan. The Contractor shall provide daily Detention Officer Assignment rosters, by shift, for the duration of the contract. The assignment rosters shall indicate the number of staff, job titles, names, hours, and days of work for each post. The daily roster shall be posted 24 hours in advance. Shift rosters must be filed and available for review upon request of the COR for the entire length of the contract.

I. Supervisory Staffing

The Contractor is responsible for the satisfactory supervision of its employees at all times. Satisfactory supervision includes verifying attendance at all posts and positions, and upholding the work requirements of all personnel assigned under the contract. The Contractor shall provide the COR with the names of Supervisory Detention Officers designated by the Contractor before commencement of services.

J. Key Personnel

The Contracting Officer Representative will provide written approval before any key personnel are assigned to perform duties under this contract. The Contractor shall have key personnel employed and on-site before the Contractor can begin contract performance. Any subsequent changes to key personnel must meet these criteria and be approved in writing by the Contracting Officer. The following are the key personnel and required qualifications for the performance of this contract.

- a. **Warden/Facility Director.** The Warden/Facility Director shall hold an accredited bachelor's degree in an appropriate discipline, or significant military or corrections experience of a minimum 15 years, and have at least five years of related administrative experience, and have knowledge of program objectives, policies, procedures, and requirements for managing a secure detention/correctional facility. The degree requirement may be satisfied by completion of a career development program that includes work-related experience, training, or college credits at a level of achievement equivalent to the bachelor's degree, as practiced in the federal hiring process. The official holding this position, even in an acting capacity, shall meet ACA requirements.
- b. **Assistant Warden/Assistant Facility Director.** The Assistant Warden/Facility Director shall hold an accredited bachelor's degree in an appropriate discipline, or have a minimum of three years of related industry experience, and have knowledge of program objectives, policies, procedures, and requirements for managing a secure detention/correctional facility. The official holding this position, even in an acting capacity, shall meet ACA requirements.
- c. **Supervisory Officers.** Supervisors must be trustworthy and must have a minimum of one year of experience as a detention officer and two years of successful experience in field supervision (e.g., civilian community law enforcement, commercial or industrial guard service, or security service supervisory positions). The two year requirement may be satisfied by completion of a career development program that includes work-related experience, training, or college credits at a level of achievement equivalent to the basic requirement, as practiced in the federal hiring process.

- d. **Training Officers.** Certified instructors shall conduct all instruction and testing of Contract personnel. A state or national level recognized institution certification of instructors is mandatory unless otherwise approved in writing by the COR. Certification of instructors may be established by documentation of past experience in teaching positions or by successful completion of a course of training for qualifying personnel as instructors. The COR must approve the instructor prior to any training.
- e. **Quality Assurance Manager.** The Quality Assurance Manager shall hold an accredited bachelor's degree in an appropriate discipline, or have a minimum of three years of related industry experience, and have knowledge of program objectives, policies, procedures, and requirements for managing a secure detention/correctional facility.
- f. **Corporate Security Officer.** The Corporate Security Officer shall hold an accredited bachelor's degree in an appropriate discipline, or have a minimum of three years of related industry experience, and have knowledge of program objectives, policies, procedures, and requirements for securing a detention/correctional facility. 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 and the position will be located at the facility.

To establish and maintain a congenial line of communication with the Contractor, the Contractor's Warden/Facility Director and the COR shall work together as a team to ensure that required work is accomplished in an efficient and proper manner. There should be no hesitation to call special meetings to discuss and resolve serious problems.

K. Organizational Chart

The Contractor shall provide an organizational chart that describes the structure of authority, responsibility, and accountability within the facilities. The Contractor shall update this chart as necessary. The Contractor shall make the chart available for review by the CO or COR upon request.

L. Employee Standards

All employees shall meet the highest standards of professionalism and personal integrity. Standards of professionalism include competency, training, appearance, and behavior. The Contractor shall perform pre-employment suitability checks for all employees and prospective employees. The Contractor shall take disciplinary action against employees who disregard those standards.

M. Training Program

The Contractor shall establish a training program for all employees, which incorporates the training requirements set forth in the ICE PBNDS, ACA Standards, ERO mandated training and the PWS. The training plan shall include proficiency testing, remediation (if necessary), 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. No less than 30 days after contract award and before contract performance begins the Contractor shall submit the training plan to the COR for review. The Contractor is not to begin training until the COR has approved the training plan.

N. Housing, Health and Medical Care, Transportation, and Stationary Guards

The Contractor shall provide detention services, to include detainee welfare, transportation, and record keeping services for ICE, in support of the detention and removal process, per ICE PBNDS.

1. Detention Site Standards

The Contractor shall ensure that detention sites conform to ICE PBNDS and ACA Standards. A fire and emergency plan shall exist and shall be adhered to at all times. The Contractor shall ensure facilities conformance to the following:

- a. Be clean and vermin/pest free.

- b. Have a suitable waste disposal program.
- c. The Contractor shall provide and distribute suitable linens (sheets, pillow cases, towels, etc.). The Contractor shall launder and change linens per ICE PBNDS.
- d. The Contractor shall provide and distribute appropriate clean blankets.
- e. The Contractor shall ensure fire and emergency exits remain unimpeded to permit prompt evacuation of detainees and staff members in an emergency.
- f. The Contractor shall provide and distribute articles of personal hygiene (e.g., soap, personal deodorant, toothbrush, toothpaste, comb, toilet paper, shaving equipment, and female sanitary items).

For safety, security, and sanitation purposes, an inspection of the detainee housing areas shall be conducted by a supervisor at a minimum of once per shift. The inspection shall be logged into the security logbook and be available for review by the COR or ICE-designated employee.

All locks, windows, walls, floors, ventilators, covers, access panels, and doors shall be checked daily for operational wear and detainee tampering. The Contractor shall take immediate action to repair all defective equipment.

The facility shall be subject to periodic and random inspections by the COR, ICE-designated employee, or other officials to insure compliance with ICE Standards. Deficiencies shall be immediately rectified or a plan for correction submitted by the Contractor to the COR for approval.

2. Health and Medical Care

The Contractor shall comply with written policies and procedures for appropriately addressing the health needs of detainees in ICE custody. Written policies and procedures shall include, but not be limited to, the following:

- a. Policies and procedures for accessing 24-hour emergency medical care for ICE detainees.
- b. Policies and procedures for prompt summoning of emergency medical personnel.
- c. Policies and procedures for evacuation of detainees, if deemed necessary by qualified medical personnel.
- d. Policies, procedures, and post procedures for duty officers to ensure that medical emergencies are recognized and promptly attended to.
- e. The Contractor shall notify the COR and/or ICE-designated employee of all detainee requests for the need of medical treatment. These requests shall be addressed with urgency.

3. Medical Services

IHSC is responsible for providing all health care services for detainees in the custody of ICE. IHSC provides medical coverage at the facility.

The Contractor will ensure that its employees notify IHSC medical and health care staff of detainee health complaints/conditions when brought to their attention.

In addition, IHSC acts as the agent and final health authority for ICE on all off-site detainee medical and health-related matters. The relationship of the IHSC to the detainee equals that of physician to patient. IHSC coordinates and arranges off-site medical care (e.g., emergency care, off-site lab testing, eyeglasses, cosmetic dental prosthetics, and dental care for cosmetic purposes). For medical care provided outside the facility, the IHSC may determine that an alternative medical provider or institution is more cost-effective or more aptly meets the needs of ICE and the detainee. All healthcare expenditures must be approved and authorized by IHSC. ICE may refuse to reimburse the Contractor for non-emergency medical costs incurred that were not pre-approved by the IHSC.

The Contractor agrees to accept and provide for the secure transport, custody, care, and safekeeping of detainees in accordance with the State, and local laws, standards, policies,

procedures, or court orders applicable to the operations of the facility. The Contractor shall provide contract detention officers to cover the medical unit in accordance with the approved staffing plan. In addition, when patients are housed in the infirmary, an additional contract detention officer shall be posted to the unit at all times. The Contractor shall coordinate and escort detainees to the medical clinic for sick call, appointments, and pill line. Note: Optimum functioning of health services depends on a continuous flow of patients to and from the clinic. Additional contract detention officers shall be reassigned from other flexible posts within the facility to meet IHSC's workload.

4. Facility Requirements for Infectious Disease Screening

The Contractor will ensure that there is adequate space to provide medical intake screening including a tuberculosis (TB) screening chest x-ray within the intake processing area. In order to prevent the spread of airborne infectious disease or cross contamination of zones within the facility, the HVAC system in the intake screening area will be constructed to exhaust to the exterior and prevent air exchange between the intake screening area and any other area within the facility.

5. Infectious Disease Screening

In order to prevent the transmission of TB to the resident population of a detention facility, the Contractor will provide adequate space to perform TB screening as part of the routine infectious disease screening process. Detainees will remain isolated from the rest of the facility population (remain in the intake screening area) until the chest x-ray report is obtained and the interpretation verifies that the detainee is free of infectious TB (turnaround time for chest x-ray interpretation should be four hours or less). Detainees who are found to be infected or where there is a possibility that they are infected will be assigned to a respiratory isolation unit until treatment or further testing is done and the detainee is no longer infectious.

6. Tele-radiology Medical Provider

The Contractor shall provide adequate space for the use of services of the ICE Tele-radiology Service Provider (ITSP). The cost of the equipment; maintenance of the equipment; training of staff; arrangements for interpretation of the x-rays by credentialed radiologists; and transmission of data to and from the Detention Facility are provided by the ITSP and charged directly to ICE. The Contractor shall coordinate with the ITSP to ensure adequate space is provided for the equipment, connectivity and electrical services are installed, immediate 24/7 access to equipment for service and maintenance by ITSP technicians is granted, a tele-radiology coordinator is appointed and available for training by the ITSP, and medical staff is available to perform the screening exams and receive reports.

O. Armed Transportation Services:

The Contractor shall provide all such ground transportation services as may be required to transport detainees securely throughout the Seattle Field Office (AOR) to include transportation offices in Yakima WA, Portland OR and Medford OR, in a timely manner, to locations as directed by the COR or designated ICE official, including the transportation of detainees to various appointments. When officers are not providing transportation services, the Contractor shall assign the employees to supplement security duties within the facility/transportation offices as directed by the COR or designated ICE official. However, the primary function of these officers is transportation. Duties as directed by the COR utilizing these officers shall not incur any additional expenses to the Government.

The Contractor shall assign, at a minimum, two person teams of transportation officers on a daily basis distributed throughout a 24 hour period 7 days a week including weekends and holidays. The COR shall approve the number of teams assigned to any shift or period of time in order to meet the needs of ICE transportation requirements.

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 two-person team is not necessary for some transportation routes. In all other cases, a minimum of two officers shall be assigned, as described above.

The Contractor shall furnish suitable vehicles in good condition, approved by the Government, to safely provide the required transportation services per facility as listed below, see attachment 5, DRO Policy and Procedure Manual (Appendix 32-1 Vehicle Ordering Menu as a guide for vehicles that will be required. The Contractor shall comply with all federal and state laws with regard to inspections, licensing, and registration for all vehicles used for transportation. The Contractor shall provide parking spaces for the required vehicles at or directly adjacent to the facility.

Nothing in this contract shall restrict the Contractor from acquiring additional vehicles as deemed necessary by the Contractor at no cost to the Government. The Contractor shall not allow employees to use their privately owned vehicles to transport detainees. The Contractor shall furnish vehicles equipped with interior security features in accordance with ICE PBNDS including physical separation of detainees from guards. The Contractor shall provide the interior security specification of the vehicles to ICE for review and approval prior to installation. Vehicles furnished by the Contractor shall be equipped with interior security features such as, but not limited to: door lock controls, window locks, a wire cage with acrylic panel between the driver seat and the rear passenger seats, and provide physical separation of detainees from Officers.

In the event of transportation services involving distances that exceed a standard workday to complete, the Contractor shall be reimbursed for related costs of lodging and meals commensurate with the U.S. General Services Administration rates for such within the geographical area of occurrence. Any incurred overtime pay for such services will be reimbursed in accordance with Section B of the contract. The Contractor shall comply with ICE transportation standards related to the number of hours the Contractor employee may operate a vehicle. Overnight lodging resulting from transportation services shall be approved in advance by the COR or designated ICE official.

The transportation shall be accomplished in the most economical manner. For example, it may be non-economical and inappropriate for four detainees to be transported in a 48-person vehicle.

The Contractor personnel provided for the above services shall be of the same qualifications, receive the same training, complete the same security clearances, and wear the same uniforms as those Contractor personnel provided in the other areas of this contract. Transportation officers shall have the required state licenses for commercial drivers with the proper endorsement limited to vehicles with Automatic Transmission and meet the federal and Washington State and Oregon State Department of Licensing requirements.

All transportation Officers shall be armed in the performance of these duties.

The Contractor shall supply and maintain restraining equipment, per the ICE PBNDS on Transportation. ICE personnel reserve the right to approve such restraining equipment, as well as the right to inspect such restraining equipment.

The Contractor shall, upon order of the COR, or upon his or her own decision in an urgent medical situation, transport a detainee to a hospital location. An officer, or officers, shall keep the detainee under constant supervision 24 hours per day until the detainee is ordered released from the hospital, or at the order of the COR. The Contractor shall then transport the detainee to the detention site.

The COR may direct the Contractor to transport detainees to unspecified, miscellaneous locations. As a part of the release process, upon the release of a detainee from the facility (e.g., release on bond, supervised release, or case termination), the Contractor, when requested by the COR or ICE-designated official, shall transport the released detainee to a local transportation area, such as a bus station or taxi stand.

When the COR provides documents to the Contractor concerning the detainee(s) to be transported and/or escorted, the Contractor shall deliver these documents only to the named authorized recipients or his or her designee. The Contractor shall ensure the material is kept confidential and not viewed by any person other than the authorized recipient.

The Contractor shall establish a fully operational communication system compatible with ICE communication equipment that has direct and immediate contact with all transportation vehicles and post

assignments. Upon demand, the COR shall be provided with current status of all vehicles and post assignment employees.

Failure of the Contractor to comply fully with the detainee(s) departure as pre-scheduled shall result in the Contractor having deductions and/or with-holdings made for non-performance.

ICE anticipates normal transportation requirements other than hospital visits and local needs consisting of the following. The mileage is based on a start location of Seattle Tacoma (SeaTac) International Airport in the state of Washington, plus 30 miles per route to allow for geographic diversity:

Seattle area transportation includes, but is not limited to below schedules and routes. The COR may direct the Contractor to transport detainees to unspecified miscellaneous locations with the same conditions as listed in Sub-Section 4 Armed Transportation Services.

Route	Destination	Frequency	Round-trip mileage per trip
1.	Richland, Washington via Yakima	Every weekday*	160
2.	Spokane, Washington via Yakima	Weekly	400
3.	Wenatchee, Washington via Yakima	Up to 2 times per week	220
4.	Yakima, Washington	Every Weekday*	510
5.	Portland, Oregon	Every weekday*	390
6.	Medford, Oregon	Up to 3 times per week	930
7.	Seattle local runs **	Every weekday*	500
8.	Portland local runs **	Every weekday*	500
9.	Medford local runs **	Every weekday*	500
10.	Flight Operations Unit Support (ICE Air or successor entlty):		
	1. King County International Airport	Up to 2 times per week	80

* Every weekday means non-holiday work days; on occasion, a route may be required on a weekend day, thus excluding a route during a weekday.

** Local Runs: A local run begins and ends in the city designated or at an agreed location by the COR. i.e. The Seattle local run (mileage) begins at the Seattle Field Office or other approved location near Seattle. Jail pick-ups or detainee transportation takes place throughout the metro area and at the conclusion of the day's work the local run is concluded at the start location or at a COR approved location. This same method would be used for Portland and Medford, in that the local run (mileage) for these offices would begin and end in the COR approved locations.

In the ICE offices that have contractor transportation officers (Yakima, WA, Portland, OR and Medford, OR), when these contract employees are not actively providing transportation services, they shall be assigned stationary guard services as designated by the COR or the ICE designated official. These duties are generally associated with but not limited to ICE detainees in holding cells. The Contractor agrees to augment such practices as may be requested by ICE to enhance specific requirements for security, detainee monitoring, visitation, and contraband control. Public contact is prohibited unless authorized in advance by the COR or the designated ICE official. These assignments shall not be considered Remote Post assignments and their performance will not result in any additional expense to the Government .

P. Remote Post - Stationary Detention Services:

The Contractor agrees to provide stationary guard services on demand by the COR and shall include, but is not limited to, escorting and guarding detainees to medical or doctor's appointments, hearings, ICE interviews, and any other remote location requested by the COR, including hotel watches as necessary.

Officers performing these duties shall be armed transportation officers. Qualified detention officer personnel employed by the Contractor under its policies, procedures, and practices will perform such services. The Contractor agrees to augment such practices as may be requested by ICE to enhance specific requirements for security, detainee monitoring, visitation, and contraband control. Public contact is prohibited unless authorized in advance by the COR or designated ICE official. The Contractor shall be authorized two officers for each such remote location, unless additional officers are required, per the direction of the COR or designated ICE official.

Q. Effectuating Departure of Detainees

Contract employees shall effectuate departures. Effectuating departure requires Contract employees to perform detainee-related activity included but not limited to: positive identification, documentation preparation and review, transportation, escorting, inspecting and evaluating aircraft to ascertain unobservable exits do not exist which could allow escape, placing detainee on proper departing aircraft, remaining at the gate until aircraft is airborne and verifying verbally with carrier gate attendant that aircraft is in flight, certify departure in writing to the COR, and returning all DHS documentation to the appropriate DHS supervisor upon completing the escort assignment. In addition, Contract employees shall, when required by proper authority, affirm, swear, and witness to all actions of effectuating 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.

III. PERSONNEL

The Contractor shall employ personnel whose qualifications are commensurate with job responsibilities and authority levels. The Contractor shall assure that employees meet the standards of competency, training, appearance, behavior, and integrity. The Contractor will effect disciplinary or adverse action against employees who disregard those standards.

A. Minimum Standards of Employee Conduct

The Contractor shall develop standards of employee conduct and corresponding disciplinary actions that are consistent with the following standards of conduct. All employees shall certify in writing that they have read and understand the standards. A record of this certificate must be provided to the COR prior to the employees beginning work under this contract. The Contractor shall hold employees accountable for their conduct based on these standards, which are not restricted to, but must include:

1. Employees shall not display favoritism or preferential treatment to one detainee, or group of detainees, over another.
2. Employees shall not discuss or disclose information from detainee files or immigration cases, except when necessary in the performance of duties under this contract.
3. The employee may not interact with any detainee except in a relationship that supports the approved goals of the facility. Specifically, employees shall not receive nor accept any personal (tangible or intangible) gift, favor, or service, from any detainee, any detainee's family, or associate no matter how trivial the gift, favor, or service may seem, for themselves or any members of their family. In addition, the employee shall not give any gift, favor, or service to detainees, detainee's family, or associates.
4. The employee shall not enter into any business relationship with detainees or their families (e.g., selling, buying, or trading personal property).
5. The employee shall not have any outside or social contact with any detainee, his or her family, or associates, except for those activities, which are part of the facility program and a part of the employee's job description.
6. All employees are required to immediately report to the Warden/Facility Director or ICE Supervisor any criminal or non-criminal violation or attempted violation of these standards.
7. 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.

8. The Contractor shall not employ any person whose employment would present an actual or apparent conflict of interest. The Contractor is specifically prohibited from hiring active duty military personnel and civilians employment by the Government to perform work under this contract.

B. Minimum Personnel Qualification Standards

The Contractor shall agree that each person employed by the firm or any subcontractor(s) shall have a social security card issued and approved by the Social Security Administration and shall be a United States citizen or a person lawfully admitted into the United States for permanent residence, have resided in the U.S. for the last five years (unless abroad on official U.S. government duty), possess a high school diploma or equivalent (GED), and obtain a favorable Suitability for Employment determination. Each employee of the Contractor and of any subcontractor(s) must complete and sign a Form I-9, "Employment Eligibility Verification," before commencing work. The Contractor shall retain the original Form I-9 and shall furnish the COR with a copy of the Form I-9 before the employee commences work. The Contractor shall be responsible for acts and omissions of its employees and of any subcontractor(s) and their employees.

In addition, each contract employee shall meet the following requirements in accordance with the contract requirements:

1. All employees shall be a minimum of 21 years of age.
2. Employees shall have general experience that demonstrates the following:
 - a. The ability to greet and deal tactfully with the general public;
 - b. Capability of understanding and applying written and verbal orders, rules, and regulations. All personnel shall be literate and be able to interpret printed rules and regulations, detailed written orders, training instructions and materials, and must be able to compose reports;
 - c. Good judgment, courage, alertness, an even temperament, and render satisfactory performance through knowledge of his/her position responsibilities;
 - d. Ability to maintain poise and self-control during situations that involve mental stress, such as fires, explosions, civil disturbances, and building evacuations.
3. All employees on this contract must maintain current/physical residency in the continental United States.

C. Health Requirements for All Officers

The Contractor shall assign only employees who are in good health to work under this contract. Employees shall be without physical defects or abnormalities that would interfere with performing duties. All Officers who work under this contract shall pass a medical examination conducted by a licensed physician within 30 days prior to initial assignment.

The Contractor shall have a collaborative agreement with a fully licensed certified independent clinic and laboratory for the purpose of accomplishing the Standard Form 88, Medical Record – Report of Medical Examination. Transportation officers will require both SF 88 and DOT 649F (DOT physical).

The Medical Record – Report of Medical Examination, Standard Form 88, shall evidence the physical fitness of each Detention Officer. If requested by the COR, the Contractor shall make medical records of contract employees available for review. The Contractor will keep one duplicate copy of each Standard Form 88. Prior to the officer's initial assignment or reassignment to the ICE site, the Contractor shall certify in writing to the COR that each Detention Officer is in full compliance with the following:

1. Officers must be free from any serious physical illnesses, ailments, or maladies, including epilepsy. This also includes other diseases that may be transmitted to and result in the disablement of other persons.

2. Officers are required to have the following: (a) correctable distant vision must be equal to or better than 20/20 in each eye; (b) binocular distant vision must be correctable to 20/20; (c) monocular vision is generally disqualifying; depth perception must be equal to or better than 70 seconds of arc; (d) peripheral vision must be normal; (e) color vision must be normal. Acceptable measure of color discrimination is the Ishihara color (14 plates). X-chrome lenses are not acceptable to ICE as a means of correcting color deficiencies. Any disease or condition, which interferes with a person's vision, may be considered disqualifying. Cases will be reviewed on a case-by-case basis by the COR.
3. Officers are required to be able to hear in the frequency range from 500-2000 hertz (Hz), the deficit should not exceed 30 decibels in either ear. At 3000 Hz, the deficit should not exceed 40 decibels in either ear. Any disease or condition, which interferes with the ability to hear, may be considered disqualifying. Cases will be reviewed on a case-by-case basis by the COR.
4. Officers shall not have heart, lung, skeletal, or other physical defects that would impair their ability to perform effectively in either normal or emergency situations.
5. Officers shall possess unimpaired use of hands, arms, legs, and feet. Officers shall be able to run when necessary and be capable of handling portable fire extinguishers, building fire hoses, and related equipment.
6. Officers shall be able to wear all necessary equipment, or other protective items.
7. Officers shall be mentally alert and emotionally stable with an absence of detectable neurotic or psychoneurotic conditions that would affect their ability to act during a stressful situation involving mental stress.
8. As required by the Occupational Safety and Health Administration, 29 CFR, Part 1910.1035 (Occupational Exposure to Tuberculosis), all employees in occupations with high-risk exposure are required to have a TB Skin Test completed annually. The Contractor shall accomplish a baseline test on all newly hired employees. Each employee must have a TB Skin Test Certificate prior to entering on his/her first day of duty. The Contractor shall be responsible for re-testing of employees annually.
9. The Contractor shall report immediately any changes to (1) through (8) above, in a Detention Officer's health status to the COR. If the COR determines that Contractor employees do not meet minimum health standards, the Contractor's employee must undergo a "Fitness for Duty" examination at no cost to the Government.

D. Random Drug Testing

The Contractor shall have a random drug-screening program. ICE may require drug screening for cause at any time. The Contractor shall order and accomplish drug screening at the Contractor's expense. A laboratory approved by the National Institute of Drug Abuse (NIDA) must perform the screening. The Contractor shall provide the results of all such drug screening to the COR within 24 hours after receipt.

E. Contraband Program and Inspection

A contraband control program shall be established in accordance with ICE PBNDS on Contraband and the ACA standards on the control of contraband.

The Contractor's employees are subject to random contraband inspection in accordance with facility standards and policies. ICE may require contraband screening and inspection for cause at any time. Upon notification of a violation by the COR, the Contractor shall immediately remove the employee from performing duties under this contract. The Contractor shall revoke employees' credentials, complete required disposition, and immediately notify the COR when the employee is removed from duty.

F. Removal from Duty

If the COR or the Contractor receives and confirms disqualifying information concerning a Contractor employee, the Contractor shall, upon notification by the COR, immediately remove the employee from performing duties under this contract. The Contractor shall revoke the employee's identification

credentials and complete any required dispositions. The Contractor shall immediately notify the COR when the employee is removed from duty. Disqualifying information includes but is not limited to the following:

1. Conviction of a felony, a crime of violence, domestic violence, or a serious misdemeanor.
2. Possessing a record of arrests.
3. Falsification of information entered on suitability forms.
4. Non-payment of court ordered payments (child support, liens, etc.) or excessive delinquent debt as determined by credit check.
5. Misconduct or negligence in prior employment, which would, have a bearing on efficient service in the position in question, or would interfere with or prevent effective accomplishment by the employing agency of its duties and responsibilities.
6. Alcohol abuse of a nature and duration, which suggests that the applicant or appointee 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.
7. Illegal use of narcotics, drugs, or other controlled substances, without evidence of substantial rehabilitation.
8. Introduction of contraband into or onto the facility.

ICE may direct the Contractor to remove any employee who has been disqualified either for security reasons or for being unfit to perform his/her duties as determined by the COR or the Contracting Officer. The Contractor shall take action immediately and notify the COR when the employee is removed from duty. A determination of being unfit for duty may be made from, but is not limited to, incidents of delinquency set forth below:

1. Violation of the Rules and Regulations Governing Detention facilities set forth in ICE Publications entitled "Detention Officer Handbook;"
2. Violation of the Rules and Regulations Governing Public Buildings and Grounds, 41 CFR 101-20.3;
3. Neglect of duty, including sleeping while on duty, loafing, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during official time, leaving post without relief, and refusing to render assistance or cooperation in upholding the integrity of the security program at the work sites;
4. Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records;
5. Theft, vandalism, immoral conduct, or any other criminal actions;
6. Possessing, selling, consuming, or being under the influence of intoxicants, drugs, contraband, or substances which produce similar effects;
7. Unethical or improper use of official authority or credentials;
8. Unauthorized use of communication equipment or government property;
9. Misuse of equipment or weapons;
10. Violations of security procedures or regulations;
11. Recurring tardiness;
12. Undue fraternization with detainees as determined by the COR;
13. Repeated failure to comply with visitor procedures as determined by the COR;
14. Performance, as determined by investigation by the Contracting Officer, involving acquiescence, negligence, misconduct, lack of diligence, good judgment, and/or good common sense resulting in, or contributing to, a detainee escape;

15. Failure to maintain acceptable levels of proficiency or to fulfill training requirements;
16. Changes in an employee's ability to meet the physical and/or mental health requirements of this contract;
17. Contractor employee who is under investigation by any law enforcement agency will be removed from duties pending outcome of the disposition.

At the direction of the COR, the Contractor shall reassign contract employees who have been arrested or who have alleged misconduct to duties that do not permit direct contact with detainees pending the disposition of the charges. Any alleged misconduct shall be reported immediately to the COR. If such reassignments are not available, the Contractor shall remove the employee from work under this contract and other ICE contracts.

G. Tour of Duty Restrictions

The Contractor shall not utilize any uniformed contract employee to perform duties under this contract for more than 12 hours in any 24-hour period, and shall ensure that such employees have a minimum of eight hours off between shifts. Authorization is required from the COR prior to an employee performing services that exceed 12 hours. If an employee is performing other duties for either the Contractor or another employer, those hours shall count against the 12-hour limitation.

H. Dual Positions

In the event that a supervisory detention officer is not available for duty the Contractor shall provide a full-time supervisor as a replacement.

A contract employee shall not hold the position of Detention Officer and Supervisory Detention Officer simultaneously. The COR will document and refer to the Contracting Officer the failure of the Contractor to provide necessary personnel to cover positions.

I. Post Relief

As indicated in the post orders, the Detention Officer shall not leave his or her post until relieved by another Detention Officer. When the Contractor or Contractor's Supervisors authorize rest or relief periods, the Contractor shall assign undesignated officers to perform the duties of the Officers on break.

J. Personnel Files

The Contractor shall maintain a system of personnel files, and make all personnel files available to the CO and the COR upon request. These files shall be maintained and current for the duration of the employee's tenure under the contract. The files shall contain verification of training and experience and credentials for all the staff.

K. Uniform Requirements

These requirements apply to Supervisory Detention Officers and Contract Detention Officers who perform work under the contract.

1. Uniforms:

The Contractor shall provide uniforms to its employees. The design and color of the Contractor's uniforms, patches, badges, and other identifiable markings shall not be similar in color or style to those worn by ICE officers. All officers performing under this contract shall wear uniforms of the same style and color while on duty. Lettered breast badges and cap insignia must indicate the rank of authority and be prominently displayed as part of each uniform. A shoulder patch on the left shoulder should distinctly identify the Contractor. The officer shall not wear any other identification of the Contractor on the uniform. Each officer shall wear an identification nametag over the right breast shirt pocket.

Uniforms and equipment do not have to be new, but shall be in good condition and meet the standards at start of duty. Officers not in proper uniform shall be considered "not ready for duty/not on duty" until properly uniformed. All uniforms shall be clean, neat, and in good order. Uniforms that are frayed, stained, faded, or considered too worn by the COR shall be replaced by the Contractor.

The complete uniform consists of seasonal attire that includes appropriate shirt, pants, belt (mandatory), shoes or boots (mandatory), hat, jacket, duty belt, mini-mag flashlight and holder, handheld radio handcuff holder, and key-holder. The Contractor shall ensure that each officer has a complete uniform while performing assignments under this contract.

Prior to the contract performance date, the Contractor shall document to the COR the uniform and equipment items that have been issued to each employee. The COR shall approve or disapprove any uniform apparel. The Contractor shall provide a submittal of the uniform or any uniform changes to the COR for approval.

2. Identification Credentials:

The Contractor shall ensure that all employees both uniformed and non-uniformed (if applicable) have the required identification credentials in their possession while on the premises. The Contractor identification credential document shall contain the following:

- a. A photograph that is at least one inch square that shows the full face and shoulders of the employee and is no more than 30 days old when the Contractor issues the credential.
- b. A printed document that contains personal data and description consisting of the employee's name, gender, birth date, height, weight, hair color and eye color, as well as the date of issuance, and signature of the employee.
- c. To avoid the appearance of having Government issued badges, the contractor shall not possess wallet type badges or credentials. All credentials shall be approved by the COR or other ICE designated official.

L. Permits and Licenses

1. Business Permits and Licenses

The Contractor shall obtain all required permits and licenses by the date of contract award. The Contractor must (depending on the state's requirements) be licensed as a qualified security service company in accordance with the requirements of the district, municipality, county, and state in which the ICE work site is located. Throughout the term of this contract, the Contractor shall maintain current permits/business licenses and make copies available for Government inspection. The Contractor shall comply with all applicable federal, state, and local laws and all applicable Occupational Safety and Health Administration (OSHA) standards.

2. Licensing of Employees

The Contractor shall ensure each employee has registration, commissions, permits, and licenses as required by the district, municipality, county, and state in which ICE work site is performed prior to EOD. The Contractor shall verify all licenses and certifications. If applicable, all Contractor staff shall possess a current license/registration, in the state in which they are practicing.

3. Jurisdiction

The Contractor's authority under this contract is limited to space or posts that are under the charge and control of ICE. The Contractor shall not extend its services into any other areas.

M. Encroachment

Contract employees shall not have access to Government equipment, documents, materials, and telephones for any purpose other than as authorized by ICE. Contract employees shall not enter any restricted areas of the detention centers unless necessary for the performance of their duties.

N. Work Schedules

The Contractor shall follow the criteria described below when establishing work schedules, contact relief, rest periods, and starting and stopping work.

1. Post Work Schedules

One week in advance, the Contractor shall prepare supervisory and Detention Officer work-schedules, for a two-week period, and shall post them in work areas or locker rooms. A manpower report shall be submitted to the COR on a monthly basis. Schedules shall be prepared

on a form designated by ICE. Changes in duty hours shall also be posted on this form in sufficient time to ensure 24-hour advance notice. At the completion of each shift, the Contractor shall, upon request of the COR, also provide an employment report listing (copies of the sign-in sheets [GSA Form 139, Record of Arrival and Departure from Buildings during Security Hours] for each shift) for each employee who actually worked, work classification, post assignments, and hours worked, as well as total hours worked by supervisory and non-supervisory employees to the COR. A Contractor Supervisor shall conduct regular post checks to ensure personnel are on duty. When a contract employee is not being utilized at a given post, the Contractor at the direction of the COR or ICE Supervisor on Duty may reassign him/her to another post.

2. Starting and Stopping Work

The Contractor is responsible for all employees to be dressed in full uniform and ready to begin work promptly at the beginning of each shift. Each employee shall remain at the duty locations until the shift is completed.

3. Recording Presence

The Contractor shall direct its employees to sign/clock in when reporting for work, and to sign/clock out when leaving at the end of their period of duty. The Contractor's supervisory and regular personnel are required to register at the applicable work site(s) and shall use GSA Form 139 or other like document/electronic database. The Government shall specify the registration points, which will be at the protected premises, and the Contractor shall utilize those points for this purpose.

Each line on GSA Form 139, or other forms designated by ICE must be completed in chronological order, without exception. Lines may not be left blank between signatures. If an entire line is used to enter a calendar date to separate individual workdays, a one-line limit for each date entered will be followed. Erasures, obliterations, superimposed, or double entries of any type on any one line are unacceptable and will not be processed for payment. If errors are made in signatures, times, post numbers, or duty status on this form, the next line immediately following the line containing such errors, will be used to record all corrected information. A single line will be drawn through the entire line on which such mistakes appear. The Contractor must attach a detailed memorandum explaining the reasons for the mistakes to each form containing erroneous entries.

4. Rest Period

When a contract supervisor authorizes rest and relief periods for the Contract Detention Officers, a substitute officer shall be assigned to the post.

5. Work Relief

When the work assignments require that the Contractor's employees do not leave the assigned duty locations until a substitute officer has provided relief, this condition shall be explicitly stated on GSA Form 2580, Guard Post Assignment Record, or other designated form approved by ICE COR. The Contractor shall enforce the procedure without exceptions.

IV. BACKGROUND AND CLEARANCE PROCEDURES

**SECURITY REQUIREMENTS
REQUIRED SECURITY LANGUAGE FOR
SENSITIVE /BUT UNCLASSIFIED (SBU) CONTRACTS**

The United States Immigration and Customs Enforcement (ICE) has determined that performance of the tasks as described in Contract *TBD at award* 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.

A. PRELIMINARY DETERMINATION

ICE 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. ICE 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 ICE, at any time during the term of the contract. No employee of the Contractor shall be allowed to enter on duty and/or access sensitive information or systems without a favorable preliminary fitness determination or final fitness 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 (<http://www.dhs.gov/department-homeland-security-management-directives>). 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.

B. 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: Standard Form 85P "Questionnaire for Public Trust Positions" Form will be submitted via e-QIP (electronic Questionnaires for Investigation Processing) (Original and One Copy)

Three signed eQip Signature forms: Signature Page, Release of Information and Release of Medical Information (Originals and One Copy)

Two FD Form 258, "Fingerprint Card"

Foreign National Relatives or Associates Statement (Original and One Copy)

DHS 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act" (Original and One Copy)

Optional Form 306 Declaration for Federal Employment (applies to contractors as well) (Original and One Copy)

Prospective Contractor employees who currently have an adequate current investigation and security clearance issued by the Department of Defense Central Adjudications Facility (DOD CAF) 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 ICE 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 /ICE IT systems and the information contained therein, to include, the development and / or maintenance of DHS/ICE IT systems; or access to information contained in and / or derived from any DHS/ICE IT system.

C. 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.

D. 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 will conduct reinvestigations every 5 years, or when derogatory information is received, to evaluate continued eligibility.

ICE 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 ICE determines to present a risk of compromising sensitive Government information to which he or she would have access under this contract.

E. REQUIRED REPORTS:

The Contractor will notify OPR-PSU of all terminations/ resignations within five days of occurrence. The Contractor will return any expired ICE 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.

The Contractor will report any adverse information coming to their attention concerning contract employees under the contract to the OPR-PSU through the COR, as soon as possible. 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 provide, through the COR a Quarterly Report containing the names of personnel who are active, pending hire, have departed within the quarter or have had a legal name change (Submitted with documentation) . The list shall include the Name, Position and SSN (Last Four) and should be derived from system(s) used for contractor payroll/voucher processing to ensure accuracy.

Submit reports to the email address psu-industrial-security@ice.dhs.gov

F. EMPLOYMENT ELIGIBILITY

The contractor will 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.

G. 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) U.S. Immigration and Customs Enforcement (ICE) operations and to the former Immigration and Naturalization Service operations (FINS). These entities are hereafter referred to as the Department.

H. INFORMATION TECHNOLOGY

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).

I. 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).

V. TRAINING

All training shall be conducted in accordance with the ICE PBNDS on Staff Training. All Contractor employees with direct with detainees (Detention Officers, Transportation Officers, etc.) shall not perform duties under this contract until they have successfully completed all initial training and the COR receives written certification from the Contractor. Any remuneration or pay due to the Contractor employee in accordance with U.S. Department of Labor regulations for any training time is the responsibility of the Contractor. Alternative or E-training techniques, unless approved in writing by the CO via the COR, shall not be used. The training shall be provided at no additional cost to the Government.

A. General Training Requirements

All Officers must have the training described in the ACA Standards and in this sub-section. The Contractor shall provide the required refresher courses or have an institution acceptable to the COR to provide the training. Failure of any employee to complete training successfully is sufficient reason to disqualify him or her from duty.

All new Officers will receive 60 hours of basic training, not to include firearms, prior to EOD and 40 hours of on-the-job training. The Contractor's Training Officer will be responsible for administering an on-the-job training program for new employees. A senior Officer, at all times during this latter 40-hour period, must accompany the Officers. The Contractor's Training Officer shall send a copy of the documentation to the COR upon successful completion of the employee's on-the-job training.

In addition, after completion of the first 100 hours of training, the Contractor has 60 days to complete an additional 40 hours of training for each employee. During the remainder of the first year on duty, the Contractor shall cause the employee to have an additional 40 hours of training for a total of 180 hours within the first year of employment. The training program must directly relate to the employee's assigned position and afford application of necessary job skills.

1. Basic Training Subjects

Officers must complete the following list of basic training subjects. The course title is followed by the estimated hours of training for that subject and shall be in accordance with the ACA and ICE PBNDS.

- a. In-service Orientation/Social Diversity 2 HRS
- b. Counseling Techniques/Suicide Prevention and Intervention* 2 HRS
- c. Conduct/Duties/Ethics and Courtroom Demeanor 2 HRS
- d. Bomb Defense and Threats 1 HR
- e. Telephone Communications/Radio Procedures 1 HR
- f. Annual IT Security Training 1 HR
- g. Fire and other Emergency Procedures 2 HRS
- h. Treatment and Supervision of Detainees 2 HRS
- i. ICE Use of Force Policy 2 HRS
- j. Security Methods/Key Control/Count 1 HR
- k. Procedures/Observational Techniques 4 HRS
- l. EEO/Sexual Harassment 2 HRS
- m. Detainee Escort Techniques 1 HR
- n. ICE Paperwork/Report Writing 2 HRS
- o. Detainee Searches/Detainee Personal Property 4 HRS

p. Property/Contraband	2 HRS
q. Detainee Rules and Regulations	2 HRS
r. First Aid*	4 HRS
s. Cardiopulmonary Resuscitation (CPR)*	4 HRS
t. Blood-borne Pathogens*	2 HRS
u. Self Defense	8 HRS
v. Use of Restraints	5 HRS
w. Firearms Training	**
x. Sexual Abuse/Assault Prevention and Intervention*	2 HRS
y. ICE Performance Based National Detention Standards	2 HRS

All training shall be conducted in a classroom or on-the-job training environment and shall be in accordance with the ACA and PBNDS. On-line training is specifically prohibited to meet these requirements, unless approved in writing by the COR.

** Critical Training Subjects*

*** Firearm Training for Officers who are required to provide Armed Transportation shall be in accordance with state licensing requirements. The Contractor shall certify proficiency every quarter.*

2. Refresher Training

Every year the Contractor shall conduct 40 hours of Refresher Training for all Officers including Supervisory Officers. Refresher training shall consist of these critical subjects listed above and a review of basic training subjects and others as approved by ICE.

The Contractor shall coordinate recertification in CPR and First Aid with the ICE training staff. This training shall be provided at no cost to the Government. Annually, upon completion, the Contractor shall provide documentation of refresher training to the COR.

In addition to the refresher training requirements for all Officers, supervisors must receive refresher training relating to supervisory duties. This specific training may be accomplished through the use of on-line as pre-approved by the COR.

3. On-the-Job Training

After completion of the minimum of 60 hours basic training, all Officers will receive an additional 40 hours of on-the-job training at specific post positions. This training includes:

- a. Authority of supervisors and organizational code of conduct.
- b. General information and special orders.
- c. Security systems operational procedures.
- d. Facility self-protection plan or emergency operational procedures.
- e. Disturbance Control Team training.

4. Training during Initial 60 Day Period

The Contractor shall provide an additional 40 hours of training for Officers within 60 days after completion of first 100 hours of training. The Contractor shall provide the training format and subjects, for approval by the COR and/or CO, prior to the commencement of training.

5. Basic First Aid and CPR Training

All Contractor employees shall be trained in basic first aid and CPR. They must be able to:

- a. Respond to emergency situations within three minutes.
- b. Perform cardiopulmonary resuscitation (CPR).

- c. Recognize warning signs of impending medical emergencies.
- d. Know how to obtain medical assistance.
- e. Recognize signs and symptoms of mental illness.
- f. Administer medication.
- g. Know the universal precautions for protection against blood-borne diseases.

B. Supervisory Training

All new Supervisory Officers assigned to perform work under this contract must successfully complete a minimum of 40 hours of formal supervisory training provided by the Contractor prior to assuming duties. This training is in addition to mandatory training requirements for Officers. Supervisory training shall include the following management areas:

1. Techniques for issuing written and verbal orders	2 HRS
2. Uniform clothing and grooming standards	1 HR
3. Security Post Inspection procedures	2 HRS
4. Employee motivation	1 HR
5. Scheduling and overtime controls	2 HRS
6. Managerial public relations	4 HRS
7. Supervision of detainees	4 HRS
8. Other company policies	4 HRS

Additional classes are at the discretion of the Contractor with the approval of the COR.

The Contractor shall submit documentation to the COR, to confirm that each supervisor has received basic training as specified in the basic training curriculum. On-line training can be used to complete this requirement as long as it is pre-approved by the COR.

C. Proficiency Testing

The Contractor shall give each Detention Officer a written examination consisting of at least 25 questions after each training course is completed. The Contractor may give practical exercises when appropriate. The COR will approve the questions before the Contractor can administer the examination. To pass any examination, each officer must achieve a minimum score of 80 percent or better. The Contractor must provide the COR with the eligible Detention Officer's completed exam before the Detention Officer may be assigned to duties under the contract. Should an employee fail the written test on the initial attempt, he or she shall be given additional training by the Contractor and be given one additional opportunity to retake the test. If the employee fails to complete and pass the test the second time, the Contractor shall remove the employee from duties on this contract.

D. Certified Instructors

Certified instructors shall conduct all instruction and testing. A state or nationally recognized institution shall certify instructors unless otherwise approved in writing by the COR. Certifications of instructors may be established by documentation of past experience in teaching positions or by successful completion of a course of training for qualifying personnel as instructors. The COR must approve the instructor prior to the training course.

E. Training Documentation

The Contractor shall submit a training forecast and lesson plans to the COR or ICE-designated employee, at least 30 days prior to all training. The training forecast shall provide date, time, and location of scheduled training and afford the COR observation/evaluation opportunity.

The Contractor shall certify and submit the training hours, type of training, date and location of training, and name of the instructor monthly for each employee to the COR or ICE-designated employee.

VI. REQUIRED SERVICES - ADMINISTRATION AND MANAGEMENT

A. Manage Information System for Collecting, Retrieving, Storing, and Reporting Detainee Detention

All detainee files are to be prepared, maintained, retired, and disposed of in accordance with ICE policy. Policy and procedures shall be developed to ensure the confidentiality and security of all detainee files.

B. Manage the Receiving and Discharge of Detainees

In accordance with ICE PBNDS, the Contractor will provide for the admitting and releasing of detainees to protect the health, safety, and welfare of each individual. During the admissions process, detainees undergo screening for medical purposes, have their files reviewed for classification purposes, submit to a standard body search, and are personally observed and certified regarding the examination, categorization, inventorying, and safeguarding of all personal belongings. This shall include fingerprinting of detainees.

The Contractor shall comply with the ICE policy on Admission and Release when entering detainee admission and release data.

The intake process shall include, at a minimum, a medical and social screening prior to detainee release into the general population.

The Contractor shall provide a detainee classification system that adheres to the requirements of the ICE policy on Detainee Classification, and ensures detainees are classified appropriately using objective criteria. Detainees will be classified and kept physically separate from detainees in other categories. Detainees will be classified upon arrival, before being admitted to the general detainee population. The Contractor will periodically re-classify detainees, in accordance with the ICE PBNDS. When female detainees are housed, they will be issued a separate color uniform than male detainees.

C. Manage and Account for Detainee Assets (Funds, Property)

The Contractor will provide for the control and safeguarding of detainees' personal property. This will include: the secure storage and return of funds, valuables, baggage, and other personal property; a procedure for documentation and receipting of surrendered property; and the initial and regularly scheduled inventories of all funds, valuables, and other property. In accordance with the PBNDS, every housing area shall include a designated storage area. This area shall contain a lockable or other securable space for storing detainees' authorized personal property.

The Contractor shall have written standard procedures for inventory and receipt of detainee funds and valuables that adheres to the requirements of ICE policy on Funds and Personal Property; and Detention and Removal Operations Policy and Procedure Manual (EROPPM) Update: Chapter 30: Detainee Property Management. Written procedures shall be established for returning funds, valuables, and personal property to a detainee being transferred or released that adheres to the requirements of ICE policy. The Contractor shall ensure that all detainees who are scheduled for either transfer or release are given all funds (in cash) immediately prior to leaving the facility. Confiscated foreign currency funds are to be returned to the detainee. This includes the out-processing of detainees on all removal flights. For such removal flights, the Contractor will provide all necessary items for removal processing.

D. Securely Operate the Facility

Policy and procedures for the maintenance and security of keys and locking mechanisms shall be developed, in accordance with ICE policy. The procedures shall include, but are not limited to: method of inspection to expose compromised locks or locking mechanisms; method of replacement for all damaged keys and/or locks; a preventive maintenance schedule for servicing locks and locking mechanisms and method of logging all work performed on locks and locking mechanisms; policy for restricting security keys from 24 hour issue or removal from the institution; and method of issuing emergency keys.

Staff responsible for lock maintenance shall receive training and be certified from a Government approved training program specializing in the operation of locks and locking mechanisms.

The Contractor shall provide constant armed perimeter surveillance of the facility. Surveillance may be provided via a minimum of one motorized security patrol.

In accordance with ICE Policy, the Contractor shall develop policies and procedures regarding detainee use of those classified controlled tools and equipment most likely to be used in an escape or as a weapon. Further, the Contractor shall ensure that detainee usage of those classified controlled tools and equipment is only under direct Contractor staff supervision.

E. Establish and Maintain a Program for Sexual Abuse/Assault Prevention and Intervention

The Contractor shall develop and implement a comprehensive sexual abuse/assault prevention and intervention program in accordance with the ICE PBNDS. This program shall include training and/or information that is provided separately to both staff and detainees.

F. Establish and Maintain a Program for Suicide Prevention and Intervention

The Contractor shall develop and implement a comprehensive suicide prevention and intervention program in accordance with ICE policy. This program shall include training and/or information that is given separately to both staff and detainees.

G. Enforce the Detainee Disciplinary Policy

The Contractor shall comply with ICE PBNDS disciplinary policy. Facility authorities shall take disciplinary action against any detainee who is not in compliance with the rules and procedures of the facility.

H. Maintain Detainee Accountability

At least four counts will be conducted every 24 hours with at least one per shift. One of these daily counts shall require that each detainee's identity is verified via photo identification. All counts shall be documented in separate logs maintained in the applicable locations where detainees are housed, the control center, and shift supervisor's office and shall be maintained for a minimum of 30 days. Count records must be available for review and secured away from the detainee population. The Contractor shall develop and implement a comprehensive population count program, in accordance with ICE policy.

I. Collect and Disseminate Intelligence Information

Policy and procedures for collecting, analyzing, and disseminating intelligence information regarding issues affecting safety, security, and the orderly running of the facility shall be developed. This information shall include, but not be limited to: gang affiliations; domestic terrorist groups; tracking of detainees having advanced skills in areas of concern (locksmiths, gunsmiths, explosives, and computers, etc.); narcotics trafficking; mail and correspondences; detainee financial information; detainee telephone calls; visiting room activity; and actions of high profile detainees. The Contractor shall share all intelligence information with the Government.

J. Provide Security Inspection System

The Contractor will develop and maintain a security inspection system with the aim of controlling the introduction of contraband into the facility, ensure facility safety, security and good order, prevent escapes, maintain sanitary standards, and eliminate fire and safety hazards. The Contractor's inspections program will meet the requirements of ICE PBNDS for Facility Security and Control.

The Contractor shall report all criminal activity related to the performance of this contract to the appropriate law enforcement investigative agency and to the COR.

The Government may investigate any incident pertaining to performance of this contract. The Contractor shall cooperate with the Government on all such investigations. The Contractor shall immediately report all serious incidents to the COR or ICE-designated employee. Serious incidents include, but are not limited to the following: activation of disturbance control team(s); disturbances (including gang activities, group demonstrations, food boycotts, work strikes, work place violence, civil disturbances/protests); staff uses of force including use of lethal and less-lethal force (includes detainees in restraints more than eight hours); assaults on staff/detainees resulting in injuries that require medical attention (does not include routine medical evaluation after the incident); fires; fights resulting in injuries requiring medical attention; full or partial lock-down of the facility; escape; weapons discharge; suicide attempts; deaths; declared or non-declared hunger strikes; adverse incidents that attract unusual interest or significant publicity; adverse weather; fence damage; power outages; bomb threats; high profile detainee cases admitted to a hospital;

significant environmental problems that impact the facility operations; transportation accidents (e.g., airlift, bus) resulting in injuries, death or property damage; and sexual assaults.

Pursuant to ICE instructions, the Contractor shall counteract civil disturbances, attempts to commit espionage or sabotage, and other acts that adversely affect the normal site conditions, the security and safety of personnel, property, detainees, and the general public.

K. Maintain Institutional Emergency Readiness

The Contractor shall submit an institutional emergency plan that will be operational prior to issuance of the Notice to Proceed, per the ICE PBNDS on Emergency Plans. The plan shall receive the concurrence of the COR prior to implementation and shall not be modified without the further written concurrence of the CO.

The Contractor shall have written agreements with appropriate state and local authorities that will allow the Contractor to make requests for assistance in the event of any emergency incident that would adversely affect the community.

Likewise, the Contractor shall have in place, an internal corporate nation-wide staff contingency plan consisting of employees who possess the same expertise and skills required of staff working directly on this contract. At the discretion of ICE, these employees would be required to respond to an institutional emergency at the contracted facility if deemed necessary.

The emergency plans shall include provisions for two or more disturbance control teams. Protective clothing and equipment for each team member and 30 percent of all additional facility staff members shall be provided by the Contractor, and maintained in a secure location outside the secure perimeter of the facility.

Any decision by ICE or other federal agencies to provide and/or direct emergency assistance will be at the discretion of the Government. The Contractor shall reimburse the Government for any and all expenses incurred in providing such assistance.

Attempts to apprehend any escapee(s) shall be in accordance with the Emergency Plan, which shall comply with ICE PBNDS regarding Emergency Plans.

The Contractor shall submit to the COR a proposed inventory of intervention equipment (e.g., weapons, munitions, chemical agents) intended for use during performance of this contract. In accordance with ICE policy, the use of electro-muscular disruption (EMD) devices is prohibited. The COR, prior to issuance of the NTP, shall provide concurrence of the intervention equipment. The approved intervention equipment inventory shall not be modified without prior written concurrence of the CO.

The Contractor shall obtain the appropriate authority from state or local law enforcement agencies to use force as necessary to maintain the security of the facility. The use of force by the Contractor shall at all times be consistent with all applicable policies of ICE PBNDS on Use of Force.

L. Manage Computer Equipment and Services in Accordance with all Operational Security Requirements

The Contractor shall comply with all federal security and privacy laws and regulations established to protect federal systems and data. The Contractor shall inform all personnel of the confidential nature of ICE detainee information.

The Contractor shall restrict access of data information pertaining to ICE detainees to authorized employees with appropriate clearance who require this information in the course of their official duties.

In accordance with the *Freedom of Information/Privacy Act* (FOIA/PA), the Contractor may not disclose information obtained pertaining to ICE detainees to a third party without written permission from the COR.

The Contractor shall develop a procedural system to identify and record unauthorized access, or attempts to access ICE detainee information. The Contractor shall notify the COR or ICE-designated employee within four hours of a security incident.

VII. FACILITY SECURITY AND CONTROL

A. Security and Control (General)

The Contractor shall maintain a copy of facility post orders for employee review within the areas of assignment, and shall initiate responses to any incidents as outlined in the post orders. The Contractor employees shall write reports of incidents as outlined in the post orders.

The Contractor shall operate and control all designated points of access and egress on the site; such as, detainee housing units, pods, barracks, courtrooms, medical facilities, and hold rooms. The Contractor shall inspect all packages carried in or out of the site in accordance with ICE procedures. The Contractor shall comply with ICE security plans.

The Contractor shall comply with all ICE PBNDS pertaining to the security and control of the detention facilities. The Contractor shall adhere to local operating procedures within each facility.

B. Unauthorized Access

The Contractor shall detect and detain persons attempting to gain unauthorized access to the site(s) identified in this contract.

C. Direct Supervision of Detainees

The Contractor shall provide supervision of all detainees in all areas, including supervision in detainee housing and activity areas, to permit officers to hear and respond promptly to emergencies. The Contractor shall assign a minimum of one officer to directly supervise and monitor each occupied housing unit. This position is separate from the housing control post.

D. Log Books

The Contractor shall be responsible for completion and documentation of, for each shift, the following information in the logbooks:

1. Activities that have an impact on the detainee population (e.g., detainee counts, shakedowns, detainee movement in and out of the site, and escorts to and from court).
2. Shift activities (e.g., security checks, meals, recreation, religious services, property lockers, medical visits).
3. Entry and exit of vehicles and persons other than detainees, ICE staff, or Contractor staff (e.g., attorneys and other visitors).
4. Fire drills and unusual occurrences.

E. Records and Reports

The Contractor shall furnish, on a daily basis, a manifest of all detainees currently detained in the facility. The manifest shall contain the following information for each detainee: "A" File Number (system of numbering supplied by ICE); office received from; name; date of birth; gender; nationality; date of arrival; number of days the detainee has been in the facility; and type of release, if applicable. The manifest shall be transmitted in a Microsoft Excel format.

The Contractor shall provide monthly status reports to the COR or ICE-designated employee. Such reports shall include a monthly key indicator report, which indicates 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). These monthly reports shall be submitted to the COR or ICE-designated employee by the fifth of each month for the previous month's activities and staffing.

The Contractor shall prepare required orders, instructions, and reports of accidents, security violations, fires, and bomb threats. The reports shall be maintained, on file, concerning all activities in connection with duties and responsibilities for the services performed under this contract. All such records shall be kept using a system with a written policy, which allows the reports to be made available to the Government for inspection.

The Contractor shall, at the request of ICE, prepare any special or other reports, or issue further orders and instruction as may be required in support of work within the scope of this contract. The distribution, format, and time elements for these reports shall be directed by Government requirements.

F. Detainee Counts

The Contractor shall monitor detainee movement and physically count detainees as directed in the ICE Detentions Operations Manual and post orders. (For the ICE Detention Operations Manual, please see <http://www.ice.gov/partners/ERO/PBND/index.htm>) The Contractor shall be responsible for documenting the physical detainee counts in the logbook. The Contractor shall ensure ICE procedures are followed when the physical detainee count does not show all detainees are accounted for. At a minimum, official detainee counts shall take place four times per day and at least once per shift or as directed by the COR or ICE-designated employee. All counts shall be documented in separate logs maintained in the applicable locations where detainees are housed, control center, and shift supervisor's office and shall be maintained for a minimum of 30 days.

G. Daily Inspections

The Officers shall conduct daily inspections of all security aspects of the site. They 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 Officers shall also report slippery floor surfaces. This documentation shall be made daily in a logbook. 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 or ICE-designated employee on duty of any physical facility damage. Written documentation of any problem areas shall be submitted to the COR by the end of the shift.

H. Control of Contraband

The Contractor shall conduct searches for contraband at least once daily, 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, logged into the Contraband logbook in accordance with ICE PBND, and secured in consultation with the COR or ICE-designated employee on duty. The Contractor shall document records of the searches in a logbook and forward a report to the COR or ICE-designated employee within 24 hours after discovery of the contraband items.

I. Keys and Access Control Devices

The Contractor shall adhere to key control policies, in accordance with ICE PBND Key and Lock Control: The Contractor shall operate and enforce the personnel admitting and identification systems, and package inspection procedures in accordance with security guidelines at the protected premises prescribed by ICE PBND.

The Contractor shall accept registered mail and parcels, in accordance with ICE-approved procedures. The Contractor shall be responsible for the distribution of all received mail and parcels.

J. Control of Chemicals

The Contractor shall adhere to ICE PBND, ACA, and OSHA established 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.

K. Post Orders

The Contractor shall develop post orders, policies and procedures, and instructions necessary for proper performance at each duty post. Each post will have a separate post order. The Contractor is responsible for compliance with all such orders, policies and procedures, and instructions. ICE shall approve all post orders prior to implementation of them.

The Contractor shall make post orders available to all Contractor employees. Each Detention Officer shall certify, in writing, that he or she understands and agrees to comply with all post orders, policies and

procedures, and instructions prior to being initially assigned to that post. The Contractor shall retain Officer Certifications and make them available to the COR upon request.

L. Deviation from Prescribed Schedule Assignments

The Contractor is authorized to deviate from the scheduled assignment when unusual conditions or circumstances so demand, and if prior approval is received from the COR. All deviations shall be recorded in the daily logbook. When the COR is not available, the Contractor shall notify ICE-designated employee immediately or as soon as is practically possible.

M. Use of Force Policy

ICE restricts the use of physical force by Officers to instances of justifiable self-protection, protection of others, and protection of property and prevention of escapes. Physical force may only be used to the degree necessary to safeguard the well-being of the detainee(s) and others in the immediate area. The following policies pertain to use of force:

1. In no case shall physical force be used as punishment or discipline.
2. The Contractor shall adhere to ICE Policy Statement on the use of deadly and non-deadly force to include the use of intermediate and deadly weapons.
3. The respective Officer shall immediately report all instances of use of physical force to his or her immediate supervisor. Prior to leaving his or her shift, the Supervisory Detention Officer shall prepare a written report and submit it to the Warden/Facility Director, who shall review, approve, and provide the report to the COR or ICE-designated employee within 24 hours of the incident.
4. The physical force report shall include:
 - a. An accounting of the events leading to the use of force.
 - b. A precise description of the incident to include date, time, place, type of force used, and reasons for employing force.
 - c. A description of the person (Officers or detainees) who suffered described injuries, if any, and the treatment given.
 - d. A list of all participants and witnesses (Contractors, detainees, and ICE personnel) to the incident.
5. The calculated use of force must be in accordance with the ICE PBNDS and requires, at a minimum, the following:
 - a. The formulation of an After Action Review Team, which must include the participation of the COR or ICE-designated employee.
 - b. An After Action Report submitted to the COR within 30 days of the incident, with corrective actions noted, if applicable.
 - c. Video footage of the incident must be made available for ICE review.

N. Use of Restraints Policy

The Contractor shall comply with ICE written policy and procedures governing the use of restraint equipment. Restraints shall never be applied as punishment for more time than is necessary. Restraints shall be used only as a precaution against escape during transfer to prevent detainee self-injury, injury to others, property damage, or for medical reasons under direction of the Health Authority. Restraints consist of handcuffs, waist restraints, and leg restraints. When directed by the COR or ICE-designated employee, the Officer may use disposable nylon straps in lieu of handcuffs or leg restraints in emergencies, mass arrest situations, or if a detainee's wrists or ankles are too large for conventional restraints. ICE prohibits the Contractor from using all other restraint devices.

O. Intelligence Information

The Contractor shall notify the COR or ICE-designated employee immediately on issues which could impact the safety, security, and the orderly operation of the facility.

P. Notification and Public Disclosures

There shall be no public disclosures regarding this contract made by the Contractor (or any subcontractors) without review and approval of such disclosure by ICE Public Affairs and express permission granted by the ICE CO. The Government considers such information privileged or confidential.

Q. Lost and Found

The Contractor shall log and maintain all lost and found articles and shall report all items to the COR or ICE-designated employee. The Contractor shall adhere to the requirements contained in the ICE PBNDS for Funds and Personal Property.

R. Escapes

The Contractor shall take all appropriate measures to prevent escapes. The Contractor shall notify the COR or ICE-designated employee immediately if an escape or an attempted escape has occurred. The Contractor shall provide the COR and ICE-designated employee with a written report prior to the end of the shift. The Contractor shall be held to the following standards concerning escapes:

1. The Contractor assumes absolute liability for the escape of any detainee in its control.
2. The Contractor shall provide written policies and procedures regarding the actions to be taken in the event of an escape. This document must include reporting requirements for all contract employees, escorts, supervisors, and management personnel. These procedures shall meet the approval of the COR, be reviewed at least annually, and updated as necessary.
3. 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 negligent, reckless, or intentional. Notice of removal shall be provided to the CO.
4. Corrective actions to prevent future escapes or attempted escapes shall be taken immediately and communicated to the COR for approval. A written report of the remedial action shall be due to the COR or ICE-designated employee within 24 hours of an escape or attempted escape.
5. An escape is deemed an egregious violation of any applicable ICE PBNDS and subject to an expedited processing of a Contract Discrepancy Report resulting in a deduction or with-holding.

S. Correspondence and Other Mail

In accordance with ICE PBNDS, the Contractor shall ensure that detainees are able to send and receive correspondence in a timely manner subject to limitations required for the safety, security, and orderly operation of the facility. The Contractor shall distribute detainee mail within 24 hours of its arrival at the facility.

T. Evacuation Plan

The Contractor shall furnish 24 hour emergency evacuation procedures.

The Contractor shall develop a written evacuation and alternate staging plan for use in the event of a fire or major emergency, per ICE PBNDS regarding emergency plans.

U. Injury, Illness, and Reports

The Contractor shall immediately assist employees, detainees, or others on the premises in need of immediate help or who are injured or ill. Contractor employees shall provide first aid when necessary.

The Contractor shall immediately notify the COR or ICE-designated employee 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 Contractor shall notify the medical provider as well as the COR or ICE-designated employee.

The Contractor shall submit a follow-up written report to the COR or ICE-designated employee within 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.

V. Protection of Employees

The Contractor shall develop plans that comply with ICE comprehensive plans and procedures to safeguard employees against exposure of blood borne pathogens. The ICE plan is based upon OSHA standards found in the Employee Occupational Safety and Health (EOSH) Manual.

W. Medical Requests

The Contractor shall adhere to ICE policies and procedures regarding detainee medical requests. If a detainee requires immediate medical attention, the officer shall immediately notify IHSC staff via telephone. The Contractor's Supervisor will, in turn, notify the medical provider as well as the COR or ICE-designated employee.

X. Emergency Medical Evacuation

The Contractor shall develop and implement written policies and procedures that define emergency health care evacuation of detainees from within the facility.

Y. Sanitation and Hygienic Living Conditions

The Contractor shall comply with the requirements of the Occupational Safety and Health Act of 1970 and all codes and regulations associated with 29 CFR 1910 and 1926. The Contractor shall comply with all applicable ICE, federal, state and local laws, statutes, regulations, and codes. In the event there is more than one reference to a safety, health, or environment requirement in an applicable, law, standard, code, regulation, or ICE policy, the most stringent requirement shall apply.

VIII. DETAINEE RIGHTS, RULES, DISCIPLINE, AND PRIVILEGES

The Contractor shall supervise, observe, and protect detainees from personal abuse, discrimination, corporal punishment, personal injury, property damage, harassment, or violation of detainee's civil rights. Contract personnel shall adhere to ICE policies and procedures, and the PBNDS.

In accordance with ICE PBNDS, the Contractor shall permit detainees to: access the law library, legal materials, facilities, and equipment; have document copy privileges; and have the opportunity to prepare legal documents.

IX. MANAGE A DETAINEE WORK PROGRAM

Detainee labor shall be used in accordance with the detainee work plan developed by the Contractor, and will adhere to the ICE PBNDS on Voluntary Work Program. The detainee work plan must be voluntary, and may include work or program assignments for industrial, maintenance, custodial, service, or other jobs. The detainee work program shall not conflict with any other requirements of the contract and must comply with all applicable laws and regulations.

Detainees shall not be used to perform the responsibilities or duties of an employee of the Contractor. Detainees shall not be used to perform work in areas where sensitive documents are maintained (designated ICE workspace). Custodial/janitorial services to be performed in designated ICE work space will be the responsibility of the Contractor.

Appropriate safety/protective clothing and equipment shall be provided to detainee workers. Detainees shall not be assigned work that is considered hazardous or dangerous. This includes, but is not limited to, areas or assignments requiring great heights, extreme temperatures, use of toxic substances, and unusual physical demands.

The Contractor shall supply sufficient officers to monitor and control detainee work details. Unless approved by the COR, these work details must be within the security perimeter.

It will be the sole responsibility of ICE to determine whether a detainee will be allowed to perform on voluntary work details and at what classification level. All detainees shall be searched when they are returned from work details.

X. HEALTH SERVICES

Health services will be provided by the Government. The Contractor shall provide adequate space for such health services.

A. Hospitalization of Detainees

Upon order of the COR or designated ICE officer, or in an emergency situation, the Contractor shall take custody of and safeguard detainee(s) at a hospital or clinic when the detainee(s) are undergoing medical examination. The contract employee will remain until relieved by another contract employee. Twenty-four hour custody shall be maintained, with constant visual observation when practicable. The detainees shall not use the telephones unless the Contractor receives prior approval from the COR or other designated ICE official. The contract employees shall not fraternize with clinic/hospital staff or with casual visitors to the clinic/hospital. Detainee visitation is not permitted at the hospital. To prevent any situation which could result in a breach of security, requests for visitation while the detainee is in detention, including hospital detention shall be pre-approved by the COR or designated ICE official prior to allowing access to the detainee. The Contractor is obligated to relay messages as requested by the detainee to the COR or ICE-designated employee.

B. Manage a Detainee Death

The Contractor shall comply with ICE PBNDS regarding Terminal Illness, Advanced Directives, and Death in the event of a detainee injury or death. In the event of a detainee death, the Contractor shall immediately notify the COR or ICE designated official and submit a written report within 24 hours. The Contractor shall fingerprint the deceased. Staff members performing the fingerprinting shall date and sign the fingerprint card to ensure that a positive identification has been made and file the card in the detainee's file. Personal property of the deceased shall be inventoried and forwarded to the designated family member, the nearest of kin, or the Consular Officer of the detainee's country of legal residence.

If death is due to violence, accident surrounded by unusual or questionable circumstances, or is sudden and the deceased has not been under immediate medical supervision, the Contractor shall notify the coroner of the local jurisdiction to request a review of the case, and if necessary, examination of the body.

The Contractor shall establish coroner notification procedures outlining such issues as performance of an autopsy; that will perform the autopsy, obtaining state-approved death certificates, and local transportation of the body.

The Contractor, in coordination with the COR or ICE-designated employee, shall ensure the body is turned over to the designated family member, the nearest of kin, or the Consular Officer of the detainee's country of legal residence.

XI. FOOD SERVICE

The Contractor shall provide detainees with nutritious, adequately varied meals, prepared in a sanitary manner while identifying, developing, and managing resources to meet the operational needs of the food service program.

The Contractor shall provide a sack meal for detainees in custody and those who are absent during any meal. Further, the Contractor shall provide sack meals as requested by ICE staff. The contents of the sack meals must be approved by COR or ICE-designated employee

At the COR's request, the Contractor shall provide sack meals for detainees in ICE custody, but not yet on the Contractor's premises.

The Contractor shall identify, develop, and manage food service program policy, procedures, and practices in accordance with the ICE PBNDS on Food Service.

XII. DETAINEE SERVICES AND PROGRAMS

A. Manage Detainee Clothing, Linens, and Bedding

The Contractor shall issue and exchange detainee clothing, linen, and bedding in accordance with the ICE PBNDS on Personal Hygiene.

B. Manage Multi-Denominational Religious Services Program

The Contractor shall ensure detainees of different religious beliefs will be provided reasonable and equitable opportunity to practice their respective faiths. The religious services program shall comply with all elements of the ICE PBNDS on Religious Practices. The Contractor shall provide a full-time FTE non-denominational chaplain.

C. Provide for a Detainee Recreation Program

The Contractor shall develop adequate and meaningful recreation programs for detainees at the facility. The Contractor shall ensure that sufficient officers are assigned to supervise all recreation activities. The detainee recreation program will comply with all elements of the ICE PBNDS on Recreation.

D. Manage and Maintain a Commissary

A commissary shall be operated by the Contractor as a privilege to detainees who will have the opportunity to purchase from the commissary at least once per week. These items will not include those items prohibited by the Warden/Facility Director. All items available at the commissary must be approved by the COR. The commissary inventory shall be provided to the COR upon request. Notice of any price increases must be provided to the COR. The Contractor may assess sales tax to the price of items, if state sales tax is applicable.

Revenues shall be maintained in a separate account and not commingled with any other funds. If funds are placed in an interest bearing account, the interest earned shall be credited to the detainees. Any expenditure of funds from the account shall only be made with the approval of the CO. Any revenues earned in excess of those needed for commissary operations shall be used solely to benefit detainees at the facility.

At the end of the contract period, or as directed by the CO, a check for any balance remaining in this account shall be made payable to the Treasury General Trust Fund and given/transmitted to the CO.

Detainees are permitted to receive funds from outside sources (i.e., from family, friends, bank accounts). Outside funds or those generated from work may be used to pay for products and services from the commissary.

E. Manage and Maintain a Detainee Telephone System

The Contractor shall provide detainees with reasonable and equitable access to telephones as specified in ICE PBNDS on Telephone Access. Telephones shall be located in an area that provides for a reasonable degree of privacy and a minimal amount of environmental noise during phone calls.

If authorized to do so under applicable law, the Contractor shall monitor and record detainee conversations. If detainee telephone conversations can be monitored under applicable law, the Contractor shall provide notice to detainees of the potential for monitoring. However, the Contractor shall also provide procedures at the facility for detainees to be able to place unmonitored telephone calls to their attorneys.

Telephone rates shall not exceed the dominant carrier tariff rate and shall conform to all applicable federal, state, and local telephone regulations.

The ICE designated Detainee Telephone Services (DTS) vendor will be the exclusive provider of detainee telephones for this facility. The DTS contractor shall be allowed to install vending debit machines and shall receive 100 percent of all revenues collected by sale of prepaid debit services. The DTS provider shall be responsible for furnishing all inventory and supply of prepaid debit cards to the Contractor. The DTS provider shall be responsible for the costs incurred for installation of the equipment, any monthly telephone charges incurred from the operation of DTS, and the maintenance and operation of the system. The Contractor shall not be entitled to any commissions, fees, or revenues generated by the use of the DTS or the detainee telephones.

Telephones should be inspected for serviceability, in accordance with ICE policies and procedures. The Contractor shall notify the COR or ICE-designated employee of any inoperable telephones.

F. Provide for the Special Needs of the Female Detainee Population

The Contractor shall provide programs and services to meet the special needs of the female detainee population, including the provision of feminine hygiene products for the female detainee population.

G. Law Library

The Contractor shall provide secure space within the secure perimeter, either a dedicated room or a multipurpose room for books and materials to provide a reading area – “Law Library” – in accordance with the ICE PBNDS on Law Libraries and Legal Material.

H. Physical Plant

The facility operation and maintenance shall ensure that detainees are housed in a safe, secure, and humane manner. All equipment, supplies, and services shall be Contractor-furnished except as otherwise noted.

The facility, whether new construction expansion or an existing physical plant, shall be designed, constructed, operated, and maintained in accordance with all applicable federal, state, and local laws, regulations, codes, guidelines, and policies. In the event of a conflict between federal, state, or local codes, regulations or requirements, the most stringent shall apply. In the event there is more than one reference to a safety, health, or environmental requirement in an applicable law, standard, code, regulation or Government policy, the most stringent requirement shall apply.

The facility shall provide housing configurations commensurate with the security needs of the population.

The facility, whether new construction expansion or existing physical plant, shall comply with 40 U.S.C. 619, which stipulates compliance with nationally recognized codes and comply with the latest edition in effect on the date of proposal submission of one of the following codes:

1. The Uniform Building Code (UBC), with the State of facility location's Amendments
2. The Building Officials and Code Administrators (BOCA) National Building Code (NBC)
3. The Standard Building Code (SBC)

In the event the jurisdiction in which the facility is located does not mandate use of UBC, BOCA NBC or SBC, then the facility shall comply with the BOCA NBC. Whether the facility is new construction or an expansion of an existing physical plant fire protection and life safety issues shall be governed by the latest edition of the National Fire Protection Association (NFPA) 101 Code for Safety to Life from Fire in Buildings and Structures and applicable National Fire Codes (NFC). Should conflicts occur between NBC and NFC, NFC shall apply.

E.O. 12699, as amended by E.O. 13286 - Whether new construction expansion or existing physical plant, the facility shall comply with the Seismic Safety of Federal and Federally Assisted or Regulated New Building Construction. The seismic safety requirements as set forth in either the 1991 International Conference of Building Officials, the UBC, the 1992 BOCA, NBC (or the 1992 Amendments to the Southern Building Code Congress) or SBC are the minimum standards. Should the code applicable for the state in which the facility is located be more stringent than the other codes set forth herein; the state code shall prevail.

The facility, whether new construction expansion or existing physical plant, shall comply with the requirements of the *Architectural Barriers Act of 1968* as amended and the *Rehabilitation Act of 1973* as amended. The standards for facility accessibility by physically handicapped persons as set forth in “Uniform Federal Accessibility Standards/Fed Std. - 795 4/01/88 Edition” (UFAS) shall apply. All areas of the buildings and site shall meet these requirements.

Activities, which are implemented in whole or in part with federal funds, must comply with applicable legislation and regulations established to protect the human or physical environment and to ensure public opportunity for review. The Contractor shall remain in compliance with federal statutes during performance of the contract including, but not limited to, the following Acts: *Clean Air, Clean Water, Endangered Species, Resources Conservation and Recovery*; and other applicable laws, regulations and requirements. The Contractor shall also comply with all applicable limitations and mitigation identified in any Environmental Assessment or Environmental Impact Statement prepared in conjunction with the contract pursuant to the *National Environmental Policy Act*, 42 U.S.C. 4321.

The Contractor shall be responsible for and shall indemnify and hold the Government harmless for any and all spills, releases, emission, disposal and discharges of any toxic or hazardous substance, any pollutant, or any waste, whether sudden or gradual, caused by or arising under the performance of the contract or any

substance, material, equipment, or facility utilized. For the purposes of any environmental statute or regulation, the Contractor shall be considered the "owner and operator" for any facility utilized in the performance of the contract, and shall indemnify and hold the Government harmless for the failure to adhere to any applicable law or regulation established to protect the human or physical environment. The Contractor shall be responsible in the same manner as above regardless of whether activities leading to or causing a spill, release, emission or discharge are performed by the Contractor, its agent or designee, a detainee, visitors, or any third party.

If a spill(s) or release(s) of any substance into the environment occur, the Contractor shall immediately report the incident to the COR or ICE designated official. The liability for the spill or release of such substances rests solely with the Contractor and its agent.

A safety program shall be maintained in compliance with all applicable Federal, state and local laws, statutes, regulations and codes. The Contractor shall comply with the requirements of the *Occupational Safety and Health Act of 1970* and all codes and regulations associated with 29 CFR 1910 and 1926.

Fire Alarm Systems and Equipment - All fire detection, communication, alarm, annunciation, suppression and related equipment shall be operated, inspected, maintained and tested in accordance with the most current edition of the applicable NEC and Life Safety Codes.

The Contractor shall provide outside lighting sufficient to illuminate the entire facility and secure perimeter with at least 1.5 candlepower per square foot in all areas.

For new construction expansion or existing physical plant, final and completed, the Contractor prior to issuance of the NTP shall submit design/construction documents to the COR. For all new construction expansion, the construction schedule shall be updated to reflect current progress and submitted to the COR on a monthly basis. Government staff will make periodic visits during construction to verify Contractor progress and compliance with contract requirements. As-built drawings and current drawings of the buildings and site utilities shall be maintained in a secure location during construction and contract performance. These updates shall be provided to the COR within 30 days of any changes made. Site utilities include, but are not limited to: water and sewer lines; gas lines; tunnels; steam lines; chilled water lines; recording layouts; elevations; modifications; additions; etc. Two copies of the as-built drawings shall be provided to the COR in AUTOCAD release 14.0 on a CD-ROM no later than 90 days after issuance of the NTP.

Promptly after the occurrence of any physical damage to the facility (including disturbances), the Contractor shall report such damage to the COR or ICE designated official. It shall be the responsibility of the Contractor to repair such damage, to rebuild or restore the institution.

A number of Government staff will be on-site to monitor contract performance and manage other Government interests associated with operation of the facility. Government staff will have full access to all areas of the facility. Contractor access to Government required space must be pre-approved by the COR. In cases of emergency the Contractor shall notify the COR or ICE designated employee promptly.

The Contractor shall provide operational space for ICE, Office of Principal Legal Advisor (OPLA), and Executive Office for Immigration Review (EOIR) operations. All office and multiple use space shall be complete with appropriate electrical, communication, and phone connections.

1. ICE Support Space

Refer to ICE Design Standards for specific office and workstation sizes and specific furnishing requirements for 1,575 beds. The Standards include but are not limited to the following:

A total of 44 offices and 55 workstations as outlined below:

- 1 Office - Assistant Field Office Director
- 1 Office - Intelligence Officer
- 1 Office - Detention Services Manager
- 1 Office - Contracting Officer's Representative
- 4 Offices - Supervisory Detention and Deportation Officers

- 24 Offices - Deportation Officers
- 8 Workstations - Deportation Removal Assistants
- 1 Office - Training Officer
- 1 Office - Supervisory Immigration Enforcement Agents
- 5 Workstations - Immigration Enforcement Agents
- 2 Bond processing rooms
- 1 secure visitor contact window
- 1 Waiting room
- 1 File room (see Standards for size and quantity)
- 1 Supply room (see Standards for size)
- 1 Storage/Copier room (see Standards for size)
- 1 Conference/Training/Break room adjacent to or within ICE area (see Standards for size and quantity)
- Employee gun lockers that meet PBNDS requirements
- Employee fitness center/weight room that includes adequate locker room area with showers and restrooms
- Consulate Affairs room

2. OPLA Space

OPLA Space Requirements - based on a 1,575 Bed Correctional Detention Facility (if OPLA shall be located or relocated elsewhere in the complex):

Refer to ICE/OPLA Design Standards for specific office and workstation sizes and specific furnishing and utility requirements for a 1,575 bed Contract Detention Facility. All furniture and case goods shall be furnished by the Contractor in accordance with ICE/OPLA Design Standards. The Standards include but are not limited to the following:

- 1 Office - Supervisory Attorney office
- 12 Offices - Attorneys
- 4 Work stations - Legal Technician workstations
- 1 Work station - Mail/File Clerk
- 1 - Conference room/Law Library
- 1 - Break room
- 1 - Supply room
- 1 - Storage/Copier room
- 1 - Support workstation for fax/scanner/network printer
- Separate entrance for OPLA staff is requested with access to parking lot, which must be ADA compliant.
- OPLA Support Space must be provided per the ICE/OPLA Design Standards
- OPLA space shall be contiguous.

3. EOIR Space

Refer to ICE ERO Design Standards for EOIR. The Standards include but are not limited to the following:

- 5 Courtrooms.

- 5 Courtroom Sub-Lobbies
- Judges' secure corridor
- Public/detainee secure corridors
- 15 Offices/enclosed spaces/functions
- 15 Workstations (see Standards for size)
- 1 Visitation space (pro-bono room) must be provided to meet the ACA and NDS standards
- Separate entrance for judges and staff is required with complete security system and access to parking lot, which must be ADA compliant
- EOIR Support Space must be provided per the ICE/EOIR Design Standards
- EOIR space shall be contiguous.

For further EOIR space requirements, please see *US Department of Homeland Security, US Immigration and Customs Enforcement, Office of Enforcement and Removal Operations, Contract Detention Facility and Intergovernmental Service Agreement, Design Standards for Executive Office for Immigration Review, June 2011*

For further ICE and OPLA space requirements, please see *Contract Detention Facility (CDF) Design Standards for Immigration and Customs Enforcement (ICE), May 14, 2007; addendums: ICE Cabling Standards; Phone Specifications.*

Government space shall be climate controlled and located consistent with the administrative office space for the Contractor's staff. Government-occupied space shall be separate from, but accessible to, detainee housing units and the centralized visiting area. Government-occupied space shall also be secure and inaccessible to Contractor staff, except when specific permission is granted by on-site ICE, EOIR, or OPLA staff. The Contractor shall be responsible for all maintenance, security, and janitorial costs associated with space designated for Government staff.

4. Additional Requirements

a. Furniture

All furniture and case goods shall be furnished by the Contractor in accordance with ICE Design Guide and specifications, which include ICE support space and all operational components which include EOIR, OPLA, and IHSC space as required in accordance with the ICE Design Standards.

b. ICE IT Equipment

ICE will provide and install IT equipment in office spaces for ICE personnel only, to include computer workstations and screens, printers, and fax machines. All infrastructure, cabling, and interfacing equipment shall be provided by the Contractor at time of construction/expansion.

NOTE: ICE IT system must be a complete, independent, and physically separate system from the Contractor's IT system. The system shall serve all operational components: ICE, OPLA, and IHSC. EOIR shall have a separate system within EOIR IT space as per the EOIR Design Standards.

c. Communication Equipment

The Contractor shall purchase, install and maintain a complete and operating communication system, which includes but is not limited to: cabling, fiber optics, patch panels, landing blocks, circuits, PBX and voice mail, phone sets and other supporting infrastructure and supporting system in compliance with ICE specifications. Separate billing to ICE shall be established on all recurring service fees for communications and IT. Systems shall be installed specifically for ICE use.

NOTE: ICE communication system must be a complete, independent, and physically separate system from the Contractor's communication system, and billed separately. The system shall serve all operational components: ICE, OPLA, and IHSC. EOIR shall have a separate system within EOIR IT space as per the EOIR Design Standards.

d. Visitation and Holding Space

Sufficient space shall be provided for contact and non-contact visitation and group and individual holding rooms, including designated space to permit appropriate screening and searching of both detainees and visitors in visitation areas. The Contractor shall provide at a minimum 25 non-contact rooms (at least 60 square feet each) and a minimum of 10 private, non-monitored attorney-client (detainee) rooms (at least 100 square feet each). Additionally, four attorney-client offices (at least 100 square feet each) shall be provided for dedicated use by Citizenship and Immigration Services Asylum Officers. Space shall be provided for the storage of visitors' personal items not allowed into the visiting area.

e. ICE Detention Standards

The Contractor shall provide a facility that will support and deliver all of the environmental and physical requirements to ensure total compliance with the current ICE PBNDS. A facility includes all service and support detention areas.

NOTE: ICE will review and approve all design documents, and maintain approval of final inspection of the facility before occupancy.

f. Parking Spaces

The Contractor shall provide no less than 100 parking spaces on-site at the facility exclusively for Government use.

The Contractor shall ensure that video cameras monitor hallways, exits, and common areas. A qualified individual shall be responsible for monitoring this system inside and outside the building. Considering that the videos will be recordings of residents who may be seeking asylum or other considerations under U.S. immigration law, the Contractor is required to maintain the tapes and may not release them to anyone, unless approved by DHS. The Contractor shall develop a plan for keeping the videos for the duration of the project period and destruction of them upon completion of the program.

XIII. PROPERTY ACCOUNTABILITY

A. General

The Contractor personnel shall not permit any Government property to be taken away or removed from the premises.

The Contractor shall enact practices to safeguard and protect Government property against abuse, loss, or any other such incidents. Government property shall be used only for official business.

All Government property furnished under this contract shall remain property of the Government throughout the contract term. ICE shall maintain a written inventory of all Government property issued to the Contractor for performance hereunder. Upon expiration or termination of this contract, the Contractor shall render a written accounting to the COR of all such property. The Contractor shall assume all risk, and shall be responsible for any damage to or loss of Government furnished property used by Contractor employees. Normal wear and tear will be allowed.

The Contractor, upon expiration or termination of services, shall immediately transfer to the COR, any and all Government property in its possession or in the possession of any individuals or organizations under its control, except as otherwise provided for in this contract. The Contractor shall cooperate fully in transferring property to the successor Contractor. The Government shall withhold final payment until adjustments are made for any lost property.

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

The Government will furnish the following property at no cost to the Contractor:

Copies of the detention standards cited in the PWS and one copy of all pertinent operational manuals shall be provided prior to starting work under the contract. The Contractor shall be responsible for duplication of these standards for Contractor employees.

Administrative forms, Equal Employment Opportunity, Occupational Safety and Health Administration, Service Contract Act, Drug Free Posters, and DHS OIG hotline poster, as required in this contract. As applicable Department of Homeland Security (DHS) work orders will be issued to the Contractor via DHS Form I-203, Order to Detain or Release Alien.

ICE office space equipment, such as, but not limited to: office telephones, copying machines, fax machines, computer equipment, and typewriters for Government use. The Government shall be responsible for installation of conduit and data lines within the dedicated Government office space.

XIV. FIREARMS / BODY ARMOR

A. Firearms Requirements

The Contractor shall provide new firearms and maintain sufficient licensed firearms and ammunition to equip each armed Detention Officer and armed supervisor(s) with a licensed weapon while on duty. Firearms may be re-issued to new replacement employees throughout the life of the contract as long as the firearm is in serviceable condition.

Personal firearms shall not be used. A licensed gunsmith, in writing, shall certify all firearms safe and accurate.

Firearms shall be standard police service-type, semi-automatic capable of firing hollow-point ammunition that meets the recommendations of the firearms manufacturer. Ammunition will be factory load only – no reloads. The Contractor shall adhere to the manufacturer's specifications regarding ammunition retention, e.g., ammunition shall be properly rotated and older ammunition utilized prior to utilization of newer ammunition.

The Contractor shall provide sufficient ammunition for each armed Detention Officer, including uniformed contract supervisor(s); they shall be issued three full magazines.

The Contractor shall account for all firearms and ammunition daily.

If any weapons or ammunition are missing from the inventory, the COR shall be notified immediately.

All firearms shall be licensed by the State.

Firearms shall be inspected. This shall be documented by the Warden/Facility Director.

Loading, unloading, and cleaning of the firearms shall only take place in designated areas.

The firearms shall be cleaned and oiled as appropriate to ensure optimum operating conditions.

Firearms shall be carried with the safety on, if applicable, with a round in the chamber.

The Contractor shall maintain appropriate and ample supplies of firearms' upkeep and maintenance equipment (cleaning solvents, lubricating oil, rods, brushes, patches, and other normal maintenance tools).

The Contractor shall provide a complete listing of licensed firearms by serial numbers and by each safe location to the COR prior to beginning performance under this contract.

These lists shall be kept current through the terms of the contract and posted within each firearm's safe.

The Contractor shall obtain and maintain on file appropriate State and municipality permits and weapons permits for each officer.

A copy of this permit shall be provided to the COR at least three working days prior to the anticipated assignment date of any individual.

The Contractor shall ensure that its employees have all permits and licenses in their possession at all times while in performance of this contract.

The Contractor shall provide safes/vaults for storage of firearms and ammunition, for each location where firearms are issued or exchanged, which meet agency requirements and are approved for the storage of firearms and ammunition.

The COR is responsible for approving the proposed safes/vaults prior to usage. Contract supervisors and guards shall make accurate receipt and return entries on a Firearms and Equipment Control Register.

Except when issuing or returning ammunition or firearms, each safe/vault shall remain locked at all times.

The Contractor shall be responsible for having the combination of each safe/vault changed at least once every six months, or more often if circumstances warrant.

The Contractor shall certify firearms training to the COR.

The Contractor shall certify proficiency every quarter.

The Contractor shall provide an ICE approved intermediate weapon(s).

The Contractor shall assign one or more contractor staff to the positions of: 1) Ammunition Control Officer and 2) Firearms Control Officer, per ICE PBNDS.

B. Body Armor Requirements

The Contractor shall provide body armor to all armed Officers and armed supervisor(s).

Body armor shall be worn while on armed duty.

The body armor shall meet all requirements as set forth in the ICE Body Armor Policy. See Section J, Attachment 4.

The Contractor shall procure replacement body armor if the body armor becomes unserviceable, ill-fitting, worn/damaged, or at the expiration of service life.

All armed Officers and armed supervisors need to be made aware of the health risks associated with the wearing of body armor in high heat/high humidity conditions and/or during strenuous exertion. When Officers and supervisors are required to wear body armor, they shall be provided opportunities to re-hydrate and remove the body armor as necessary.

The use of personally owned body armor is not authorized.