## Solicitation, Offer and Award

**1. This contract is a rated order under DPAS (15 CFR 700)**

**RATING**:  

**PAGE OF PAGES**: 1 of 455

### 2. Contract Number

**HSCEDM-14-R-00003**

### 3. Solicitation Number

**4. Type of Solicitation**

- [x] Sealed Bid (IFB)
- [ ] Negotiated (RFP)

**5. Date Issued**

01/24/2014

**6. Requisition/Purchase Number**

See Schedule

### 7. Issued By

- **Code**: ICE/DM/DC-DC
- **Address**: ICE/Detent Mngt/Detent Contracts-DC
  Immigration and Customs Enforcement
  Office of Acquisition Management
  801 I Street NW, Suite 910
  Washington DC 20536

**NOTE**: In sealed bid solicitations “offer” and “offorer” mean “bid” and “bidder.”

### 8. Offer to (If other than Item 7)

**9. Sealed offers in original and **

**10. For Information Call**

- **A. Name**: Benjamin Golway
  **Area Code**: 202
  **Number**: 732-2562
  **Ext.**: benjamin.golway@dhs.gov

**11. Table of Contents**

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**12. Discount for Prompt Payment**

(See Section I, Clause No. 52.232.8)

**13. Acknowledgement of Amendments**

(The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated):

**14. Name and Title of Person Authorized to Sign Offer**

(If type or print)

**15. Telephone Number**

**16. Name and Title of Person Authorized to Sign Offer**

(If type or print)

**17. Signature**

**18. Offer Date**

**19. Accepted as to Items Numbered**

**20. Amount**

**21. Accounting and Appropriation**

**22. Authority for Using Other Than Full and Open Competition**

- [ ] 10 U.S.C. 2304 (c)
- [ ] 41 U.S.C. 253 (c)

**23. Submit Invoices to Address Shown In**

(4 copies unless otherwise specified)

**24. Administered by (If other than Item 7)**

**25. Payment Will Be Made by**

**26. Name of Contracting Officer**

Brandiss Smith

**27. United States of America**

**28. Award Date**

**STANDARD FORM 33 (Rev. 9-97)**

Prescribed by GSA - FAR (48 CFR) 53.214(c)

Previous edition is unusable

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**IMPORTANT**: Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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**Previous edition is unusable**

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Delivery: 30 Days After Award  
Delivery Location Code: ICE/ERO  
ICE Enforcement & Removal  
Immigration and Customs Enforcement  
801 I Street, NW  
Suite 900  
Washington DC 20536  

FOB: Destination  

Minimum Bed Days: 33,458 Bed Days  
Maximum Bed Days: 401,500 Bed Days  
Product/Service Code: s206  
Requisition No: 192114FAO00000034  

Period of Performance: 07/01/2014 to 05/31/2015  

Minimum Months: 0 Months  
Maximum Months: 11 Months  
Product/Service Code: S206  
Product/Service Description: HOUSEKEEPING- GUARD  
Period of Performance: 07/01/2014 to 05/31/2015  

Minimum Months: 0 Months  
Maximum Months: 11 Months  
Product/Service Code: S206  
Product/Service Description: HOUSEKEEPING- GUARD  
Period of Performance: 07/01/2014 to 05/31/2015  

Minimum Months: 0 Months  
Maximum Months: 11 Months  
Product/Service Code: S206  
Product/Service Description: HOUSEKEEPING- GUARD  
Period of Performance: 07/01/2014 to 05/31/2015  

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**Product/Service Code:** S206  
**Product/Service Description:** HOUSEKEEPING- GUARD  
**Period of Performance:** 06/01/2016 to 05/31/2017

**2002C**  
Food Supplies (ADP 801-1200)  
Minimum Months: 0 Months  
Maximum Months: 12 Months  
(Option Line Item)

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**2003**  
Local Transportation/Armed Guard Services  
Minimum Months: 0 Months  
Maximum Months: 12 Months  
(Option Line Item)

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**2004**  
Overtime (Transportation/Stationary Guards) -  
Informational CLIN Only  
(Option Line Item)

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**2004A**  
Overtime (Transportation/Stationary Guards)  
Minimum Hours: 0 Hours  
Maximum Hours: 440 Hours  
(Option Line Item)

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**2004B**  
Overtime (Transportation/Stationary Guards - Supervisors)  
Minimum Hours: 0 Hours  
Maximum Hours: 40 Hours  
(Option Line Item)

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**2005**  
Detainee Voluntary Worker Wages @ $1.00/Day  
Minimum Days: 0 Days  
Maximum Days: 120,000 Days  
(Option Line Item)

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Product/Service Code: S206
Product/Service Description: HOUSEKEEPING- GUARD
Period of Performance: 06/01/2016 to 05/31/2017

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<td>Product/Service Description: HOUSEKEEPING-GUARD</td>
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7002B Food Supplies (ADP 401-800) 6 MO
| Extension Period (In accordance with FAR 52.217-8) |
| Minimum Months: 0 Months |
| Maximum Months: 6 Months |
| (Option Line Item) |
| Product/Service Code: S206 |
| Product/Service Description: HOUSEKEEPING-GUARD |
| Period of Performance: 06/01/2021 to 11/30/2021 |

7002C Food Supplies (ADP 801-1200) 6 MO
| Extension Period (In accordance with FAR 52.217-8) |
| Minimum Months: 0 Months |
| Maximum Months: 6 Months |
| (Option Line Item) |
| Product/Service Code: S206 |
| Product/Service Description: HOUSEKEEPING-GUARD |
| Period of Performance: 06/01/2021 to 11/30/2021 |

7003 Local Transportation/Armed Guard Services 6 MO
| Extension Period (In accordance with FAR 52.217-8) |
| Minimum Months: 0 Months |
| Maximum Months: 6 Months |
| (Option Line Item) |
| Product/Service Code: S206 |
| Product/Service Description: HOUSEKEEPING-GUARD |
| Period of Performance: 06/01/2021 to 11/30/2021 |

7004 Overtime (Transportation/Stationary Guards) - HR
| Extension Period (In accordance with FAR 52.217-8) |
| Informational CLIN Only |
| Minimum Months: 0 Months |
| Maximum Months: 6 Months |
| (Option Line Item) |
| Product/Service Code: S206 |
| Product/Service Description: HOUSEKEEPING-GUARD |
| Period of Performance: 06/01/2021 to 11/30/2021 |

7004A Overtime (Transportation/Stationary Guards) 220 HR
| Extension Period (In accordance with FAR 52.217-8) |
| Continued ... |
## Section B.2. Contract Minimum/Maximum Quantity and Contract Value

(a) The Government intends to award a single contract but reserves the right to make multiple awards or to not make an award if deemed to be in the best interest of the Government.

(b) No funds will be obligated in the award of the base IDIQ contract. Funding will be identified and obligated in each Task Order at time of Task Order issuance.

(c) The minimum guarantee, if applicable, for the contract will be (to be filled in prior to award).

(d) The specific services, supplies and quantities by CLIN number will be identified on each Delivery Order.

(e) A ceiling price of $38,025,586.00 is established as the cumulative ceiling limit for the base year. The Government reserves its right Continued ...
Section B.3. Period of Performance (POP)

The total period of performance of the contract shall be from date of award through seven years (84 months) thereafter, if all options are exercised. Orders may be placed under the contract at any time during this period of performance, subject to the limitation identified in the contract.

Section B.4

This procurement is set aside 100% for 8(a) Businesses. Only qualified, eligible 8(a) Business concerns may submit offers in response to this solicitation.

(1) The North American Industry Classification System (NAICS) code for this acquisition is 561612.

In accordance with FAR 52.217-8, the Government reserves the right to extend performance under this contract after completion of the last Option Year VII for a period up to six (6) months. CLINs 7001 through 7005 are included in the event that the Government exercises its right to an extension in accordance with FAR 52.217-8. Offerors shall provide pricing for the six months extension period in CLINs 7001 through 7005 and shall additionally confirm CLINs 7001 through 7005 pricing in the Volume II, Price Proposal. If no price increase will be applicable, please provide a statement confirming prices will remain unchanged and rates from the current option year will be extended.
SECTION C – DESCRIPTION/SPECIFICATIONS

U. S. Department of Homeland Security
Immigration and Customs Enforcement

Statement of Work

Port Isabel Detention Center (PIDC) – Guard and Food Services
Department of Homeland Security (DHS)
U.S. Immigration and Customs Enforcement (ICE)
Enforcement and Removal Operations (ERO)
San Antonio Field Office (SNA)
SECTION C - STATEMENT OF WORK

C.1 MISSION

The mission of Immigration and Customs Enforcement (ICE), Enforcement and Removal Operations (ERO) is the planning, management, and direction of a broad program relating to supervision, detention, and deportation of immigrants who are in the United States illegally. These activities are chiefly concerned with enforcement of departure from the United States, immigrants who have entered illegally or have become removable after admission. In implementing its mission, ERO is responsible for carrying out all orders for the required departure of immigrants handed down in removal proceedings, or prior thereto, and arranging for detention of immigrants when such becomes necessary.

C.2 BACKGROUND

ICE is responsible for the detention, health, welfare, transportation, and deportation of immigrants in removal proceedings and immigrants subject to final order of removal. The ICE Port Isabel Detention Center (PIDC), a Government-owned facility located in Los Fresnos, TX, has a requirement for the oversight, management, supervision, and vehicles necessary to provide detention, food, transportation and commissary services at this facility. The Contractor shall fully staff the facility to secure, control, and supervise detainees in custody. Staffing must be sufficient to complete the objectives stated within this Statement of Work (SOW) and to cover the positions listed in sections C.13 and C.14.

C.3 FACILITY

3.1 Port Isabel Detention Center (PIDC)

PIDC is located at 27991 Buena Vista Blvd., Los Fresnos, Texas 78566. PIDC is a 375-acre facility which operates at an operational capacity of 1,200 detainees (typically 100% males but PIDC must maintain the capability to house females) and is manned twenty-four (24) hours a day, seven (7) days a week, fifty-two (52) weeks a year including all Federal Holidays. A map of the facility is included for reference at Attachment 1 to this solicitation.

All interested Offerors must attend the mandatory site visit as detailed in Section L.7 of this solicitation in order to have their proposal considered.

C.4 OVERVIEW

The Contractor shall provide armed and unarmed detention officers, including management, supervision, manpower, training, certifications, licenses, drug testing, uniforms, equipment, supplies, and vehicles necessary to provide detention
management and transportation services seven (7) days a week, twenty-four (24) hours a day at PIDC.

In housing detainees, the Contractor is required to perform in accordance with the most current editions of the ICE Performance Based National Detention Standards (PBNDS) 2011, American Correctional Association (ACA) Standards for Adult Local Detention Facilities (ALDF), and Standards Supplement, Standards for Health Services in Jails, National Commission on Correctional Health Care (NCCHC), and state and local laws on firearms. (See section C.23 for links to the aforementioned standards.) 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 Inspectors will conduct periodic and unscheduled inspections of the facilities to assure compliance of the aforementioned standards. The PBNDS 2011 Expected Outcomes are included as Appendix 1 to Section C. In addition, the Contractor shall provide full and complete cooperation for any request or investigation conducted by the Government.

The Contractor shall furnish all contract oversight management, supervision, trained personnel, equipment, materials, supplies, licenses, permits, certificates, pre-employment screenings, administration, and any other resources necessary to provide detention management, transportation, food and commissary services for detainees at PIDC. The Contractor shall provide trained employees, at all times, to perform the services as prescribed in and required by this contract.

It shall be the responsibility of the Contractor to provide all Equipment, Materials, Supplies, Personnel, Resources and Services related to its own business operations and to provide any additional Equipment, Materials, Supplies, Personnel, Resources and Services related to the detention management of PIDC not identified as Government furnished equipment within this SOW or the contract.

C.5 TERMS / DEFINITIONS

Administrative Segregation - A unit of housing for detainees whose continued presence in the general population poses a serious threat to life, property, self, staff, or other inmates.

Adult detainee - Any detainee eighteen (18) years of age or older or anyone adjudicated in a criminal court to constitute an adult.

Alien - Any person who is not a citizen or native of the United States.

American Correctional Association (ACA) Standards - The American Correctional Association Standards (ACA) for Adult Local Detention Facilities, latest edition.

Bed day - Per Diem “detainee day” means day in or day out and all days in between. The Contractor may charge for day of arrival or day of departure but not both.
**Body cavities** - Body cavities include the mouth, ears, nostrils, vagina, and rectum.

**Booking** - 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 detainees’ accompanying personal property.

**Classification** - A process for determining the needs and requirements of those detainees for whom confinement has been ordered and for assigning them to housing units and programs according to their needs and existing resources.

**Contraband** - Any item possessed by a detainee or found within the facility, which is declared illegal by law, or expressly prohibited, by ICE or the Contractor. Contraband may include, but is not limited to, the following: drugs and alcohol, sharp objects or hardware that could be fashioned into a weapon, perishable foods that may pose health or spoilage problems, and printed materials that incite to riot, agitate the population, or otherwise cause safety and security problems.

**Contract Employee** - An employee of a private Contractor hired to perform a variety of detailed services within the detention facility.

**Contracting Officer (CO)** - ICE employee empowered to award, amend, administer, and terminate contracts.

**Contracting Officer’s Representative (COR)** - ICE employee(s) designated and authorized by the Contracting Officer to monitor all technical aspects of the contract, certify invoices for payment, and assist in the administration the contract.

**Contractor** - The firm, individual, or entity with whom ICE enters into this contract. The provider of services described in the Statement of Work (SOW).

**Credentials** - Documents providing primary source verification including education, training, licensure, experience, board certification, and expertise of an employee.


**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).

**Detainee** - Any person confined under the auspices and the authority of any federal agency, primarily U.S. Immigration and Customs Enforcement (ICE). Many detainees have substantial and varied criminal histories. ICE reserves the right to place detainees
in the Contractor’s detention site who are confined under the auspices and the authority of ICE or any other federal agency.

**Detainee Records** - Information concerning the detainee’s personal, criminal, and medical history, behavior and activities while in custody, including but not limited to detainees personal property receipts, visitor list, photographs, fingerprints, disciplinary infractions and actions taken, grievance reports, miscellaneous correspondence, and forms prescribed as necessary by ICE and other federal agencies.

**Detention 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.

**Direct Supervision** – A method of detainee management that ensures continuing contact between detainees and staff by posting an officer(s) inside each housing unit. Officers in general housing units are not separated from the detainees by a physical barrier. Officers provide frequent, non-scheduled observation of and personal interaction with detainees.

**Disciplinary Segregation** - A unit housing detainees who commit serious rule violations.

**Emergency** - Any significant disruption of normal facility procedure, policy, or activity caused by riot, strike, escape, fire, natural disaster, or other serious incident.

**Emergency Care** - Care for an acute illness or unexpected serious health care need that cannot be deferred until the next scheduled sick call.

**Employee** - Refers to a person employed by the Contractor.

**Entry on Duty (EOD)** - The first day the employee begins performance at a designated duty station on this contract.

**Executive Office of Immigration Review (EOIR)** - An agency of DOJ.

**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.

**Government** - Refers to the United States Government.

**Grievance** - A written complaint filed by a detainee concerning personal health/welfare or the operation and services of the facility.

**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.
Health Care - The action taken, preventive and therapeutic, to provide for the physical and mental well-being of the detainee population.

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.

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.

ICE Officer - ICE Officers such as Supervisor Detention and Deportation Officer (SDDO), Supervisory Immigration Enforcement Agent (SIEA), Immigration Enforcement Agent (IEA), Deportation Officer (DO), or other Government personnel.

Immigration and Customs Enforcement (ICE) - A law enforcement agency with the U.S. Department of Homeland Security.

ICE Health Services Corp (IHSC) (formerly Division of Immigration Health Services or DIHS) - A unit which oversees medical care and public health services to detained aliens in the custody of ICE, serves as the medical authority for ICE on a wide range of medical issues, including the agency’s comprehensive detainee health care program, and, when necessary, authorizes and pays for off-site specialty and emergency care, consultations, and case management.

Incident Report - A written document reporting an event (e.g., minor disturbances, officer misconduct, any detainee rule infraction).

Justice Prisoner and Alien Transportation System (JPATS) - DOJ’s prisoner transportation system operated by the U.S. Marshal Service (USMS), sometimes referred to as the “airlift.”

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.

Lethal or Deadly Force - The force a person uses with the purpose of causing or knowingly creating a substantial risk of causing death or serious bodily harm.


Log Book - The official record of post operations and inspections.
**Man-hour** - Man-hour means productive hours when the required services are performed. Only productive hours can be billed and invoiced.

**Medical Screening** - A system of structured observation/initial health assessment of newly arrived detainees performed within the first 24 hours of arrival.

**Meet and Greet** - Function fulfilled by transportation officers that involves meeting a detainee as they arrive via a commercial air carrier at the airport. Detainees are shackled and the appropriate paperwork completed upon transfer to the ICE Contractor and moved to the appropriate vehicle for transport.

**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.

**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.

**Office of Professional Responsibility, Personnel Security Unit (OPR-PSU)** - This office in ICE which implements a component-wide personnel security program.

**On-Call Post** - Posts called as necessary by the COR. These posts are not permanent and shall include such duties as guarding detainees while awaiting hearings, consular interviews, ICE interviews, awaiting arrival or departure of JPATS, other aircrafts or vessels, and any other location requested by the COR.

**Pat Down Search** - A quick patting of the detainee’s outer clothing to determine the presence of contraband.

**Performance-Based National Detention Standards (PBNDS 2011)** - ICE Standard PBNDS 2011, applicable to this contract.

**Performance Requirements Summary (PRS)** - A condensed listing of tasks, standards, acceptable quality level, and relative value of the services required by the Statement of Work (SOW). The PRS identifies the essential service outputs of the contract that will be evaluated by the Government to assure the Contractor meets contract performance standards. The PRS is used to calculate invoice deductions or withholdings.

**Performance Work Statement (PWS)** - A statement of work for performance-based acquisitions that describes the required results in clear, specific, and objective terms with measurable outcomes.

**Physician** - An authorized practitioner who is a graduate from a recognized college of medicine or osteopathy and licensed by the appropriate state board.
Policy - A definite written course or method of action, which guides and determines present and future decisions and actions.

Post Orders - Refers to general policies and procedures used for specific posts throughout a detention facility.

Preventive Maintenance - A system designed to enhance the longevity and/or usefulness of buildings and equipment in accordance with a planned schedule.

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.

Productive Hours - These are hours when the required services are performed and can be billed.

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.

Property - Refers to personal property belonging to a detainee.

Proposal - The written plan submitted by the Contractor for consideration by ICE in response to the Request for Proposal (RFP).

Public Health Service (PHS) - An agency of the United States Department of Health and Human Services.

Quality Assurance - The actions taken by the Government to assure requirements of the Statement of Work (SOW) are met.

Quality Assurance Surveillance Plan (QASP) - An organized written document prepared and used by the Government to assure requirements of the SOW are met. The document contains the Government specific methods, sampling guides, and checklists used in determining whether the Contractor-provided service meets quantity, quality, timeliness, effectiveness, and cost standards.

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.
Quality Control Plan (QCP) - A Contractor-produced document that addresses critical operational performance standards for services provided.

Restraint Equipment - This includes but is not limited to handcuffs, belly chains, leg irons, strait jackets, flexi-cuffs, soft (leather) cuffs, and leg weights.

Sally Port - 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 ensures there shall be no breach in the perimeter or interior security of the facility.

Safety Equipment - Firefighting equipment, including, but not limited to, chemical fire extinguishers, hoses, nozzles, water supplies, alarm systems, first aid kits, and stretchers.

Security Risk - High, Medium - High, Medium-Low, Low

High Risk Level - Detainees that exhibit behavioral problems, or manifest a pattern of such behavior, and have a history of violent and/or criminal activity.

Medium-High Risk Level - Detainees that have documented histories of violence, assault and combativeness.

Medium-Low Risk Level - Detainees that exhibit minor behavioral problems and have a history of nonviolent criminal behavior.

Low Risk Level - Detainees with minor criminal histories and non-violent felonies. (Non-Violent felonies are felony convictions that do not include acts of physical violence or felony convictions of an offense that is not listed under the “High” or Highest” section of the severity of offense guideline in Appendix 2.2.C of 2011 Performance Based National Detention Standard (PBNDS) “Custody Classification System”)

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.

Service Processing Center (SPC) - Refers to ICE owned and operated facilities for housing detainees.

Sick Call - A system through which a detainee reports and receives individualized and appropriate medical services for non-emergency illness or injury.

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).
Special Housing Unit (SHU) - The space set aside within the facility for administrative or disciplinary segregation.

Standards for Health Services in Jails - Publication of the National Commission on Correctional Health Care (NCCHC) (latest edition).

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.

Suitability Check - Security clearance process for all Contractor Employees to determine suitability to work.

Tour of Duty - No more than 12 hours in any 24-hour period with a minimum of eight (8) hours off between shifts.

Training - An organized, planned, and evaluated activity designed to achieve specific learning objectives. Training may occur on site, in an academy or training center, at an institution of higher learning, through contract services, 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.

Transportation Costs - Cost inclusive of labor, equipment, supervision, management, training, licensing, certification, supplies, and materials necessary to respond to requests by designated officials for movement of detainees from place to place necessary for processing, hearing, interviews, or other situations as determined by the COR or designated official.

Weapons - This includes, but is not limited to, firearms, ammunition, knives, billy clubs, electronic defense modules, chemical weapons (mace), and nightsticks.

X-Ray Search - A photographic search using x-rays.

C.6 STATEMENT OF WORK

This Statement of Work (SOW) is for performance-based services. This SOW sets forth the contract objectives and other relevant information that applies to this solicitation.

6.1 Transition Period

The Contractor shall provide a seamless transition from the predecessor Contractor(s), and ensure minimal disruption to vital Contractor provider services and Government activities. The contract transition period is anticipated to be thirty (30) days, beginning on June 01, 2014 and ending on June 30, 2014. The Contractor shall assume full responsibility for the all services required under this contract beginning July 01, 2014.
6.2 Detention Management Services

The Contractor shall provide a safe and secure environment for staff and detainees through effective building and grounds security. The Contractor shall continuously monitor programs, seek ways to reduce and control violence in the facilities, respond effectively to emergencies, maintain accountability of tools, chemicals, and other potentially dangerous items, and maintain security. The Contractor shall provide a sufficient number of Detention Officers and Supervisors to control and supervise detainees in custody while meeting the following objectives:

- The Contractor shall perform in accordance with ICE 2011 Performance Based Detention Standards (PBNDS 2011) (including optimal standards), 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 (NCCHC), and state and local laws on firearms for all locations (see Section C.23).

- The Contractor shall furnish armed and/or unarmed detention officers, including management, supervision, manpower, training, certifications, licenses, drug testing, uniforms, equipment, supplies, and vehicles necessary to provide detention management and transportation services seven (7) days a week, twenty-four (24) hours per day at PIDC.

- The Contractor shall provide armed guard services at the following posts:
  - Main Gate Officer – seven (7) days a week, twenty-four (24) hours per day at PIDC
  - Facility Rover Patrol – seven (7) days a week, twenty-four (24) hours per day at PIDC
  - Lobby Officers – seven (7) days a week, twenty-four (24) hours per day at PIDC
  - Transportation Officers – all Transportation Officers must be armed

- The Contractor shall provide a minimum of one Detention Officer of the same gender as the detainees at each post.

- The Contractor shall provide supervision of all detainees in all areas, including supervision in detainee housing and activity areas.

- Contractor shall be responsible for detainee record keeping services, personal property, and funds management in accordance with Section C.20 of the SOW.

- The Contractor shall provide stationary detention services as requested by the COR, COR designee, or Contracting Officer (CO) that shall include but is not limited to escorting and guarding detainees at medical or doctor’s appointments,
overnight detainee hospital stays, juvenile and family supervised hotel stays, court hearings, ICE interviews, and any other location requested by the COR or CO.

- 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.

- The Contractor shall provide, on site, its own fully operational and well-maintained equipment and office supplies that pertain to its own business enterprise to include equipment for management and administrative staff. This equipment shall include, but is not limited to, office furniture, general office supplies, computer equipment, internet access, IT security software/services, telephone services, radio frequencies and other communication equipment as specified in this solicitation. The Contractor shall also provide its own computer equipment and software to provide the Government with verifiable, auditable records of employee schedules, hours worked, training hours completed and other timekeeping data (see Section C.16).

- The Contractor shall provide surveillance to ensure the facility and assets are protected from damage, unauthorized removal, and unauthorized entry/exit.

- The Contractor shall provide entry control for vehicles and pedestrian traffic. This includes operation of an electronic sally port at the main entrance gate.

- The Contractor shall operate and control all designated points of access and egress on the site such as the detainee housing units, pods, courtrooms, medical facilities, and hold rooms.

- The Contractor shall inspect all packages carried in or out of site in accordance with ICE procedures.

- The Contractor shall ensure that officers are properly trained in accordance with Section C.16.

- The Contractor shall ensure that Guard Services are performed in accordance with the terms and conditions of this contract, and the applicable Post Orders. The Contractor shall develop Post Orders for all proposed post assignments, as defined in Section C.7.

- The Contractor shall ensure that breaches of security, discrepancies and/or problems are properly documented and immediately reported to the COR. Logbooks shall be used to document activities, as detailed in Section C.8.
• The Contractor shall ensure that officers are equipped with firearms (Section C.17), body armor (Section C.18) and guard equipment (Section C.19) to provide armed security services.
• The Contractor shall ensure the staff on each shift is adequately supervised at all times in performance of all duties.
• The Contractor shall abide by all rules and regulations governing the site.
• The Contractor shall distribute and launder suitable linens (sheets, pillow cases, towels, blankets, etc.) in addition to articles of personal hygiene (e.g., soap, toothbrush, toothpaste, comb, toilet paper, shaving equipment, and female sanitary items) as provided by the Government and in accordance with DHS/ICE policies.

6.2.1 Detention Site Standards

PIDC operates at PBNDS 2011 “optimal” levels. Section C Appendix 1 details the PBNDS 2011 Expected Outcomes.

ICE shall be responsible for compliance with PBNDS 2011 and ACA Standards related to the construction of the facility itself (such as recreation space and equipment, library space and library materials). However, it shall be the Contractor’s responsibility to ensure that guard, food and transportation services at PIDC conform to DHS/ICE and ACA Standards. The Contractor at a minimum shall:

• Ensure fire and emergency exits remain unimpeded to permit prompt evacuation of detainees and staff members in an emergency.

• Ensure all employees will be knowledgeable of all facility evacuation plans and procedures, including the location of all exits to be used in evacuations.

• A supervisor shall conduct an inspection of the detainee housing areas to include the locks, windows, walls, floors, ventilation covers, access panels and doors at least once per shift for operational wear and detainee tampering. This shall be logged in the security logbook for inspection and review. All defective equipment shall be reported to the Government immediately and a work request form shall be submitted to the Government for conditions discovered requiring repair.

The Contractor shall be subject to periodic and random inspection by the COR, Detention Service Manager (DSM) or other officials (e.g., PIDC Compliance Unit, ACA, Foreign Counselor Officers) to ensure compliance with all applicable standards. Deficiencies shall be immediately rectified or a plan for correction submitted to the Government for approval.
6.2.1.2 Quality Control, Standards Compliance and Occupational Safety and Health Management Services

The Contractor shall, at all times, provide services in the area of Quality Control, Standards Compliance Management and Occupational Safety and Health Management. The Contractor shall continuously provide quality outputs while monitoring and measuring its performance and compliance with the Statement of Work and the Quality Assurance Surveillance Plan (QASP). The Contractor shall also actively maintain PIDC’s ICE Performance Based National Detention Standards (PBNDS 2011) and the ACA Adult Local Detention Facilities Standards accreditations by monitoring and measuring facility compliance with these and other applicable standards. Local, state and Federal Occupational Safety and Health laws, regulations, requirements and/or guidelines will also be implemented, monitored and measured by the Contractor to ensure a safe, accident-free facility and workplace. Contractor staff appointed in this area will work with the ICE Supervisory Immigration Enforcement Agent (SIEA) / Compliance Manager to ensure facility compliance of standards and accreditations and shall perform other compliance duties as requested by the PIDC Assistant Field Office Director (AFOD). The duties related to these positions include, but shall not be limited to:

- Assisting in the implementation and accreditation of PBNDS 2011 and ACA Adult Local Detention Facilities Standards.
- Maintaining PIDC’s accreditation with PBNDS 2011 and ACA standards by performing routine inspections and reporting findings to the ICE SIEA;
- Ensuring the facility is ready for facility inspections, reviews, and audits.
- Attending ACA conferences at no additional expense to the Government.
- Creating, reviewing, organizing and maintaining various types of documentation.
- Researching policies and standards, keeping up-to-date with changes in these policies and standards, and disseminating such information to Contractor personnel and/or ICE officials as required.
- Creating and delivering presentations as needed.
- Executing the QCP in an effective and consistent manner.
- Ensuring continual Contractor self-assessment, correction and improvement of performance.
- Maintaining accurate and effective documentation, recordkeeping and analysis.
• Developing a system of data management for corrective action recording and reporting.
• Developing and executing a facility safety program to meet OSHA compliance requirements.
• Developing and executing a safety training program
• Conducting daily safety inspections of safety equipment
• Inspecting for sanitation compliance
• Researching training resources/materials
• Maintaining video library of safety training materials
• Maintaining injury report data
• Maintaining OSHA required reports/logs

6.2.1.3 Communications Control Services

The Contractor shall provide Communications Control services in the operation of the facility’s Control Center. Control Center assignments are critical to the safety and continuity of operations at PIDC. This Contractor staff shall be a full time assignment to the control center and not a part of the detention officer’s posts or filled by detention officers. The Contractor’s Chief of Security shall carefully screen the Contractor staff for the highly responsible control center assignments.

6.2.1.4 Management of Detainee Property and Supplies

The Contractor shall operate the facility’s Detainee Personal Property Storage Room/Detainee Supply Storage Room. Supply specialists shall perform the full range of detainee property and supplies inventory management responsibilities, including, but not limited to, the following:

• Assisting ICE agents with maintaining detainee supplies at prescribed levels and adjusting detainee supply levels assuring adequate detainee supplies are available.
• Performing physical inventories.
• Assisting the Government in initiating, preparing, editing and processing requisitions for detainee supplies replenishment.
• Receipt of supplies, including the preparation of discrepancy reports and other detainee supply transaction reports as necessary.

• Preparing detainee personal property/detainee supply reports.

• Training new staff assigned to the detainee personal property storage room/detainee supply storage room.

• Properly identifying and marking detainee personal property.

• Utilizing the most effective means of storage/stocking to accommodate new stock.

• Timely processing of incoming/outgoing detainee personal property, and rapid disposition of detainee excess/abandoned personal property.

• Maintaining a safe and OSHA compliant supply and storage area at PIDC.

6.2.2 Medical and Health Services

The ICE Health Services Corp (IHSC) is responsible for providing all health care services for detainees in the custody of ICE. The IHSC shall provide medical coverage at the facility twenty-four (24) hours per day, seven (7) days per week. In order to support the medical services, the Contractor shall develop and comply with written policies and procedures for appropriately addressing the health needs of detainees in ICE custody. These written policies and procedures shall include, but are limited to, the following:

• Provide security for this area of the facility at all times. When patients are housed in the infirmary, security guards shall be posted to the unit twenty-four (24) hours a day, seven (7) days a week.

• Promptly recognize and summon health services staff in cases of emergency.

• Coordinate and escort detainees to the medical clinic for sick call, appointments, and the pill line. Note: Optimum functioning of health services depends on a continuous flow of patients to and from the clinic with an average of one patient per provider every 10 minutes. For a clinic of this size, patient flow could be as high as 200+ patients per day. Escort personnel shall be assigned accordingly.

• Ensure detainees are properly controlled and segregated while at the clinic.

• Provide positive control of detainees to prevent any disruption, excessive noise or other prohibited behavior while at the clinic.
• Provide detainees written instructions for gaining access to health care services. Procedures shall be explained to all detainees in the detainee's native language, and orally to detainees who are unable to read. The Contractor shall provide instructions and assistance in personal hygiene, dental hygiene, grooming, and health care, as needed.

• Separate detainees from the general detainee population who are suspected of having communicable or debilitating physical problems and immediately notify IHSC staff.

• Evacuate detainees as deemed necessary by qualified medical personnel.

• Report to IHSC of any observed behavioral problems and suicidal observations made upon detainees not diagnosed as psychotic and maintain continual visual observation of these detainees.

• Inform the Government immediately and confirm a plan of action for all situations involving potentially dangerous behavioral problems, imminent and evident threats of suicides, and all other urgent requests for medical treatment.

• Assist the medical staff with paperwork as permitted by security duties.

• Deliver written detainee health complaints to the medical facility for appropriate follow-up.

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

• Ensure that a Detention Officer is present for observation and detainee control during any sick call services in the pod.

• Maintain IHSC provided basic first aid kits. First aid kits shall be available at all times and shall be located throughout the facility.

6.2.3 Detainee Telephone System (DTS)

The Contractor shall provide detainee access to the DTS in accordance with PBNDS 2011 and shall notify the Government of any inoperable telephones.
6.2.4 Disturbance Control Teams (DCTs)

The Contractor shall provide for a certified, all volunteer Disturbance Control Team (DCT) consisting of no less than 15 staff members and shall be managed by a member of the supervisory staff. In providing for these teams, the Contractors shall:

- Recruit staff with unique operational and training experience that will ultimately aid in the overall success of a DCT team.
- Adequately train and equip the DCT team in accordance with the training requirements of the AFOD and/or COR.
- Provide DCT personnel in sound mental and physical condition, capable of providing an unarmed response to disturbances at a facility the size of PIDC.
- Provide protective clothing and equipment as shown in Section J., Attachment 15 (DCT Equipment List) for each team member and at least 30% of all additional facility Detention Officers, including:
  - Helmet with Face Shield
  - Protective Mask (respirators with filter)
  - Body Armor
  - Riot Baton
  - Black leather gloves
  - Riot shield-Ballistic / Non-Ballistic
  - Knee, shin, and foot guards
  - Megaphone
  - Covert communication – Radio and ear piece
  - Oleoresin Capsicum Aerosols
  - Chemical munitions (hand thrown Flameless ONLY)
  - Flex Cuffs
- Have less-than lethal response tools, including standard riot batons and chemical agents that are accessible by the DCT team
- Store these tools and equipment in a secure location at PIDC.
- Replenish all supplies inclusive of restraints in order to maintain supply levels.
- Activate the DCTs at the request of the facility Assistant Field Office Director or COR.
- Establish a training regimen that consists of an operational tempo unique to specialized units. The Contractors DCT team shall receive initial training, participate in forty (40) hours training one month each year and eight (8) hours of...
training each of the remaining months commensurate with these responsibilities. The Contractors DCT team shall train with the respective ICE DCT team and ICE supervisors when available.

- Ensure its DCT team members undergo specialized training before undertaking their assignments.

- DCT team must at all times be equipped with cellular phones or other communication equipment as required by the COR.

6.2.5 Mobile Communication Plan for Detention Officers

The Contractor shall provide its own radio communications frequency and radios (e.g. Base, Mobile, Vehicle, etc.). The Contractor shall ensure that all Detention Officers will be trained to use the equipment properly and that the radios are charged and used according to all post orders. The Contractor shall also provide compatible radios to designated ICE personnel to allow communication between ICE and Contractor staff in the event of an emergency.

6.2.6 ICE Detainees receiving Mental Healthcare Services

PIDC does not house ICE detainees that have been identified as having mental health problems. If IHSC identifies a detainee requiring mental health care, they are referred to a local community facility.

6.2.7 Commissary

The Contractor shall operate a commissary program to provide detainees an opportunity to purchase items at least six (6) days per week. The commissary inventory shall not include any items prohibited by ICE policy and shall be provided to the COR upon request for final approval. The commissary shall return to the facility at least 15% of the monthly revenues derived from the operation of the commissary by deduction from the following month’s Food Services CLIN. The commissary shall be responsible for maintaining and documenting detainee funds and shall utilize a non-cash detainee payment and accounting system, using generally accepted accounting procedures. Cash payments shall not be permitted. The commissary shall receive all detainee funds and receipts (G-589) during each shift. The commissary shall verify the accuracy of the receipts (G-589) and the amount of funds received. The commissary shall record the proper disposition of funds. The commissary shall return funds to detainees when notified of their release or transfer during each shift. **The commissary program shall be at no cost to the Government.**

6.3 Transportation Services

The Contractor shall provide armed Detention Officers to transport and guard detainees. Transportation Detention Officers may be used when detainees are required to be
transported, hospitalized, or to augment facility Detention Officer Staff during high detainee population levels as required by the COR. The Contractor shall provide a sufficient number of Transportation Detention Officers and Transportation Supervisors to meet the following objectives:

- The Contractor shall provide secure and safe transportation of detainees to and from locations designated by the COR, which include, but shall not limited to, Medical, Court and PIDC local releases (Bond outs, Local Removals, Bus Stations, Shelters, Hotels, Airports, etc.). PIDC also has a requirement for at least one daily run to Coastal Bend Detention Center in Robstown, TX. With the exception of the Coastal Bend Detention Center, local transportation shall be limited to a 50 mile radius of PIDC, not to exceed a total of 10,000 miles per month.

- The Contractor staff shall receive intensive training in safe, effective procedures for restraining, controlling and managing detainees during transport and shall be subject to the same regular, unannounced drug and alcohol testing provided to all other officers.

- The Contractor shall develop Post Orders for all proposed post assignments in accordance with Section C.7.

- The Contractor shall ensure that Transportation Services are performed in accordance with the terms and conditions of this contract, ICE PBNDS 2011, ACA standards, and Post Orders (see Section C.7).

- The Contractor shall ensure that officers are properly trained in accordance with Section C.16 to include intensive training in safe, effective procedures for restraining, controlling and managing detainees during transport.

- The Contractor shall ensure that during all transport activities, at least one Transportation Detention Officer that is of the same sex as the detainee(s) is present.

- The Contractor shall provide Transportation Detention Officers for twenty-four (24) hour services at facilities and/or hospitals when needed. More than one Officer may be required, depending on the number of detainees to be transported, hospitalized, and / or the level of security required at the hospital or facility.

- The Contractor shall not allow employees to use their privately owned vehicles to transport detainees.

- Transportation officers shall have the required state licenses for commercial drivers with the proper endorsement limited to vehicles with Automatic Transmission and the state DMV Medical Certification.
• The Contractor shall ensure that records and documentation concerning the detainee(s) to be transported and/or escorted are delivered to only the named authorized recipients. The Contractor shall ensure detainee material is kept confidential and not viewed by any person other than the authorized recipient.

• The Contractor shall assign at a minimum two (2) transportation officers as a team and on a daily basis. These assigned teams shall be distributed throughout a twenty-four (24) hour period, seven (7) days a week, to include weekends and Federal 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.

6.3.1 Contractor Provided Vehicles

The Contractor shall furnish vans (e.g., 12 passengers) to accommodate local transportation runs as required by the COR. The vans shall contain separation cages. A minimum of one (1) van shall be available at all times that meets ADA guidelines and contains a wheelchair and wheelchair lift. These vehicles shall be reviewed and approved by the COR or ICE designee. With regard to transportation vehicles, the Contractor shall meet the following objectives:

• The Contractor shall be responsible for maintenance and gas for the vehicles.

• Each vehicle shall include enough secure cargo space to transport detainees and detainees’ property.

• The Contractor shall furnish the vehicles in accordance with all applicable ICE PBNDS 2011 standards.

• The Contractor shall ensure that each vehicle is equipped with ample restraints as needed.

• These vehicles shall be equipped with interior security features such as, but not limited to, door lock controls, window locks, lockboxes for firearms, and a wire cage with acrylic panel between the driver seat and the passenger seat.

• The Contractor shall comply with all local, federal and state laws and regulations with regard to inspections, licensing, and registration for all vehicles used for transportation.

• The Contractor shall provide a second form of communication (Mobile, base and within each vehicle) to compensate for “dead areas” or problems with the primary radio system. The Contractor shall also provide compatible radios to designated ICE personnel to allow communication between ICE and Contractor staff in the event of an emergency.
• The Contractor shall ensure that each vehicle is afforded ample back-up emergency supplies to include but not limited to fire extinguishers, filters, belts, flares, and bolt cutters.

The Government will provide the Contractor with parking at PIDC.

6.4 Food Service

The Contractor shall provide all personnel, supervision, items and services necessary to perform full food service (including satellite meals and/or sack lunches) at PIDC and for designated transportation routes. This includes, but is not limited to, satellite service vehicle(s), serving line, meal trays, carts, coolers, cambros, chemicals, etc. Contractor tasks include, but are not limited to, menu planning, ordering food and supplies, receipt, storage, inventory and recordkeeping, food preparation, meal service, dining facility management, cleaning facilities, equipment, and utensils, quality control, ensuring operator level maintenance and cleaning, and in the event of a contingency, performing required tasks to include continued service.

The Contractor shall use any and all approaches, within the constraints of the contract, to effectively and efficiently accomplish the requirements of this SOW in a timely manner, at reasonable cost while maintaining compliance with applicable guidance from the American Correctional Association (ACA), PBNDS 2011, United States Department of Agriculture (USDA), Food and Drug Administration (FDA), OSHA, and applicable DHS/ICE policies and procedures (see Section C.23). These services shall be made available from the Contractor twenty-four (24) hours a day, 365 days of the year, including Federal Holidays and in accordance with policies and procedures. A sample menu and food service estimates are provided for reference at Attachment 2, Sample Menu/Food Service Estimates.

6.4.1 Menu Planning and Meal Service

The Contractor shall provide labor, supplies, equipment and transportation to meet the following objectives:

• The Contractor shall develop, implement, and adhere to menus subject to the standards identified in the ICE PBNDS 2011. Menus shall adhere to the standard daily rations and recommended daily allowances for adult detainee populations. These menus shall include three meals, two of which shall be hot meals and shall be provided at regular times during each twenty-four (24) hour period.

• There shall be no more than fourteen (14) hours between the evening meal and breakfast. The meal schedule shall be established by ICE for the facility. Variations may be allowed, based on weekend and holiday food service demands and emergencies, provided basic nutritional goals are met and the COR has granted approval.
• The Contractor shall staff meal service crews with adequate personnel to meet time schedules and maintain sanitary conditions throughout the meal shifts. Detainee work detail volunteers may assist food service staff, but shall not be depended upon to fulfill basic SOW requirements.

• The Contractor shall provide an adequate number of staff for full food services at a facility the size of PIDC. The proposed staffing for the food services shall be in accordance with ICE PBNDS 2011, including one (1) Food Service Manager, with an adequate number of staff in the following areas:
  • Assistant Food Service Manager(s)
  • Cook II’s
  • Cook I’s
  • Warehouse operator(s)

• The menu shall incorporate regular, vegetarian, religious and medical diets. Preparation of the menu shall account for the cultural diversity and dynamics of the detainee population. Questions regarding orders for special diet meals shall be resolved with the COR prior to preparation and delivery. The Contractor shall not use pork or products containing pork in any menu item under this contract.

• The Contractor shall provide special dietary meals (i.e., medically ordered) upon request by the COR.

• The Contractor shall have each menu and special dietary menus certified by a registered dietician and, when needed, by a chaplain. Certified menus shall be submitted to the COR for review and approval within thirty (30) days after contract award. Substitutions and/or menu revisions are not permitted without advanced approval from the COR. The Food Service Manager or Cook Supervisor shall change the menu from time to time to meet changing availability or cost of ingredients. Changes shall be made within the dietician approved nutritional guidelines. The Cook Supervisor shall document any changes made, and report them to the Food Service Manager. One-time (i.e., emergency) substitutions can be approved by the COR or ICE designee. The Contractor shall not make any substitutions or changes to the menu or the actual meals served without prior written approval of the COR.

• The Contractor shall prepare and package food in accordance with the ICE PBNDS 2011. The Contractor may provide pre-assembled meals, or may bring the individual food items to the facility and assemble the meals on-site in the “Food Service Area” where applicable.

• The Contractor shall provide sample meals upon request for review by the COR or designee to assure Contractor compliance. Requests may be random and unannounced.
• The Contractor shall prepare sack lunches at the direction of the COR to support detainee intakes after regular food service hours, transportation and detainee removals flights.

• The Contractor shall provide a Certified Dietician to provide education to food service staff quarterly and inspect the food service operation during the scheduled visit.

• The Contractor shall provide meals during certain religious holidays, such as Ramadan and Passover, at certain specified times and in coordination with each facility’s chaplain.

6.4.2 Positions in Food Service

The Contractor shall provide sufficient qualified personnel to ensure prompt, professional and efficient service at all times including those instances when civic groups have been authorized to use the facility. In order to achieve these objectives, the Contractor shall, at a minimum:

• Submit a food service Staffing Plan and shall maintain this staffing in accordance with the Staffing Plan. Cross-training within these Contractor food service positions is encouraged to maintain continuity of food service operations in the event that staff shortages occur at any time during contract performance.

• The Contractor shall be responsible for food service personnel Contractor appearance. The Contractor shall provide uniforms, including shirts, pants, cap, aprons/chef coats, personal protection equipment (PPE), non-slip safety shoes and identification badges to all food service employees. The uniforms and footwear (safety shoes) are subject to approval by the COR or ICE designated official.

• The Contractor shall ensure that all food service personnel are trained in accordance with applicable ACA and PBNDS 2011 standards prior to beginning work at PIDC.

• The Contractor shall provide a full-time on-site Food Service Manager that shall report to the Project Manager. The Food Service Manager shall be the point of contract for the COR or ICE designated official regarding: food service training programs; food service quality control programs; food service reports and deliverables; food and supplies inventory; planned menus; dietician approval of nutritional content; and, accounting operations.

• The Food Service Manager will notify the COR of all incidents in the department.
• The Food Service Manager shall be responsible for ensuring that gloves, hair restraints and personal protection gear are worn at all times during operation.

• The Food Service Manager shall provide direction and oversight to the Cook Supervisors, who shall supervise all food service employees.

• The Contractor shall ensure that all food service employees are trained in accordance with Section 16.8.

6.4.3 Detainee Food Service Workers

The Detainee Voluntary Work Program will be provided as a Government-furnished service for Contractor use, in accordance with PBNDS 2011. The Government cannot guarantee that workers will be available in sufficient quantities for any given period. These detainees shall participate in serving meals and clean-up. Detainee workers shall not prepare or cook any meals. Additionally, the Government reserves the right to direct the immediate replacement of any detainee at any time.

If Detainee workers are used, the Contractor personnel shall submit the Detainee Screening Form to the COR. Once hired, the Contractor shall:

• Train the newly assigned detainee workers in the rules and procedures of the food service department to include the explanation and demonstration of safe work practices and methods, chemical handling, and the identification of the safety features of individual products / pieces of equipment.

• Train and require detainees complete Basic Fundamentals in Food Safety Training

• Train the assigned detainee regarding workplace hazard recognition and deterrence, including the safe handling of hazardous materials.

• Instruct the detainee with regard to the use of protective devices and clothing, and reporting procedures for malfunctions or other safety-related problems.

• Notify the COR of any confirmed acts of wrongdoing by any detainee workers.

• Document and maintain records of all training conducted and detainee clearances to work in the food service department.

Additionally the Contractor shall:

• Train its food service employees in issues regarding detainee rights and facility security and control in order to ensure proper supervision.
• Ensure that food service employees are responsible for assigning work tasks and supervising detainee workers.

• Work closely with Detention Officer(s) assigned to observe and control the work detail detainees.

• Food service personnel as well as facility detention staff shall conduct food service area searches.

• Immediately report any perceived threat to the Detention Officer or Supervisory Detention Officer on duty.

• Notify the COR or ICE designee of any confirmed acts of wrongdoing by any detainee workers. The Government reserves the right to direct the immediate replacement of said detainee worker(s).

• Notify the COR of all accidents regarding detainees injured in the food service department.

• Avoid disciplining any detainee or violating any detainee rights during work time.

6.4.4 Food Preparation

• The Contractor shall follow Government provided food preparation guidelines for foods utilized from the storeroom. The Contractor shall utilize set recipes that meet the demand of the diverse population. The Contractor shall progressively prepare food items to ensure optimum freshness, flavor, color, texture and nutritional value.

• Meals shall be prepared, delivered, and served under the supervision of the Food Service Manager in accordance with approved recipes. The Contractor shall ensure that Cook Supervisors understand recipe instruction of COR approved recipes and menu requirements.

• Food service workers shall thoroughly wash fruits and vegetables with fresh water before cooking or serving raw. Handling of raw foods shall be kept to a minimum.

• The Contractor shall taste test all prepared food items with a clean fork or spoon only. Use of a food preparation utensil awaiting washing is prohibited. All taste testing utensils used, unless disposable, must be washed and sanitized after each use.

• The Contractor shall cook and serve all food items at the proper temperature to avert any food safety hazard. A temperature test shall be performed and
recorded at each meal. Testing instruments shall be calibrated and tested frequently to ensure they are accurate and functioning properly.

- The Contractor shall ensure that all foods are thawed properly. Thawed foods shall not be allowed to cool down during the cooking process.

- The Contractor shall ensure that all food items are protected to prevent contamination from dust, insects, rodents, unclean utensils and work surfaces, unnecessary handling, coughs and sneezes, flooding, draining, overhead leakage, and other sources of contamination.

- The Contractor shall not use, or serve any canned food that has abnormal color, taste, or appearance; has passed its expiration or use by date; or which is contained in cans that show abnormalities such as bulging at ends, swelling, or leakage. The Food Service Manager shall frequently inspect canned goods for signs of damage.

- The Contractor shall control food preparation in such a manner as to limit leftovers and waste. All waste must be documented and reported to the COR.

6.4.5 Satellite Meal Service

- PIDC does not utilize a designated detainee cafeteria at this time. All meals are prepared in the food preparation areas and then delivered as satellite meals at the appropriate temperatures to the detainee housing units. The Contractor shall provide satellite meals to the detainee housing units or designated detainee cafeteria (if implemented) as directed by the COR or ICE designee. The Contractor food service employee assigned to deliver the satellite service meals shall sign for meals received and maintain this documentation. The Contractor food service employee shall be responsible for picking up all non-expendable equipment and wares furnished with these meals. If the property is not returned, the Contractor shall contact the Supervisory Detention Officer regarding its return.

- The Contractor shall ensure that the temperature of foods is maintained in accordance with ACA, PBNDS 2011 and all other applicable regulations. Satellite food service meals shall be delivered within acceptable temperature ranges (120 degrees Fahrenheit for hot meals and 35-40 degrees Fahrenheit for cold meals). Hot food shall be delivered in enclosed, insulated hot cabinets and maintained at 140 degrees Fahrenheit. Food shall be maintained at safe levels and the Contractor shall re-heat food until it is brought back to safe temperatures.

6.4.6 Therapeutic Diets

- The Contractor shall prepare and serve therapeutic diets to detainees in accordance with the orders of the treating clinician or as directed by the
responsible health authority official. Prescriptions for therapeutic diets shall be specific and complete, furnished in writing to the food service contract manager and reissued in accordance with the applicable standard.

- Therapeutic diets shall be kept as simple as possible and should conform as closely as possible to the foods served to other detainees. The Contractor shall maintain a therapeutic diet manual in the food services areas for reference and information.

- The Contractor shall follow prescribed procedures of identification to ensure that the proper detainees are provided with the special meals.

6.4.7 Special Diets

- The Contractor shall prepare and serve religious/special diets to detainees according to the written orders of the facility chaplain or ICE specification as required. Written orders for religious/special diets due to adherence to religious dietary laws shall be furnished to the food service contract manager by the facility chaplain and reissued quarterly, as necessary.

- Special diets shall be kept as simple as possible and should conform as closely as possible to the foods served other detainees. The Contractor shall maintain a religious/special diet roster which indicates the names of the detainees who require religious/special diet meals, and it shall be annotated when they receive the special approved meals.

- Common fare or religious/special diet meals shall be served with disposable plates and utensils by the Contractor, unless special plates and utensils are set aside for these meals. The Food Service Manager shall consult with the chaplain to confirm proper procedures.

6.4.8 Emergency Food Service Plan

- The Contractor shall develop and implement an Emergency Food Service Plan, as approved by the COR, that assures continuity of food services in cases of natural or man-made disasters, or other conditions affecting either preparation or delivery of meals. The Contractor shall provide emergency and evacuation food service support in accordance with the local detention center’s emergency plans. In emergency situations, the food service department shall be required to prepare one or more sack meals for each detainee being evacuated and may require one or more food service employees to travel and support the evacuation operation.

- The Contractor shall make food service employees available to work extended overnight hours depending on the nature of the emergency with COR approval.
- During emergencies, such as escapes, the Contractor shall be responsible for the shutdown of the kitchen, which includes tool inventories, and may be required to provide satellite feeding if detainees are returned to the dorms.
- The Food Service Manager shall work closely with the Contractor’s Project Manager, COR, and/or most senior on-site Supervisory Detention Officer during any emergency in order to coordinate all activities with critical facility security and control requirements. Control of knives and other potentially dangerous materials shall be confirmed during emergency conditions at the facility.
- The Emergency Food Service Plan shall be provided with the proposal as a part of the Quality Control Plan (QCP) (see Section C.20.1).

**6.4.9 Sanitation**

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

- All vendors providing meals under this contract shall comply with all health and sanitation standards stipulated by the FDA, USDA, OSHA, DHS/ICE policies and PBNDS 2011.
- The Contractor shall provide all necessary chemicals, equipment and materials needed to maintain a high level of sanitation in the food service department. All items needed to accomplish this task must be approved by the COR or ICE designee.
- The Contractor shall clean and clear dining room tables to ensure a neat, clean appearance at all times. The Contractor shall clear, clean, and sanitize surfaces using solutions meeting ACA Standards for dining room tables, chairs, or benches at a rate sufficient to ensure tables are cleared and cleaned following each setting.
- The Contractor shall ensure that both the external and internal areas of operation are clean and sanitary in accordance with the SOW. These areas include, but are not limited to, the kitchen areas, dining hall, loading dock and receipting areas, storage areas, restroom facilities and department grounds.
- The Contractor shall assure that the floor is free of debris and liquids. Proper safety guidelines shall be adhered to at all times. This shall include the wearing of safe “rubber-soled” shoes by all food service workers. Signs shall be placed to notify patrons of hazardous floor conditions when floors are being mopped or waxed. The Contractor shall provide Floor Mats for use in appropriate areas and shall also clean and/or replace the Floor Mats as needed.
- The Contractor shall clean and sanitize all dishes, pots, and pans, and cooking equipment. This shall include the undersurface of cooking and ventilation hoods.
It shall also include walls and ceiling surfaces. The Contractor shall ensure that there is a reliable supply of hot water, both in mechanical cleaning devices and from the tap, and that the water temperature each day is adequate (105 degrees to 120 degrees Fahrenheit) in order to sanitize all utensils and surfaces.

- The Contractor shall comply with sanitation requirements of the FDA Food Code, USDA, OSHA and all other applicable regulations which result in at least a “Satisfactory” health inspection rating.

- The Contractor shall inspect the food service facility daily, maintain a food service inspection log and submit this log to the COR or ICE designee at a minimum each week.

- The Contractor shall implement programs and train employees to ensure that the food service operates with a “culture of cleanliness and sanitation.”

- The Contractor shall insure that, all persons involved in the preparation of the food receive a pre-assignment medical examination and periodic re-examination to ensure freedom from illnesses and communicable diseases. Any person medically diagnosed with an illness or communicable disease must be re-examined and medically cleared before returning back to work.

- The Contractor shall ensure all food service employees have and maintain a food service handler’s certificate issued by the state of Texas.

- The Contractor shall insure that all food handlers are instructed to wash their hands upon reporting to duty and after using the restroom facilities and that all persons working in food service area are monitored each day for health and cleanliness by the food service supervisor or designee. This health check shall focus on any skin conditions, or external symptoms that can come in contact with food or with surfaces where food may be prepared or served. Food service personnel shall wear gloves whenever “ready to eat” foods are being prepared or served.

- The Contractor shall implement a Recycling Program in all food service areas to collect recyclable materials for pick up by a state of Texas authorized waste recycling service provider(s). The Contractor shall provide a copy of its Food Services Recycling Plan to the COR on an annual basis. Contractor staff shall follow this Recycling Program at all times.

- The Contractor shall be responsible for providing recycling containers for use in the food service areas.

- Trash removal from designated areas is considered to be a Government furnished service. The Contractor shall be responsible for the removal of trash
and recyclable materials from the food service department to the designated areas to avoid trash build up.

- The Contractor shall establish and execute a pest control program. The Contractor shall be responsible for pest control in the food services department, including contracting the services of an outside exterminator. The Contractor shall have any outside exterminator approved by the COR or designated ICE official before any services are rendered. The Contractor shall immediately report all pest sightings or concerns to the COR or ICE designee.

- The Contractor shall take appropriate action to ensure that food service processes are not affected by immediate pest control situations.

- The Contractor shall ensure that “air curtains” or other devices are used in the food storage doorways, walk-in refrigerator doorways, etc., to minimize pest access to food service areas.

6.4.10 Ordering

- The Contractor shall create orders using ICE approved sources for food supplies and service items based upon menus submitted and approved by the COR.

- The Contractor shall only purchase items needed for detainee use and other facility needed functions approved by the COR or designated ICE official.

- The Contractor shall supply the COR with a directory of all sources of supply, the time and date of receipt of edible food supplies, non-edible food service supplies and schedules for food preparation and serving.

- The COR or designated ICE official reserves the right to reject any food, food service product (edible or non-edible), component or service failing to meet testing and analytical standards.

6.4.11 Receipt, Storage, Inventory and Accounting

- Received orders shall be checked against purchase orders to confirm that all items delivered match orders. Contractor personnel shall notify the Food Service Manager of any short deliveries and assess the impact of these shortages on food preparation and the menu. It shall be the responsibility of the Contractor to use standard accounting procedures, including inventory practices, in order to document all food received, issued and transferred between facilities.

- The Contractor shall receive and account for all delivered food items and date all food shipments in accordance with the applicable standards. The Contractor shall inspect the food items received for deterioration or damage and check temperatures on all refrigerated and frozen foods. Receiving personnel shall
reject all food items that appear damaged or not delivered at the proper temperature.

- The COR or designated ICE official may, at any time, conduct sampling, testing and/or analysis on any food, food product, or component thereof provided under the contract. The intensity and frequency of sampling shall be at the discretion of the COR and of sufficient extent to assure the Contracting Officer that the Contractor is meeting all contractual requirements and applicable standards for food service. Analysis shall be conducted to determine product compliance and suitability. The COR reserves the right to analyze the suitability and adequacy of all food products, the Contractor’s sources of supply, ordering procedures, delivery methods, food service procedures, equipment and facilities. Testing samples taken by the COR, including the rejection of any supplies or services, shall be solely at the Contractor’s expense.

- The Contractor shall place the date of receipt on the packaging and store items in the stockroom upon receipt using the First In - First Out (FIFO) process. Stored shelf goods shall be maintained at 45 degrees to 80 degrees Fahrenheit, refrigerated foods at 35 degrees to 40 degrees Fahrenheit, and frozen foods at 0 degrees Fahrenheit or below, unless specified otherwise by applicable standards. Stored shelf goods shall be maintained in accordance with applicable standards.

- The Contractor shall utilize a “Perpetual Inventory” process for recording all food service purchases and food distribution. The Contractor shall maintain an accurate, continual inventory of food in storage. Quantities stored shall be the responsibility of the Contractor and the Contractor shall not store less than a fifteen day supply of food on hand in accordance with PBNDS 2011. Food storage inventory documentation shall be submitted weekly to the COR.

- The Contractor shall document and report any food spoilage or waste to the COR on a weekly basis. All costs related to food spoilage shall be borne by the Contractor.

- The Contractor shall be responsible for food service budgeting, purchasing and accounting practices, to include but not limited to: food expenditure cost accounting designed to determine monthly cost per meal per detainee; estimation of food service requirements; responsiveness to detainee eating preferences; and refrigeration of food with specific storage periods.

- The Contractor shall maintain accurate records of all meals served. These records shall include at a minimum the number of meals served to detainees, employees, staff, and meals served off-site including sack lunches and Justice Prisoner and Alien Transport Services (JPATS) meals on a daily and monthly basis. The Contractor shall supply the Food Service Manager with a computer, color copy/printer, scanner/fax and a database to track the food

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service accounting and recordkeeping requirements. Internet, phone lines, and all office supplies shall be provided by the Contractor. The Contractor shall supply additional computer(s) for food service employees as required. These computer(s) shall be made accessible to the Government and shall comply with all facility regulations regarding internet connectivity.

- The Contractor shall account for all non-edible supply usage and provide a monthly report to the COR or ICE designee.

### 6.4.12 Keys, Knife and Tool Control

- The Contractor shall develop and implement a written policy to ensure that all keys, all Class A and Class B tools, and all knives are properly controlled and secured in accordance with the applicable ACA and PBNDS 2011 regulations. In accordance with these policies and guidance from the COR or ICE designee, the Contractor shall ensure at a minimum through this written policy that all can lids shall be disposed of in a safe and secure manner; all tools issued shall be secured and accounted for at every meal; every knife shall have a steel shank that allows a cable to run through it; and, every knife storage area shall have a secure locking device.

- The Contractor shall implement an inventory of knives in order to confirm that the correct numbers and types of knives are secured and accounted for. The Contractor shall search for lost tools, utensils, etc., and provide a written report of loss immediately to the COR or ICE designee and the Supervisory Immigration Enforcement Agent on duty.

- The Contractor shall ensure that employees are trained on this policy in order to avoid the loss of control over keys, knives, can lids and other sharp objects that can lead to serious facility security and physical threats to employees.

### 6.4.13 Equipment Maintenance and Repair and Inventory

The Government shall provide any food service equipment maintenance or repairs to Government furnished equipment only, with the exception of any maintenance or repair of equipment required as a result of Contractor negligence, loss or mistreatment. The Contractor shall be responsible for all maintenance and repairs of Contractor owned equipment.

- The Contractor shall require that the Food Service Manager and Cook Supervisor inspect all equipment daily, and submit work orders to the COR or ICE designated official for any needed repairs. Damage caused by the Contractor to Government furnished equipment shall be reported immediately.

- The Contractor shall provide an inventory of all Government furnished food service equipment to the COR or ICE designated official annually.
6.4.14 Employee Meal Purchase Program (Meal Ticket Program)

The Contractor shall be responsible for the operation and administration of the PIDC Meal Ticket Program, in accordance with PBNDS 2011 (4.1 Food Service, Para. 8 “Meal tickets”). Employees will be able to purchase breakfast, lunch and dinner meal tickets at a rate not to exceed the facility’s average meal cost. All proceeds collected from this Meal Ticket Program shall be credited back to the Government on the following month’s invoice. During the Transition Period, the Contractor shall develop specific program guidelines for implementation and administration of this program subject to COR approval.

C.7 POST ORDERS

The Contractor shall develop written post orders for each location, in accordance with the ICE PBNDS 2011. The Contractor shall maintain the post orders, and furnish them to the COR if requested. Post orders shall be:

- Based on DHS/ICE standards and policies (see Section C.23), and facility practices.

- Kept current at all times and formally reviewed at least annually and updated as needed by the COR.

- Written so that each Officer assigned to the post knows the procedures, duties, and responsibilities of that post. The post orders shall contain step-by-step procedures in sufficient detail to guide an Officer assigned to that post for the first time and provide for the assignment of appropriate relief personnel through the use of unassigned Transportation Officers, break officers, or other reserve force personnel.

- Indicate that the Detention Officer shall not leave his post until relieved by another Detention Officer.

- Acknowledged by each Officer assigned to the post by signing and dating records. Each time an Officer receives a different post assignment, he or she shall be required to read, sign, and date those post orders to indicate he or she read and understands them.

- Submitted to the COR for review and approval within thirty (30) calendar days after contract award. Updates shall be submitted to the COR for review and approval prior to implementation.

- Not be removed from the designated post, or from the Government site, or be
In accordance with the post requirements of the facility, the Contractor shall incorporate a muster time at the beginning of each shift in order to ensure continuity of operations.

C.8 LOGBOOKS

At each post, the Contractor shall provide a logbook for Officers to complete and document activities. All logbooks shall be retained for the entire duration of the contract, and shall be provided to the COR upon request.

At a minimum, Logbooks shall contain the following information:

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

Logbooks are addressed further in Section C.11.2 and are provided by the Government.

C.9 FACILITY SECURITY AND CONTROL

The Contractor shall comply with all requirements specified in the ICE PBNDS 2011 to maintain security and control at facilities at all times. This may include, but is not limited to providing the services listed below.

9.1 Admission and Release

The Contractor shall develop SOPs within thirty (30) calendar days of award to ensure a secure and orderly operation when detainees are admitted to or released from the facility. The Contractor shall:

- Start a detainee detention file for each person (see Section C.20.7 Record Keeping). This file shall contain all paperwork generated during the detainee’s stay at the facility. The Contractor shall maintain accurate records and documentation on all detainees’ admission, orientation, and release. All detainee
files are to be prepared, maintained, retired, and disposed of in accordance with DHS/ICE policies. The Contractor shall develop policies and procedures to ensure the confidentiality and security of all detainee files. The files are considered the property of the Government.

- Fingerprint all detainees in accordance with DHS/ICE standards.
- Classify detainees in accordance with DHS/ICE standards. Detainees shall be classified upon arrival and before being admitted into the general population.
- Perform standard body searches. Searches shall be conducted in the least intrusive manner practicable.
- Inventory and safeguard all detainee(s) personal belongings. Upon admission, each detainee’s personal property and valuables shall be checked, inventoried, receipted and stored. Identification documents shall be secured in the detainee’s file.
- Administer a health questionnaire to screen detainees for medical and social conditions.
- Issue detainees Government furnished clothing, bedding, towels and personal hygiene items.
- Complete required procedures and forms for detainees to be released, removed, or transferred from the facility.

9.2 Discipline

The Contractor shall comply with ICE PBNDS 2011. The Contractor shall ensure appropriate disciplinary action is taken against any detainee who is not in compliance with the rules and procedures of the facility.

9.3 Direct Supervision of Detainees

The Contractor shall provide supervision of all detainees in all areas, including supervision in detainee housing and eating areas, to permit Detention Officers to hear and respond promptly to emergencies.

9.4 Counts

The Contractor shall maintain detainee accountability. A minimum of five (5) counts will be conducted every twenty-four (24) hours, with at least one count being performed per shift. A Face to Photo count will be conducted after the evening meal. All counts shall be documented in logs where the detainees are housed, and shall be maintained for the duration of the contract. Count records shall be available for review upon request, and
shall be secured away from the detainee population at each facility.

The Contractor shall amend the performance of counts as required by the Government, to include changes to the Staffing Plan.

9.5 Daily Inspections

The Detention Officers shall conduct daily inspections of all security aspects of the ICE sites identified in this SOW. The Detention Officers shall check all bars, locks, windows, walls, floors, ventilation covers, glass panels, access plates, protective screens, doors, lights, and equipment for operational wear and detainee tampering. The Detention Officers shall also report slippery floor surfaces. This documentation shall be made daily in ICE logbooks and on “Work Request Forms” provided by ICE. Problems discovered during these inspections shall be clearly identified in the documentation.

The Contractor shall also notify the COR of any abnormalities or problems. The Contractor shall immediately notify the COR of any physical facility damage. Written documentation of these Inspections shall be submitted to the COR by the end of the shift.

9.6 Control of Contraband

The Contractor shall conduct searches for contraband, at least twice a week, in all areas in which detainees have access. Searches shall be random and unannounced. During the searches, detainee possessions shall be disturbed as little as possible. Contraband items shall be immediately confiscated and logged into a Contraband logbook. The Contractor shall document records of the searches in a logbook and forward a report to the COR within twenty (24) hours after discovery of the contraband items.

9.7 Keys and Access Control Devices

The Contractor shall enforce key and access control device policies for each respective facility. The Contractor is responsible for all devices issued to them for ICE buildings, gates, and locks. The Contractor shall sign and acknowledge receipt of these devices. The Contractor shall follow facility procedures that include, but are not limited to, the following:

- Security keys and access control devices shall not be removed from the site.
- Notify the COR immediately if a key or locking mechanism is compromised or lost.
- Emergency keys shall be available in the site specific, main facility control center.
9.8 Entrance Access Controls

The Contractor shall maintain and uphold the personnel entrance, the personnel identification systems, and package inspection procedures in accordance with facility specific security guidelines for each respective site.

9.9 Control of Chemicals

The Contractor shall adhere to ICE PBNDS 2011, ACA and Occupational Safety and Health Administration (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.

9.10 Policy Regarding Use of Force

ICE restricts the use of physical force by Detention Officers to circumstances 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. In no case shall physical force be used as punishment or discipline. The Contractor shall adhere to ICE PBNDS 2011 on the use of deadly and non-deadly force to include the use of intermediate and deadly weapons.

9.11 Use of Force Report

Detention Officer(s) shall immediately report all instances of use of physical force to his or her immediate supervisor. Prior to leaving his or her shift, the Detention Officer(s) shall prepare a written report and submit it to the Supervisory Detention Officer. The Supervisory Detention Officer shall review, approve and provide the report to the ICE Supervisory Immigration Enforcement Agent prior to the end of shift.

The Use of Force Report shall include the following information:

- An accounting of the events leading to the use of force.
- A precise description of the incident to include date, time, place, type of force used and reasons for employing force.
- A description of the persons (Detention Officers or detainees) who suffered described injuries, if any, and the treatment given.
- A list of all participants and witnesses (Contractors, detainees and ICE
personnel) to the incident.

- All video recordings documenting the use of force.

### 9.12 Key Indicators Report

The Contractor shall provide a weekly Key Indicators (Facility Director Staffing) Report (Sample provided at Attachment 3) to the COR or ICE designee. This report shall indicate the key personnel positions of the facility (e.g., position title, name of the employee, vacancies and length of vacancies, dates of service, additional comments). This report must be submitted to the COR or ICE designee weekly for the previous week’s activities and staffing. The Contractor shall utilize a computer-based reporting system so that the weekly status report and key indicator report is searchable, consistent with the Contractor’s personnel files, payroll and invoicing records, and accessible to the COR. This report shall be delivered to the COR electronically on a weekly basis.

### 9.13 Use of Restraints Policy

The Contractor shall comply with ICE PBNDS 2011 governing the use of restraint equipment. Restraints shall never be applied as punishment or 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 ICE Health Service Corps (IHSC) representative. Restraints consist of handcuffs, waist restraints, and leg restraints. The Contractor 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 not included in the ICE PBNDS 2011.

### 9.14 Intelligence

The Contractor shall have policies and procedures in place to collect and disseminate observed intelligence information and enter this information into the DHS/ICE Enforcement Integrated Database (EID), also known as “ENFORCE.” This information should 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 correspondence; 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 as discovered.

### 9.15 Computer Security

The Contractor shall manage computer equipment and services in accordance with all federal security, privacy laws, and regulations established to protect 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 the appropriate clearance, who require this information in the course of their official duties.
- Not disclose information obtained pertaining to ICE detainees to a third party without written permission from the COR.
- Develop a procedural system to identify and record unauthorized access, or attempts to access ICE detainee information.
- Notify the COR within four (4) hours of a security incident.

**9.16 Control of Sensitive Data**

The Contractor shall provide administrative control of sensitive data being processed and adhere to all DHS/ICE procedures outlined in DHS Sensitive Systems Policy Directive 4300A (see Section C.23) when utilizing DHS/ICE telecommunications and/or automated systems.

The Contractor and/or his/her employees who fail to comply with the DHS/ICE security policy are subject to having their access to systems and facilities terminated, whether or not the failure results in criminal prosecution. Any person who improperly discloses sensitive information is subject to criminal and civil penalties and sanctions under a variety of laws (e.g., Privacy Act). The Contractor shall continually evaluate all employees that access DHS/ICE information systems, and be aware of any unusual or inappropriate behavior by employees accessing systems. The Contractor shall report any unauthorized access, sharing of passwords, or other questionable security procedures to the COR.

All Contractor employees using DHS/ICE automated systems or processing DHS/ICE sensitive data shall be required to receive annual Security Awareness Training. The training will be provided by the appropriate DHS/ICE component agency.

**9.17 Lost and Found**

The Contractor shall log and maintain all lost and found articles. The Contractor shall report all lost and found items to the COR.

**9.18 Escapes**

The Contractor shall take all appropriate measures to prevent escapes. The Contractor shall notify the COR immediately if an escape or an attempted escape has occurred. The Contractor shall provide the COR with a detailed written report by the end of the
shift in which the incident occurred. The Contractor shall be held to the following standards concerning escapes:

- The Contractor assumes absolute liability for the escape of any detainee in its control.

- Escapes shall be grounds for removing the responsible Contractor employee(s) from duty if the Contractor employee(s) is/are determined by the Contractor or the COR to be noncompliant with the contract. Notice of removal shall be provided to the CO.

- Corrective actions to prevent future escapes or attempted escapes shall be taken immediately and communicated to the COR. The Contractor shall provide a written After-Action report, documenting the corrective actions that were taken. The After-Action report shall be provided to the COR within three (3) calendar days of the escape or attempted escape incident.

9.19 Voluntary Work Program

- The Contractor shall administer and operate the PIDC detainee voluntary work program. The program shall conform to ACA and PBNDS 2011 requirements.

- The program shall include proper documentation and accounting of training received, days worked, and, wages received.

- Detainees will be allowed to work outside the secure perimeter of the facility under the supervision of Contractor detention officers.

- The Contractor shall develop a site-specific Voluntary Work Program operations manual for the management of this program. The manual should be developed during the transition period of the contract and presented to the COR for approval.

9.20 Mail Facility

The Contractor shall operate a secure detainee mail facility onsite for the purposes of screening detainee incoming and outgoing mail for contraband and/or compliance with the provisions of the detainee handbook.

Detainee mail shall be handled and distributed in accordance with the provisions of Section 5.1 of PBNDS 2011, the PIDC detainee handbook and applicable ACA Standards.

9.21 Communications Control

The Contractor shall provide Communications Control Services in the operation of the facility’s Control Center. The Contractor’s Chief of Security shall carefully screen the
Contractor staff for the highly responsible control center assignments. The communication specialist responsibilities include, but are not limited to, the following:

- Key control
- Count procedures
- Telephone and public address system operations
- Providing administrative and technical support in the Control Center on a daily basis and during emergency situations
- Operation of communications equipment, cameras, CCTV, and provide ongoing technical and administrative support to all facility staff
- Receipt and transmission of information to facility staff and detainee population
- Monitoring and coordinating facility security, life-safety and communication systems

C.10 HEALTH, SAFETY AND EMERGENCY STANDARDS

The Contractor shall comply with ICE PBNDS 2011 that specify actions to be followed in emergencies. The Contractor shall ensure that these emergency plans and procedures are accessible at all posts. The Contractor shall divert its Detention Officers from their normal duties to control emergencies. Emergency situations may include but are not limited to the following: detainee disturbances, taking of hostages, and evacuation of the site(s) including fires and acts of nature.

10.1 Disturbances and Serious Incidents

The Contractor shall document disturbances and immediately report all serious incidents to the COR. The Contractor shall provide a follow-up written report to the COR within twenty-four (24) hours of an incident.

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 use of force including use of lethal and less-lethal force (this includes detainees in restraints more than eight hours); assaults on staff/detainees resulting in injuries requiring medical attention (does not include routine medical evaluation after the incident); fights resulting in injuries requiring medical attention; fires; 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 (e.g., hurricanes, floods); fence damage; power outages; bomb threats; high profile detainee cases admitted to a community hospital; significant environmental problems that impact the facility operations; transportation accidents (airlift, bus, etc.) resulting in injuries, death or property damage; and sexual assaults.
Pursuant to ICE PBNDS 2011, 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.

10.2 Injury and Illness

The Contractor shall immediately assist employees, detainees, or others on the premises in need of immediate help or who are injured or ill. If appropriate, Contractor employees shall provide first aid. The Contractor shall immediately tell the COR on duty about all incidents that result in physical harm to or threaten the safety, health, or welfare of any person at the site including job-related injuries. If a detainee requires immediate medical attention, the Detention Officer shall notify the medical provider as well as the COR. The Contractor shall submit a follow-up written report to the COR within twenty-four (24) hours of the occurrence. The Contractor shall cooperate with ICE in reviewing serious incidents. A serious incident means any incident resulting in injury to a detainee, Contractor staff, ICE staff, or property damage. The Contractor shall submit a monthly injury report summary containing, but not limited to: name, time/date, location, circumstances, care rendered, current status, Worker’s Compensation status, and reference to identification of initial report.

10.3 Protection of Employees

The Contractor shall comply with ICE PBNDS 2011 and ACA standards to safeguard employees against exposure to blood borne and airborne pathogens. The Contractor shall supply and issue to its staff all required Personal Protective Equipment (PPE) required for performing their job.

10.4 Medical Requests

The Contractor shall adhere to ICE policies and procedures regarding detainee medical requests. If detainee requires immediate medical attention, the Detention Officer shall immediately notify his Supervisor via radio or telephone. The Contractor’s Supervisor shall, in turn, notify the medical provider and or provide transportation to nearest medical facility as needed. The Contractor’s Supervisor shall also notify the COR or ICE Supervisor on duty.

10.5 Emergency Medical Evacuation

The Contractor shall comply with ICE PBNDS 2011 and ACA standards for emergency medical evacuation of detainee(s) from within the facility.
10.6 Detainee Death

The Contractor shall comply with ICE PBNDS 2011 and ACA standards in the event of a detainee death. In the event of such an occurrence, the Contractor shall immediately notify the COR.

10.7 Sanitation and Hygienic Living Conditions

The Contractor shall comply with the requirements of the OSHA Act of 1970 and all codes and regulations associated with 29 CFR 1910 and 1926. The Contractor shall comply with all applicable ICE, federal 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 DHS/ICE policies, standards and procedures prevail.

10.8 Laundry Facility

The Contractor shall supervise and manage the PIDC detainee laundry facility. The Detainee Voluntary Work Program will be provided as a Government-furnished service for Contractor use (see Section C.9.19) in the laundry facility. These detainees shall participate in the laundry facility operations and the Government reserves the right to direct the immediate replacement of any detainee at any time.

The Contractor personnel shall submit the Detainee Worker Screening Form to the COR. Once hired, the Contractor shall:

- Train the newly assigned detainee workers in the rules and procedures of the laundry facility to include the explanation and demonstration of safe work practices and methods, and the identification of the safety features of individual products / pieces of equipment.

- Train the assigned detainee regarding workplace hazard recognition and deterrence, including the safe handling of hazardous materials.

- Instruct the detainee with regard to the use of protective devices and clothing, and reporting procedures for malfunctions or other safety-related problems.

- Notify the COR of any confirmed acts of wrongdoing by any detainee employees.

- Document and maintain records of all training conducted and detainee clearances to work in the laundry facility.

Additionally the Contractor shall:

- Assign work tasks and supervise detainee workers.
• Post Detention Officer(s) to the laundry facility to observe and control the work
detail detainees.

• Immediately report any perceived threat to the Supervisory Detention Officer on
duty.

• Notify the COR or ICE designee of any confirmed acts of wrongdoing by any
detainee employees. The Government reserves the right to direct the immediate
replacement of said detainee employee(s).

• Notify the COR of all accidents regarding detainees injured in the laundry facility.

• Avoid disciplining any detainee or violating any detainee rights during work time.

C.11 FACILITY, EQUIPMENT AND SUPPLIES

11.1 Property Accountability

The Contractor’s personnel shall not permit any Government property to be taken away or
removed from the premises unless the appropriate ICE disposition forms accompany the
property.

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 will remain the property of the
Government throughout the contract term. ICE will maintain a written inventory of all
Government property issued to the Contractor for performance hereunder. Upon expiration
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 beyond normal
wear and tear.

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

11.2 Facility, Equipment, Materials, Supplies and Instructions Furnished By the
Government

The Government will supply limited fixed assets within the facility for use by the Contractor
in accordance with the provisions of the contract. This includes fixed kitchen cooking
equipment such as ovens and range tops, laundry facility equipment such as washing machines and driers. Library reference materials and library computer equipment for detainee use shall also be furnished by the Government.

The Government will additionally provide the following items at no cost to the Contractor:

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

The Contractor shall be responsible for duplicating these standards and manuals for employees.

It shall be the responsibility of the Contractor to provide all Equipment, Materials, Supplies, Personnel, Resources and Services related to its own business operations and to provide any additional Equipment, Materials, Supplies, Personnel, Resources and Services related to the detention management of PIDC not identified as Government furnished equipment within this SOW or the contract.

C.12 PERSONNEL

12.1 Minimum Standards for Employee Conduct

The Contractor shall develop standards of employee conduct and corresponding disciplinary actions that are consistent with the standards of conduct listed below. 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 employee's beginning work under this contract.

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.

The Contractor shall hold employees accountable for their conduct based on these standards, which are not restricted to, but must include:
• Employees shall not display favoritism or preferential treatment to one detainee, or group of detainees, over another.

• Employees shall not enter into any business relationships with detainees or their families. This includes but is not limited to selling, buying or trading personal property.

• Employees shall not discuss or disclose information from detainee files or immigration cases except when necessary in the performance of duties under this contract or required by law.

• 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.

• 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.

• All employees are required to immediately report to the Project Manager or COR any violation or attempted violation of these standards.

• All employees shall maintain a professional appearance.

12.2 Minimum Personnel Qualifications

The Contractor shall ensure that each person employed under this contract, including any Subcontractor(s) meet the minimum personnel qualifications listed below. 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.

Minimum personnel qualifications are as follows:

• Employees 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 with permanent residence in the U.S. for the last five (5) years.
• Employees shall possess a high school diploma or equivalent (GED).

• Employees may not be currently employed by any federal agency, including active duty military, whereas their employment under this contract could present an actual or apparent conflict of interest.

• All employees shall be a minimum of twenty one (21) years of age.

• Employees must be capable of understanding and applying written and verbal orders, rules, and regulations in English. All personnel shall be literate and interpret printed rules and regulations, detailed written orders, training instructions and materials, and must be able to compose reports in English.

• All employees working as Detention Officers shall have as a minimum one (1) year of experience as a law enforcement officer or military policeman, or six months experience as a security officer engaged in functions related to detaining civil or administrative detainees.

• All personnel selected to transport or escort detainees must have a valid firearms license to possess and carry firearms under the regulations of the State of Texas.

• All personnel must have current First Aid and CPR certifications and be capable of using those skills to respond to apparently life-threatening medical conditions while awaiting a response from facility health care (IHSC) personnel.

12.3 General Health Requirements

The Contractor shall ensure that employees working under this contract are in good health, and without physical defects or abnormalities that would interfere with performing the duties described in the SOW. All Detention Officers shall pass a medical examination conducted by a licensed physician within thirty (30) calendar 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 completing the SF 88, Report of Medical Examination. If requested by the COR, the Contractor shall make employee medical records available for review. The Contractor will keep one duplicate copy of each SF 88.

The Contractor shall develop a Fitness for Duty policy that all employees read and sign. This policy shall include:

• Requirements for annual physical exam and Tuberculosis (TB) Skin test

• Fitness for Duty Requirements
Random Drug Testing policy

Right for Psychological Screening by the Contractor

Rules and Rights for Maternity

The Contractor shall furnish this Fitness for Duty policy upon request to the COR.

12.3.1 Detention and Transportation Officers Health Requirements

The Contractor is responsible for providing detention and transportation officers who can perform the requirements of this agreement in accordance with any ACA, ICE PBNDS 2011 and applicable State requirements for a detention and transportation officer including reasonable accommodations considered where appropriate.

12.3.2 Tuberculosis (TB) Testing

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.

12.3.3 Drug Screening

The Contractor shall screen every applicant for the use of illicit drugs. Drug testing will be ordered by the COR upon receipt of an applicant’s security paperwork/packet. Drug test results shall be submitted to the COR not later than twenty-one (21) calendar days after receipt of an applicant’s security paperwork/packet.

Urinalysis shall be used to detect the use of amphetamines, cocaine metabolites, opiates (morphine/codeine), phencyclidine (PCP), and marijuana metabolites. ICE may expand the above list to include additional drugs. Drug screens shall be obtained from a lab approved by the National Institute of Drug Abuse (NIDA).

The Contractor shall also develop a drug testing program that conducts random screenings on employees. ICE may request drug screenings for cause at any time. The Contractor shall provide the COR with random drug test results within twenty-four (24) hours after receipt.

The Contractor shall post the ICE “Drug Free Workplace Policy” in all contract work areas.
12.4 Employee Disqualification

If the COR or the Contractor receives and confirms disqualifying information concerning an 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 an employee is removed from duty.

Disqualifying information includes, but is not limited to the following:

- Conviction of a felony, a crime of violence, or a serious misdemeanor.
- Possessing a record of arrests for continuing offenses.
- Falsification of information entered on suitability forms.
- Non-payment of court ordered payments (child support, liens, etc.) or excessive delinquent debt as determined by credit check.
- 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.
- 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.
- Illegal use of narcotics, drugs, or other controlled substances, without evidence of substantial rehabilitation.

12.5 Unfit for Duty

ICE may direct the Contractor to remove any employee who has been disqualified either for security reasons or for being unfit to perform their duties as determined by the COR or the CO. A determination of being unfit for duty may be made from, but is not limited to, incidents of delinquency set forth:

- Violation of the Rules and Regulations Governing Public Buildings and Grounds, 41 CFR 101-20.3;
- 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 cooperate in upholding the integrity of the security program at the work sites;

- 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;

- Theft, vandalism, immoral conduct, or any other criminal actions;

- Possessing, selling, consuming, or being under the influence of intoxicants, drugs, or substances which produce similar effects;

- Unethical or improper use of official authority or credentials;

- Unauthorized use of communication equipment or Government property;

- Misuse of equipment or weapons;

- Violations of security procedures or regulations;

- Recurring tardiness;

- Possession of alcohol, illegal substances or contraband while on duty;

- Undue fraternization with detainees as determined by the COR;

- Repeated failure to comply with visitor procedures as determined by the COR;

- Performance, as determined by investigation by the CO involving acquiescence, negligence, misconduct, lack of diligence, good judgment, and/or good common sense resulting in, or contributing to, a detainee escape;

- Failure to maintain acceptable levels of proficiency or to fulfill training requirements;

- Changes in an employee’s ability to meet the physical and/or mental health requirements of this contract.

- Contractor employee who is under investigation by any law enforcement agency will be removed from duties pending outcome of the disposition.

12.6 Reassignment

At the direction of the COR, the Contractor shall reassign employees who have been arrested, or who have alleged misconduct that do not permit direct contact with detainees. Employees shall be reassigned pending the disposition of the changes. Any
alleged misconduct shall be reported to the COR immediately. If reassignment is not available, the Contractor shall remove the employee from working under this contract.

12.7 Adverse Employee Information

The Contractor shall report to the COR any adverse information coming to his/her attention concerning employees. Reports based on rumor or innuendo should not be made. The subsequent termination of employment of an employee does not obviate the requirement to submit this report. The report shall include the employees’ name and social security number, along with the adverse information being reported.

12.8 Employee Terminations/Resignations

The Contractor shall notify the COR of all terminations/resignations within five (5) calendar days of occurrence. The Contractor shall return any ICE issued PIV cards and building passes to the COR. If an identification card or building pass is not available to be returned, a report must be submitted to the COR, referencing the pass or card number, name of individual to whom issued, and the last known location and disposition of the pass or card.

12.9 Tour of Duty Restrictions

The Contractor shall not utilize any uniformed employee to perform duties under this contract for more than twelve (12) hours in any twenty-four (24) hour period. The Contractor shall ensure that employees have a minimum of eight (8) hours off between shifts. Authorization is required from the COR prior to an employee performing services that exceed eight (8) hours. If an employee is performing other duties for either the Contractor or another employer, those hours shall count against the twelve (12) hour limitation.

12.10 Dual Positions

Personnel shall be adequately supervised at all times by individuals who are full-time supervisors, and have met the supervisory training requirements. In the event that a supervisor is not available for duty, the Contractor shall provide a full-time supervisor as a replacement. Employees shall not hold the position of Detention Officer and Supervisory Detention Officer simultaneously. The COR will document and refer to the CO the failure of the Contractor to provide necessary personnel to cover positions.

12.11 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 plus six (6) years and three (3) months. Personnel files shall contain all required documentation, including verification experience, and training credentials.
Contractor personnel files will also include disciplinary history, if any, clearly describing any documented misconduct and disciplinary actions taken, so that discipline will be progressive and can be appropriately escalated. Employee medical information, and certain disciplinary documentation, shall be maintained as confidential in accordance with HIPAA and other privacy regulations.

12.12 Disclaimers

The Contractor shall ensure that employees clearly state that their opinions do not necessarily reflect the position of the United States Government. This disclaimer should be used in any public presentation made, or in any articles written relating to any aspect of contract performance or the Contractor's operations.

12.13 Uniform Requirements

The Contractor shall provide uniforms for all Detention Officers performing under this contract. Uniforms are subject to the review and approval of the COR. The uniforms shall meet the following standards:

- The uniform design and color shall not be similar to those worn by ICE officers.
- All uniforms shall be of the same style and color.
- The complete uniform consists of seasonal attire that includes appropriate shirt, pants, belt, cap, jacket, shoes or boots, duty belt, mini-mag flashlight and holder, handheld radio holder, handcuff holder and handcuff key. Uniforms for Armed Transportation Officers shall also include a gun holder, magazine pouch, baton holder, and OC spray holder.
- Lettered breast badges and cap insignia must indicate the rank of authority, and be prominently displayed as a part of each uniform. A shoulder patch on the left shoulder should 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.
- Supervisory staff shall have appropriate rank insignia prominently displayed as part of each uniform.
- Uniforms and equipment do not have to be new, but shall be clean, neat, and in good condition. Officers not in proper uniform shall be considered "not ready for duty/not on duty" until properly uniformed.
12.14 Identification Credentials

The Contractor shall ensure that all employees both uniformed and non-uniformed (clerical employees, if applicable) have identification credentials in accordance with Homeland Security Presidential Directive (HSPD) 12 in their possession while on the premises. All employees shall also be provided a Contractor employee credentials identification.

Identification credentials shall contain the following:

- HSPD-12 standards and obtain ICE identification badges during the transition period at an ICE Field Office in coordination with the COR.

Contractor Employee Credential Identification shall contain the following:

- Front
  1) Company Name
  2) Full Face/Shoulder photo 1” square; no more than 30 days old when issued
  3) Title/Position (such as Detention Officer; Project Manager)

- Reverse
  1) Name
  2) Sex
  3) Date of Birth
  4) Height
  5) Weight
  6) Hair Color
  7) Eye Color
  8) Date of Hire
  9) Date of Issue
  10) Signature of Employee
  11) Signature of Issuing Officer

The Contractor shall maintain backup credential identification for each employee in their personnel file in case of loss or damage. If a credential is lost, the loss will be reported to the COR.

12.14.1 Business Permits and Licenses

The Contractor shall obtain all required permits and licenses prior to performance. The Contractor shall be licensed as a qualified security service company in accordance with the requirements of the State of Texas. Throughout the term of this contract, the Contractor shall maintain current permits / business licenses and make copies available for Government Inspection upon request. The Contractor shall have gun licenses for all counties and municipalities that their employees must pass through.
12.14.2 Licensing of Employees

Before reporting to duty on this contract, the Contractor shall ensure that each employee has registration, commissions, permits and licenses as required by the State of Texas. The Contractor shall verify all licenses and certifications.

12.14.3 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 his services into any other areas.

12.15 Encroachment

The Contractor shall ensure that employees do not have access to Government equipment, documents, materials and telephones for any purposes other than as authorized by the COR. The Contractor’s employees shall not enter any restricted areas of the facility unless necessary for the performance of their duties.

C.13 STAFFING PLAN AND FACILITY POSTS

13.1 Facility Post Table

The following Facility Post Table is provided for informational purposes and reflects the minimum posts required for daily operations at PIDC. Proposals must include a Contractor Staffing Plan which identifies each post stated in this post table. Each post shall be independent of all other posts. Except as noted in Section C Paragraph 6.3, no post shall be used to augment another post. Additionally, the Offeror’s Staffing Plan shall consider relief factors for each post identified in this post table. Any deviation(s) from this post table must demonstrate conformance with all SOW and contract requirements and applicable standards, including ACA and ICE PDNDS 2011 standards. Proposals that fail to demonstrate conformance with contract requirements and standards will be considered unresponsive to the SOW.

<table>
<thead>
<tr>
<th>Post ID</th>
<th>Position Description</th>
<th>Post Location</th>
<th>Armed (Y/N)</th>
<th>Hours/Day</th>
<th>Shift (Day, Swing, Grave)</th>
<th>Posts</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Project Manager</td>
<td>Admin. Building</td>
<td>N</td>
<td>8/5*</td>
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<td>8/5*</td>
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<tr>
<td>3</td>
<td>Exec Assistant</td>
<td>Admin. Building</td>
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<td>8/5</td>
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<tr>
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<td>HR Manager</td>
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<td>6</td>
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<td>Post ID</td>
<td>Position Description</td>
<td>Post Location</td>
<td>Armed (Y/N)</td>
<td>Hours/Day</td>
<td>Shift (Day, Swing, Grave)</td>
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<td>21</td>
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<td>Warehouse Operator</td>
<td>Kitchen</td>
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<td>8/7</td>
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<td>Transportation Coordinator</td>
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<td>Y</td>
<td>16/7</td>
<td>D, S</td>
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<td>Armed Detention Supervisor</td>
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<td>Y</td>
<td>24/7</td>
<td>D, S, G</td>
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<td>27</td>
<td>Shift Commander</td>
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<td>Administrative LT.</td>
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<td>29</td>
<td>Operations LT.</td>
<td>Admin. Building</td>
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<td>30</td>
<td>Process LT.</td>
<td>Detainee Processing</td>
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<td>24/7</td>
<td>D, S, G</td>
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<td>31</td>
<td>Pods LT. (All Detainee Housing)</td>
<td>Detainee Housing Units</td>
<td>N</td>
<td>8/7</td>
<td>G</td>
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<td>32</td>
<td>Alpha / Bravo LT.</td>
<td>Detainee Housing Units</td>
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<td>33</td>
<td>Charlie / Delta LT.</td>
<td>Detainee Housing Units</td>
<td>N</td>
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<td>N</td>
<td>16/7</td>
<td>D, S</td>
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<td>Shift (Day, Swing, Grave)</td>
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<td>36</td>
<td>Unarmed Detention Officer (Guard)</td>
<td>Construction Gate (0545-1415 / 1345-2215)</td>
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<td>8/7</td>
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<td>24/7</td>
<td>D,S,G</td>
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<td>D,S,G</td>
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<td>24/7</td>
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<td>24/7</td>
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<td>24/7</td>
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<td>24/7</td>
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<td>D,S,G</td>
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<td>D,S,G</td>
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<td>D,S,G</td>
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<td>D,S,G</td>
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<td>D,S,G</td>
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<td>24/7</td>
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<tr>
<td>59</td>
<td>Unarmed Detention Officer (Guard)</td>
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<td>N</td>
<td>24/7</td>
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<td>Post ID</td>
<td>Position Description</td>
<td>Post Location</td>
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<td>Hours/Day</td>
<td>Shift (Day, Swing, Grave)</td>
<td>Posts</td>
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<td>61</td>
<td>Unarmed Detention Officer (Guard)</td>
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<td>67</td>
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<td>24/7</td>
<td>D,S,G</td>
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<td>68</td>
<td>Unarmed Detention Officer (Guard)</td>
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<td>16/7</td>
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<td>69</td>
<td>Unarmed Detention Officer (Guard)</td>
<td>Medical-1 / Medical Control</td>
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<td>24/7</td>
<td>D,S,G</td>
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<td>Unarmed Detention Officer (Guard)</td>
<td>Medical-2 / Sick Call Hallway</td>
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<td>16/7</td>
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<td>Unarmed Detention Officer (Guard)</td>
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<td>16/7</td>
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<td>Unarmed Detention Officer (Guard)</td>
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<td>D,S</td>
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<td>73</td>
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<td>Medical-5 / Medical Rover</td>
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<td>24/7</td>
<td>D,S,G</td>
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<td>74</td>
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<td>16/7</td>
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<td>24/7</td>
<td>D,S,G</td>
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<td>78</td>
<td>Unarmed Detention Officer (Guard)</td>
<td>Lawyers-1 / Log Book</td>
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<td>16/7</td>
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<td>Unarmed Detention Officer (Guard)</td>
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<td>16/7</td>
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<td>N</td>
<td>16/7</td>
<td>D,S</td>
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<tr>
<td>81</td>
<td>Unarmed Detention Officer (Guard)</td>
<td>Lawyers-4 / Detainee Visitation Side</td>
<td>N</td>
<td>16/7</td>
<td>D,S</td>
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<td>82</td>
<td>Unarmed Detention Officer (Guard)</td>
<td>Lawyers-5 / Civilian Visitation Side</td>
<td>N</td>
<td>16/7</td>
<td>D,S</td>
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<td>Post ID</td>
<td>Position Description</td>
<td>Post Location</td>
<td>Armed (Y/N)</td>
<td>Hours/Day</td>
<td>Shift (Day, Swing, Grave)</td>
<td>Posts</td>
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<td>83</td>
<td>Unarmed Detention Officer (Guard)</td>
<td>Lawyers-6 / Civilian Visitation Escort</td>
<td>N</td>
<td>16/7</td>
<td>D,S</td>
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<tr>
<td>84</td>
<td>Unarmed Detention Officer (Guard)</td>
<td>Key Control-1 / Admin. Building</td>
<td>N</td>
<td>24/7</td>
<td>D,S,G</td>
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<td>85</td>
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<td>N</td>
<td>24/7</td>
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<td>86</td>
<td>Armed Detention Officer (Guard)</td>
<td>Lobby - 1</td>
<td>Y</td>
<td>24/7</td>
<td>D,S,G</td>
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<td>87</td>
<td>Armed Detention Officer (Guard)</td>
<td>Lobby - 2</td>
<td>Y</td>
<td>16/7</td>
<td>D,S</td>
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<td>88</td>
<td>Unarmed Detention Officer (Guard)</td>
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<td>89</td>
<td>Unarmed Detention Officer (Guard)</td>
<td>Special Management Unit-2 / Escort</td>
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<td>16/7</td>
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<td>Unarmed Detention Officer (Guard)</td>
<td>Process-1 / Process Log</td>
<td>N</td>
<td>24/7</td>
<td>D,S,G</td>
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<td>Unarmed Detention Officer (Guard)</td>
<td>Process-2 / Process Escort</td>
<td>N</td>
<td>24/7</td>
<td>D,S,G</td>
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<td>92</td>
<td>Unarmed Detention Officer (Guard)</td>
<td>Process-3 / Process Control</td>
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<td>24/7</td>
<td>D,S,G</td>
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<tr>
<td>93</td>
<td>Unarmed Detention Officer (Guard)</td>
<td>Process-4 / Count board</td>
<td>N</td>
<td>24/7</td>
<td>D,S,G</td>
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<td>94</td>
<td>Unarmed Detention Officer (Guard)</td>
<td>Process-5 / Desk Officer</td>
<td>N</td>
<td>24/7</td>
<td>D,S,G</td>
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<tr>
<td>95</td>
<td>Unarmed Detention Officer (Guard)</td>
<td>Process-6 / Classifications</td>
<td>N</td>
<td>24/7</td>
<td>D,S,G</td>
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<td>96</td>
<td>Unarmed Detention Officer (Guard)</td>
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<td>N</td>
<td>16/7</td>
<td>D,S</td>
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<tr>
<td>97</td>
<td>Unarmed Detention Officer (Guard)</td>
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<td>N</td>
<td>8/7</td>
<td>D</td>
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<td>98</td>
<td>Unarmed Detention Officer (Guard)</td>
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<td>N</td>
<td>24/7</td>
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<td>Unarmed Detention Officer (Guard)</td>
<td>Gate 3</td>
<td>N</td>
<td>16/7</td>
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<tr>
<td>101</td>
<td>Unarmed Detention Officer (Guard)</td>
<td>Eagle - 3</td>
<td>N</td>
<td>24/7</td>
<td>D,S,G</td>
<td>3</td>
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<tr>
<td>102</td>
<td>Unarmed Detention Officer (Guard)</td>
<td>Hearings-1 / Court Room</td>
<td>N</td>
<td>16/5</td>
<td>D,S</td>
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<tr>
<td>103</td>
<td>Unarmed Detention Officer (Guard)</td>
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<td>N</td>
<td>16/5</td>
<td>D,S</td>
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<td>104</td>
<td>Unarmed Detention Officer (Guard)</td>
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<td>N</td>
<td>16/5</td>
<td>D,S</td>
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The Contractor shall provide an innovative Staffing Plan based on the posts outlined in the PIDC Facility Post Table. Due to existing Collective Bargaining Agreements (CBAs) and applicable Department of Labor area-wide Wage Determinations, the Contractor shall utilize the position descriptions provided within this Statement of Work. Additionally, the Contractor’s Staffing Plan shall provide adequate staffing to cover any and all posts described in this Statement of Work.

As shown in the PIDC Facility Post Table, the Contractor Staffing Plan shall include the following positions required to meet the operational needs of PIDC:

- On-site Human Resource Manager, Human Resource Clerk(s) and administrative assistant(s) to provide the full range of Human Resource activities to Contractor staff. The Human Resources Management area shall be responsible for recruiting, assisting applicants with the application process, monitoring e-Qip initiation and applicant completion of security packets, tracking e-Qip responses by applicants and making appointments for physical examinations and drug screenings for applicants. The Human Resources manager shall review and forward security clearance.
packets to the COR. The Human Resource Management area will work on-site with the COR and ICE officials in the management and coordination of Contractor staff related issues such as staffing, recruitment and security screening.

- Communications Control Specialists in the operation of the facility’s Control Center (See Section 9.21). The Control Center operates on eight hour shifts, seven days a week, on a rotational basis. The minimum staffing requirements for the control center are three (3) contract staff on day shift, three (3) contract staff on swing shift, and two (2) contract staff on grave yard shift. This Contractor staff shall be a full time assignment to the control center and not a part of the detention officer’s posts or filled by detention officers. The Contractor’s Chief of Security shall carefully screen the Contractor staff for the highly responsible control center assignments. The communication specialist key responsibilities are detailed in Section 9.2.

- Supply Specialists in the operations of the facility’s Detainee Personal Property Storage Room/Detainee Supply Storage Room have traditionally worked on eight hour shifts, seven days a week, on a rotational basis (See Section 6.2.1.4). The minimum Contractor staffing requirements for the Detainee Personal Property Storage Room/Detainee Supply Storage Room are four (4) contract staff on day shift (2 property room and 2 supply warehouse), two (2) contract staff on swing shift, and one (1) contract staff on grave yard shift. This Contractor staff shall be a full time assignment to the detainee personal property storage room/detainee supplies storage room and not a part of the detention officer’s posts or filled by detention officers. Supply specialists shall have proficiency in the use of computers and supply chain management tools, techniques and equipment to maintain detainee personal property/detainee supplies inventory management. Supply specialists shall perform the full range of detainee property and supplies inventory management in accordance with the responsibilities detailed in Section 6.2.1.4 (Management of Detainee Property and Supplies).

- Training Officers with Trainer Certifications by an appropriate local, state, federal entity or educational body. The Training Officer shall become a qualified CPR/AED/1st Aid instructor no less than 30 days after contract award. Training Officers’ duties are further described in Section C.16. Training Officers shall have knowledge of program objectives, policies, procedures, and requirements for operating a secure detention/correctional facility. The official holding this position, even in an acting capacity, shall meet PBNDS 2011 and ACA requirements. Training Officers shall be knowledgeable of PBNDS 2011 / ACA standards and requirements, and shall receive PBNDS 2011 and ACA accredited training annually.

- Quality Control, Standards Compliance and Occupational Safety and Health Manager(s) and Officers. The Contractor shall provide services in the area of Quality Control and Standards Compliance Management as outlined in Section 6.2.1.2. The Contractor shall continuously provide quality outputs while monitoring and measuring its performance and compliance with the Statement of Work. The
Contractor shall also actively maintain PIDC’s PBNDS 2011 and ACA accreditations by monitoring and measuring facility compliance with these and other applicable standards. Local, state and Federal Occupational Safety and Health laws, regulations, requirements and/or guidelines will also be monitored and measured by the Contractor to ensure a safe, accident-free facility and workplace. These Contractor staff shall be full time assignments fully dedicated to quality control, standards compliance and Occupational Safety and Health and not a part of the detention officers’ posts or filled by detention officers. Contractor staff appointed in this area will work with the ICE Supervisory Immigration Enforcement Agent (SIEA) / Compliance Manager to ensure facility compliance of standards and accreditations and shall perform other compliance duties as requested by the PIDC Assistant Field Office Director (AFOD).

- Scheduler, responsible for posting the weekly schedule and for all changes that occur throughout the week.
- All positions identified as Key Personnel (Section C.14).
- Any further positions as needed to meet the performance objectives detailed within this SOW.

The Contractor shall staff the post positions in accordance with the Contractor submitted (and Government evaluated and accepted) Contractor Staffing Plan.

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 relief factors through Stand-By and Reserve Force staffing in the event of emergency or employee absences.
- Detail supervisory roles and duties in accordance with the requirements of the SOW and all applicable standards and policies.

The number, type and distribution of staff as described in the Contractor’s 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 Government approved Staffing Plan.
Failure to fill any individual position within 60 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 the 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 Detention Officers in a supervisory role 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 PBNDS 2011 and 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 performance.
- 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.

C.14 KEY PERSONNEL

The following are essential personnel with required minimum qualifications critical for the performance of this contract. The Contractor shall not use other titles. The Contractor may propose additional key personnel positions. For all key personnel positions, resumes of each proposed candidate are required. The COR reserves the right to require minimum qualifications for other positions as needed throughout the term of the contract.
**Project Manager:** The Project Manager shall hold an accredited bachelor’s degree in an appropriate discipline, 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. The official holding this position, even in an acting capacity, shall meet PBNDS 2011 and ACA requirements.

The Project Manager shall be knowledgeable of PBNDS 2011 / ACA standards and requirements, and shall receive PBNDS 2011 / ACA accredited training annually. The duties of the Project Manager shall include but are not limited to the following:

- Providing a “single-point-of-contact” coordination with the Government, and execution of ICE directives.
- Ensuring PBNDS 2011 and ACA standards are communicated to the work force, and that PBNDS 2011 and ACA performance-based standards are met in every aspect of Contractor services.
- Providing direction to the workforce to achieve ICE and ERO metrics.
- Meeting weekly with the COR to review Contractor performance and plan improvements.
- Confirming the Contractor is in compliance with the Staffing Plan.
- Providing effective administrative support.
- Ensuring the QCP is executed effectively.
- Monitoring Supervisory Detention Officer performance.
- Ensuring Facility Security and Control performance measures are achieved.
- Ensuring delivery of a Monthly Activity Report that summarizes Contractor staffing, activities and performance for the contract’s previous month period.

**Assistant Project Manager:** The Assistant Project Manager shall hold an accredited bachelor’s degree in an appropriate discipline, or have at least 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 PBNDS 2011 and ACA requirements.
The Assistant Project Manager shall be knowledgeable of PBNDS 2011 / ACA standards and requirements, and shall receive PBNDS 2011 and ACA accredited training annually.

Chief of Security Services: The Chief of Security Services shall have at least four years of experience as a detention operations supervisor or combination of a bachelor’s degree and detention operations supervisory experience totaling 6 years. The Chief of Security Services shall 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 PBNDS 2011 and ACA requirements.

The Chief of Security Services shall be knowledgeable of PBNDS 2011 / ACA standards and requirements, and shall receive PBNDS 2011 and ACA accredited training annually.

Quality Control, Standards Compliance and Occupational Safety and Health Manager(s): The Quality Control, Standards Compliance and Occupational Safety and Health Manager(s) shall implement and maintain PIDC’s PBNDS 2011 and ACA accreditations as outlined in Section 6.2.1.2. Contractor staff proposed for this/these position(s) shall have an accredited bachelor’s degree in an appropriate discipline and a minimum of two years of relevant experience. This Contractor staff shall work with the ICE Supervisory Immigration Enforcement Agent (SIEA) / Compliance Manager to ensure quality control, facility compliance of standards and accreditations and compliance with local, state and Federal Occupational Safety and Health laws, regulations and guidelines as outlined in Section 6.2.1.2. The Contractor shall staff this position with a staff member with excellent written and oral communication skills, proficient computer and office software skills, knowledge and familiarity with applicable standards, the facility’s local policies/procedures, and the facility’s general directives.

Current knowledge of PBNDS 2011 / ACA standards and requirements is required, and this/these position(s) shall receive PBNDS 2011 and ACA accredited training annually.

Transportation Coordinator / DOT Compliance Manager: The Transportation Coordinator / DOT Compliance Manager shall have at least three years’ experience as a detention supervisor or at least three years’ experience as a Corrections Transport Officer. The Transportation Coordinator shall have extensive knowledge and experience of Department of Transportation regulations for drivers and vehicles. They shall maintain required reports of driver records and vehicle maintenance histories. The Transportation Coordinator shall be responsible for managing required vehicle maintenance, monitoring driving performance, conducting 100% annual urinalysis testing, and driver testing. The Transport Coordinator shall also train drivers on vehicle operations and ensure all permits and licenses are kept current.
Captain (Shift Commander): The Captain shall have at least two years’ experience as a detention operations supervisor or combination of a bachelor’s degree and detention operations supervisory experience totaling at least five years. The Captain shall 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 PBNDS 2011 and ACA requirements.

Current knowledge of PBNDS 2011 / ACA standards and requirements is preferred, and this position shall receive PBNDS 2011 and ACA accredited training annually.

Detention Lieutenant (Shift Supervisor): The Detention Lieutenant shall have at least one year experience as a detention supervisor or two years’ experience in field supervision. The Detention Lieutenant shall 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 PBNDS 2011 and ACA requirements.

The Detention Lieutenant shall be knowledgeable of PBNDS 2011 / ACA standards and requirements, and shall receive PBNDS 2011 and ACA accredited training annually.

Transportation Lieutenant (Shift Supervisor): The Transportation Lieutenant shall have at least one year experience as a detention supervisor or at least three years’ experience as a detention officer. The Transportation Lieutenant shall 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 PBNDS 2011 and ACA requirements.

The Transportation Lieutenant shall be knowledgeable of PBNDS 2011 / ACA standards and requirements, and shall receive PBNDS 2011 and ACA accredited training annually.

The Transportation Lieutenant shall monitor transport operations and provide guidance to Transportation Officers. The Transportation Lieutenant shall inspect Transportation Officers and vehicles prior to and after all transport runs. The Transportation Lieutenant will ensure all vehicles are fueled as necessary and conduct inventory of all required equipment. The Transportation Lieutenant will observe and supervise all detainee transport and ensure all required paperwork is accounted for prior to executing the transport.

Training Director: The Training Director shall have at least two years’ specialized experience as a Training Officer in Detention Operations or combination of higher education and training experience totaling at least three years. The Training
The Training Director shall have a Trainer Certification by an appropriate local, state, federal entity or educational body. The Training Director shall become a qualified CPR/AED/1st Aid instructor no less than 30 days after contract award.

The Training Director shall have knowledge of program objectives, policies, procedures, and requirements for operating a secure detention/correctional facility. The official holding this position, even in an acting capacity, shall meet PBNDS 2011 and ACA requirements.

The Training Director shall be knowledgeable of PBNDS 2011 / ACA standards and requirements, and shall receive PBNDS 2011 and ACA accredited training annually.

The Training Director is responsible for training, program development and oversight of Training Officers. The training Director is responsible for developing new training as needed. The Training Director shall conduct liaisons with the PIDC training department and PIDC Compliance Unit to ensure interactivity of the training program. The Training Director shall develop the training plan annually.

14.2.1 Substitution of Key Personnel

The Contractor shall notify the CO and the COR prior to making any changes in Key Personnel. No changes in Key Personnel shall be made unless the Contractor can demonstrate that the qualifications of prospective replacement personnel are equal to or better than the qualifications of the Key Personnel being replaced. The CO shall be notified in writing of any proposed substitution at least fifteen (15) calendar days, or thirty (30) calendar days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include:

(a) an explanation of the circumstances necessitating the substitution;

(b) a complete resume of the proposed substitute; and

(c) any other information requested by the CO or COR to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

The COR and the CO will evaluate all substitutions and notify the Contractor of their approval or disapproval in writing within fifteen (15) business days after receiving the Contractor's request. All disapprovals will require resubmission of another substitution by the Contractor within fifteen (15) calendar days.
14.3 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 and shall make the chart available for review by the CO and COR upon request.

C.15 PERSONNEL SCREENING PROCEDURES

15.1 Work Authorization

Employees working under this contract shall successfully pass the DHS/ICE Employment Eligibility Verification (E-Verify) program to establish work authorization. The Contractor shall be responsible to the Government for acts and omissions of its 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 detainees shall not be employed by the Contractor, or with this contract. The Contractor shall ensure that this provision is expressly incorporated into any and all subcontracts or subordinate agreements issued in support of this contract.

C.16 TRAINING

The Contractor shall ensure all Detention Officers are trained in accordance with requirements set by ICE PBNDS 2011 and the ACA standards. Training shall consist of initial qualification training, refresher training, and quarterly re-qualification of all armed Officers. Employees shall not perform duties under this contract until they have successfully completed all initial training and the COR receives written certification from the Contractor.

The Contractor shall provide the training through the use of certified instructors, or a training institution that is approved by the COR or ICE designee. Instructors must be certified by a state or nationally recognized institution, unless otherwise approved in writing by the COR. Firearms instructors must be licensed by the State of Texas. The COR may certify instructors that have documented past experience in teaching positions, or that completed an instructor training course. All instructors must be approved in advance by the COR. Approved and certified Contractor Training Officers shall conduct all instruction and testing of Contractor personnel. All training delivered by the Training Officer shall be based on PBNDS 2011 / ACA requirements and training programs, or shall be consistent with those requirements.

The duties of the Contractor Training Officers include, but shall not be limited to, the following:

- Conducting a training program that maintains the currency of all employee training requirements and certifications.
• Ensuring employee training meets PBNDS 2011 / ACA standards.

• Documenting all training in employee files.

• Updating and submitting training plan and training schedules to the Training Coordinator for submission to the COR.

• Confirming employee proficiency testing results through such methods as on-the-job training and inspections.

Any remuneration (pay) due to employees in accordance with Department of Labor (DOL) regulations for training time is the responsibility of the Contractor. Failure of any Detention Officer to successfully complete training is sufficient reason to disqualify or remove him/her from duty.

All training subjects and formats are subject to the approval of the COR. After contract award, the Contractor shall submit a Training Plan to the COR for review and approval. Training shall not begin until the COR has approved the Training Plan. At minimum, the Training Plan shall list proficiency testing (if required), instructor(s) and instructor qualifications, course descriptions, and detailed lesson plans that include subject matter and methods of presentation, course objectives, student evaluation procedures, and the location and duration of training.

The Contractor shall develop and submit a monthly training forecast to the COR. The training forecast shall provide dates, times, and locations of scheduled training, and shall afford the COR an observation / evaluation opportunity. The Contractor shall provide the COR with a monthly list of completed training. The Contractor shall maintain a list or database of each employee’s training history and pending training requirements. The list shall contain the training hours, type of training, date and location of training, and the name of the instructor for each employee.

16.1 Initial Training

Prior to commencement of any Contractor transition phase under the contract, all Contractor personnel shall undergo an initial orientation provided by ICE supervisory personnel, lasting approximately two (2) hours. After this transition period, new Contractor personnel shall meet with the COR or ICE designee for a briefing and/or orientation. All new Detention Officers shall receive Seventy five (75) hours of initial training, and eighty (80) hours of on-the-job training prior to entering on duty. After completion of the first 155 hours of training, the Contractor has ninety (90) days for the Supervisory Detention Officers to complete the final forty (40) hours required to complete the 195 hours of training required during the first year of employment. The training program must directly relate to the employee’s assigned position, and afford application of necessary job skills.
Officers must complete the following list of basic training subjects in accordance with ICE PBNDS 2011 and ACA standards. The course title is followed by the recommended minimum hours of training for that subject. Site-specific training may be conducted with the approval of the COR. Training curriculum slides/materials shall be made available upon request to the COR for review and/or approval.

The Basic Training minimum hours are as follows:

<table>
<thead>
<tr>
<th>Course</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>PIDC Facility Tour</td>
<td>2</td>
</tr>
<tr>
<td>In-service Orientation</td>
<td>2</td>
</tr>
<tr>
<td>Conduct / Duties / Code of Ethics and Courtroom Demeanor</td>
<td>2</td>
</tr>
<tr>
<td>Telephone Communications / Radio Procedures</td>
<td>1</td>
</tr>
<tr>
<td>ICE Paperwork / Report Writing</td>
<td>2</td>
</tr>
<tr>
<td>Fire and Other Emergency Plans and Procedures</td>
<td>2</td>
</tr>
<tr>
<td>Bomb Defense and Threats</td>
<td>1</td>
</tr>
<tr>
<td>Self Defense</td>
<td>8</td>
</tr>
<tr>
<td>Detention Standards (including ICE PBNDS 2011 and ACA)</td>
<td>4</td>
</tr>
<tr>
<td>Security Methods, Procedures and Regulations</td>
<td>2</td>
</tr>
<tr>
<td>Key Control / Count</td>
<td>2</td>
</tr>
<tr>
<td>Detainee Rights, Rules and Responsibilities</td>
<td>2</td>
</tr>
<tr>
<td>Treatment and Supervision of Detainees</td>
<td>2</td>
</tr>
<tr>
<td>Detainee Escort Techniques</td>
<td>1</td>
</tr>
<tr>
<td>Detainee Searches</td>
<td>3</td>
</tr>
<tr>
<td>Detainee Personal Property and Contraband</td>
<td>3</td>
</tr>
<tr>
<td>Use of Force – Tactics / ICE Policy / Regulations*</td>
<td>3</td>
</tr>
<tr>
<td>Use of Restraints</td>
<td>3</td>
</tr>
<tr>
<td>Sexual Harassment / Misconduct Awareness*</td>
<td>2</td>
</tr>
<tr>
<td>Suicide Prevention / Signs / Intervention</td>
<td>1</td>
</tr>
<tr>
<td>CPR/First Aid*</td>
<td>8</td>
</tr>
<tr>
<td>Blood-Borne Pathogens*</td>
<td>2</td>
</tr>
<tr>
<td>Communication Skills, Observational Techniques</td>
<td>2</td>
</tr>
<tr>
<td>Interpersonal Relations</td>
<td>2</td>
</tr>
<tr>
<td>Social lifestyles / Cultural Diversity of detainees</td>
<td>2</td>
</tr>
<tr>
<td>Sexual Abuse / Assault Prevention &amp; Intervention*</td>
<td>2</td>
</tr>
<tr>
<td>Counseling Techniques</td>
<td>1</td>
</tr>
<tr>
<td>Firearm Training**</td>
<td>8</td>
</tr>
<tr>
<td>Disturbance Control Team (DCT)</td>
<td>40</td>
</tr>
</tbody>
</table>

* Critical Training Subjects
** Firearm Training for required armed Officers shall be in accordance with State licensing requirements. The Contractor shall certify proficiency every quarter. Training curriculum shall include Use of Force training, Tactics, Weapon Safety, and Range Qualifications. Initial training and certification with Collapsible Steel Batons and Oleoresin Capsicum Spray is required for all armed officers. Armed officers shall
receive annual refresher training on Collapsible Steel Baton and Oleoresin Capsicum Spray.

16.2 On-the-job Training

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

On-the-job training shall include the following topics:

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

16.3 Supervisor Training

Supervisory Detention Officers shall successfully complete a minimum of forty (40) hours of formal supervisory training in addition to the Initial Training requirements for Detention Officers listed in Section C.16.1, above. Supervisor training must be conducted annually. Supervisor training shall include the following management areas:

<table>
<thead>
<tr>
<th>Supervisor Training</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Techniques for issuing written and verbal orders</td>
<td>2</td>
</tr>
<tr>
<td>Uniform clothing and grooming standards</td>
<td>1</td>
</tr>
<tr>
<td>Security Post Inspection procedures</td>
<td>2</td>
</tr>
<tr>
<td>Employee motivation</td>
<td>1</td>
</tr>
<tr>
<td>Scheduling and overtime controls</td>
<td>2</td>
</tr>
<tr>
<td>Managerial public relations</td>
<td>4</td>
</tr>
<tr>
<td>Supervision of detainees</td>
<td>4</td>
</tr>
<tr>
<td>Supervisor’s Handbook Training</td>
<td>4</td>
</tr>
</tbody>
</table>

Additional classes to total forty (40) hours are at the discretion of the Contractor, with the approval of the COR.

16.4 Refresher Training

Every year the Contractor shall conduct forty (40) hours of Refresher Training for all Detention Officers, including Supervisory Detention Officers. Refresher training shall
consist of the critical training subjects listed in Section C.16.1 above, a review of the Basic Training subjects, and other subjects as approved by the COR or ICE designee. The Supervisor’s Refresher Training shall be related to supervisory duties.

16.5 Basic First Aid and CPR Training

All Officers and Contractor personnel shall be trained in basic first aid and CPR, and re-certified in both areas annually.

16.6 Proficiency Testing

At the completion of each course, Officers shall take a written examination consisting of at least twenty-five (25) questions. The Contractor may give practical exercises when appropriate. The COR shall approve the questions before the Contractor can administer the examination.

To pass any examination, each Officer must achieve a score of 80% or better. Should an Officer fail the written test on the initial attempt, he or she may be given additional training by the Contractor, and provided one additional opportunity to retake the test. If the Officer fails to complete and pass the test the second time, the Contractor’s employee shall not be employed under this contract.

The Contractor must provide the COR with the completed exams before any Officer may be assigned to duties under this contract.

16.7 Interactive Training

The COR may require the Contractor to participate in interactive training involving ICE personnel. Interactive training includes, but is not limited to, practical exercises, drills, classroom training, and video presentations. The training may be conducted throughout the year at scheduled intervals determined by the COR but will not exceed eight hours per month.

16.8 Food Service Training

All Contractor food service personnel shall attend at least forty (40) hours of ACA training upon assignment to this contract, and forty (40) hours of refresher training per year. All Contractor food service personnel shall complete annual training in CPR and First Aid. The Contractor shall provide a certified CPR and First Aid trainer to conduct this training. Contractor food service personnel shall hold and maintain a food handler’s certificate issued by the state of Texas and attend any other training required by the Government. All Contractor employees shall be trained in the safety procedures for the use of all equipment and chemicals used in the facility’s food service department.
16.9 Detainees with Special Needs Training

All Contractor personnel shall be required, as a part of the Initial Training, to participate in a sixteen (16) hour course for the identification and management of special needs detainees. The Government will provide the training topics/agenda for this class.

C.17 FIREARMS

At armed posts, the Contractor shall provide new firearms and ammunition to equip each Detention Officer with a weapon while on duty. Firearms shall be licensed by the State of Texas prior to performance and shall comply with the ICE Firearms Policy (Section J. Attachment 14). Personal firearms shall not be used. The Contractor shall:

- Provide standard police service-type, semi-automatic weapons capable of firing hollow-point ammunition that meets the recommendations of the firearm’s manufacturer. Ammunition shall be factory load only, no reloads.
- Provide sufficient ammunition for each armed Officer. Each Officer shall be equipped with three (3) full magazines. Ammunition shall be replaced each year.
- Certify, in writing by a licensed gunsmith, that all firearms are safe and accurate. Firearms may be re-issued to new/replacement employees throughout the life of the contract, as long as the firearms are in serviceable condition. Firearm certifications shall be provided to the COR upon request.
- Account for all firearms and ammunition daily. If any weapons are missing from the inventory, the COR shall be notified immediately.
- Have firearms inspected by a certified Firearms Inspector. All inspections shall be documented by the Contractor, and shall be provided to the COR upon request.
- Ensure that all loading, unloading and cleaning of firearms takes place only in designated areas. Ensure clearing barrels are located in designated areas for loading and unloading of firearms. Firearms shall be cleaned and oiled, as appropriate, to ensure optimum operating conditions. 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).
- Ensure that Officers carry firearms with the safety on, and with a round in the chamber.
- Provide a complete listing of licensed firearms by serial number and by safe location to the COR. This list shall also be posted within each firearm’s safe, and
shall be provided to the COR prior to beginning performance under this contract.

- Obtain and maintain on-file the appropriate State permits and weapons permits for each Officer. Copies of permits shall be provided to the COR at least three (3) working days prior to the anticipated assignment date of any Officer. The Contractor shall ensure that armed Officers have permits and licenses in their possession at all times while in performance of this contract.

- Provide weapon clearing barrels at designated areas for the safe clearing of firearms prior to storage in a safe or vault. This will ensure the safe and clear storing of firearms.

- Provide safes/vaults for storage of firearms and ammunition at each location where they are issued or exchanged. The safe/vaults shall remain locked at all times, except when issuing or returning ammunition. The Contractor shall have or shall ensure the combination of each safe/vault is changed at least once every six (6) months, or more often if circumstances warrant.

- Provide the COR with firearms training certifications for all armed Officers every quarter.

- Provide training, certification, and issuance of less lethal weapons (Collapsible Steel Baton & Oleoresin Capsicum spray)

C.18 BODY ARMOR

The Contractor shall furnish body armor to all Officers performing armed duties. Body Armor shall be a minimum of threat level Type IIA protection, with side panel coverage, and must meet the current National Institute of Justice (NIJ) standards. The use of personally owned body armor is not authorized.

The Contractor shall ensure that all body armor is serviceable and fitting. The Contractor shall procure replacement body armor if it becomes unserviceable, ill-fitting, worn/damaged, or at the expiration of service life.

The Contractor shall ensure that all Officers serving armed posts are aware of the health risks associated with wearing body armor in heat/high humidity conditions and/or during strenuous exertion. Officers wearing body armor shall be provided opportunities to rehydrate and remove the body armor as necessary.

C.19 ADDITIONAL EQUIPMENT

The Contractor shall provide the following equipment for each Officer performing services under this contract:

- Metal handcuffs, handcuff key, and a handcuff carrying case. Handcuffs shall be
equal to or better than the basic Smith & Wesson brand.

- One (1) mini-mag or comparable size, operational flashlight with batteries and a belt holder.
- Collapsible Steel Baton holder and Oleoresin Capsicum spray holder.
- Inclement weather apparel appropriate to local conditions.
- Communication equipment (Base, Mobile, and Vehicle) that is compatible with the ICE communication system or shall provide additional radios to designated ICE officials to enable contact between Contractor personnel and ICE in the event of an emergency. The Contractor shall have its own communications frequency. The Contractor shall not share a radio frequency with ICE. The Contractor shall maintain a stock of fully functioning back-up radios at each location.
- Fully operational protection equipment that meets universal protection requirements. This includes, but is not limited to DCT equipment, respirators (N95 masks), gloves, face masks, ear and eye protection.
- Hand restraints, leg restraints and belly chains.
- Office telephones and services, copying machines, fax machines, computer equipment, typewriters, office furniture and supplies, internet access, software and all other office related materials necessary for performing the contract. The Contractor is responsible for installation of conduit and data lines, if necessary.

C.20 CONTRACTOR ADMINISTRATIVE REQUIREMENTS

20.1 Quality Control Plan (QCP)

The Contractor shall develop and maintain a Quality Control Plan in accordance with the ICE Quality Assurance Surveillance Plan (QASP). The QCP shall address critical operational performance standards for the services required under this contract, and shall ensure that services will be maintained at a uniform and acceptable level. At a minimum, the Contractor shall:

- Review and update the plan policies and procedures on an annual basis.
- Audit facility operations monthly for compliance with the QCP. The Contractor shall notify the Government forty-eight (48) hours in advance of the audit to ensure the COR is available to participate.
- Identify deficiencies, appropriate corrective action(s), and the implementation plan.
• Submit proposed changes to the QCP to the COR for review and approval. QCP changes will be modified into the contract.

• Provide all records pertaining to detainees and/or Contractor personnel upon request.

The Contractor QCP shall, at a minimum, demonstrate the Contractor's ability to self-monitor with regard to: Inspections, Methodology, Supervisory Plan, Communication Plan, and Emergency Food Service Plan.


The Contractor shall develop a Policies and Procedures Manual, which shall be provided to all employees. At minimum, the manual shall address the following:

• Organization.

• Recruiting Procedures.

• Opportunities for Equal Employment.

• Qualifying for jobs, job descriptions, responsibilities, salaries and fringe benefits.

• Screening employees for illegal drug use.

• Holiday, leave and work hours.

• Personnel records, employee evaluations, promotions, retirement.

• Training.

• Standards of conduct, disciplinary procedures, and grievance procedures.

• Resignation and termination.

• Employee and management relations.

20.3 Emergency Action Plan

The Contractor shall develop an Emergency Action Plan (EAP) that complies with ICE PBNDS 2011. The plan shall be approved by the COR prior to implementation. The EAP shall not be modified without the written consent of the COR. The EAP shall address the contingency plans for the continuation of all services provided under this contract.
20.4 Sexual Assault & Suicide Prevention Programs

The Contractor shall develop and implement a comprehensive Sexual Abuse/Assault Prevention Program and Suicide Prevention Program for all employees performing services under this contract. The programs shall include training.

The Contractor shall comply with the Prison Rape Elimination Act (PREA) of 2003.

20.5 ICE Operations Manual

The Contractor shall maintain the site specific ICE Operations Manual that contains pertinent ICE written policy, plans, and procedures. The Contractor shall make the manual available to all employees. Every employee shall certify in writing that he or she has read, fully understands, and agrees to comply with the procedures outlined in the manual. The Contractor shall maintain these certifications and furnish them to the COR if requested. Additional information is provided in Section C.23 regarding ICE Operations Manuals.

20.6 Meetings and Muster

The Contractor shall ensure that employees participate in ICE facility meetings, as required by the COR. The Contractor is expected to conduct a mustering of all newly reporting employees starting fifteen (15) minutes prior to end of the previous shift. The purpose of this mustering is for both Contractor and ICE management to communicate ongoing operations, issues, and/or events that will impact the incoming shift employees.

20.7 Record Keeping

The Contractor shall prepare required orders, instructions, and reports of accidents, security violations, fires, and bomb threats. The Contractor shall, at the request of DHS/ICE, prepare any special or other reports, or issue further orders and instruction as required in support of this contract. The distribution, format, and time elements for these reports will be directed by the COR.

The Contractor shall maintain a detailed and comprehensive written inventory of records. The inventory shall be recorded on Standard Form (SF) 135, Records Transmittal and Receipt, and shall comply with all statutes, regulations, and guidelines from the National Archives and Records Administration (NARA) and ICE PBNDS 2011. The Contractor shall retain all records in accordance with the NARA General Records Schedule 3, Procurement, Supply and Grant records. It follows that the Contractor shall retain all records for six (6) years and three (3) months after final payment. The Government reserves the right to inspect all records related to this contract at any time.
Criminal penalties for unlawfully destroying, damaging, removing, or improperly handling or releasing federal records are addressed in Chapters 44 of Title 18, United States Code.

### 20.8 Funds Management

The Contractor shall be responsible for managing all detainee accounts by utilizing generally accepted accounting principles. The Contractor shall establish a non-cash detainee payment and accounting system for use at PIDC’s Commissary. The Contractor shall be responsible for receiving the cash and valuables from the detainee upon arrival and shall place cash valuables and appropriate receipts in a safe located in the processing area. The Contractor shall be responsible for setting up the individual detainee account and making the required deposits/withdrawals.

The Contractor shall operate the management of the detainee accounts program using experienced and professionally trained personnel and in a cost-effective manner with full reporting to the COR. The detainee funds must be deposited on a daily basis and all accounts updated as required by transactions. The Contractor shall have written detainee accounts management policies and procedures. The Contractor shall also provide an evaluation of compliance and independent audit to the Government annually. This account management program will maintain standards established by ICE, as well as ACA and State Standards.

The Contractor shall describe the ordering, financial and control procedures to be used. The Contractor assumes full responsibility for and shall indemnify the Government against any and all property including currency, checks, and securities in the Contractor's care for services performed under this agreement resulting in whole or in part from the negligent acts or omissions of the Contractor, or any employee, agent or representative of the Contractor or sub-Contractor.

### C.21 MODEL QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

ICE has developed a model Quality Assurance Surveillance Plan (QASP), which 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.

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 employed that will be employed by the Government in accessing the Contractor’s performance.
Describe the process of performance documentation.

Attachment 4 is the QASP template. The QASP also includes the Performance Requirements Summary (PRS). The Contractor shall develop a comprehensive program of inspections and monitoring actions and to document its approach in its Quality Control Plan (QCP).

C.22 PARTNERING PHILOSOPHY

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

- Consistently takes steps to understand the mission of the ERO.
- Work collaboratively with other Federal Government organizations, other Contractors, and non-profit agencies to ensure success; and
- Understand a performance-based contract, performance measures and metrics will be used extensively to monitor Contractor performance. The Government and the Contractor will monitor progress using agreed-upon performance metrics.

C.23 APPLICABLE REGULATIONS, DIRECTIVES AND STANDARDS

The Contractor shall be licensed as a qualified security service company in accordance with all laws, statutes and regulations of the State of Texas. Throughout the term of this contract, the Contractor shall maintain current permits/business licenses, and make copies available to the COR upon request.

The services provided under this contract shall be performed in accordance with the ICE PBNDS 2011. A copy is obtainable at http://www.ice.gov/detention-standards/2011/.

All optimal provisions cited in the PBNDS 2011 are applicable to this facility.

ICE shall provide the physical space (e.g. recreation space, law library, etc.), materials, resources and equipment (e.g. computers, telephones, recreation equipment, reading materials, etc.), activities (e.g. classes, self-improvement programs, etc.) and medical
care and personnel to ensure that optimal levels of compliance with the standards can be obtained.

The Contractor shall provide access to the ICE-provided physical space, materials, resources and equipment, activities and medical care and personnel as needed to facilitate optimal levels of compliance with the standards. The Contractor shall, to the extent practicable, ensure compliance is achieved with all optimal levels of the standards.

The Contractor shall comply with all applicable federal and local laws, and all applicable OSHA standards.

The Contractor shall abide by all rules and regulations governing detainees based upon the following:

- DHS/ICE Management Directives, which can be obtained at http://www.dhs.gov/xfoia/gc_1254501589035.shtm.
- 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/.
- Food and Drug Administration (FDA), http://www.fda.gov/.
- All other regulations provided to the Contractor through the COR or the CO.
- ICE Health Service Corps (IHSC), which can be found at: http://www.ice.gov/about/offices/enforcement-removal-operations/ihs/

In cases where other standards conflict, policies, standards and procedures from DHS/ICE prevail.

Schedule and unscheduled inspections of facilities will be conducted periodically in order to ensure compliance of the aforementioned standards. The Contractor shall provide full and complete cooperation for any request, inspection, or investigation conducted by the Government and/or agents or other agencies acting on behalf of the Government.
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Section C. Appendix 1

PBNDS 2011 EXPECTED OUTCOMES

1.1 Emergency Plans
1. Each facility shall have in place contingency plans to quickly and effectively respond to emergency situations and to minimize their severity.
2. Staff shall be trained annually, at a minimum, in emergency preparedness and implementation of the facility’s emergency plans.
3. An evacuation plan, in the event of a fire or other major emergency, shall be in place, and the plan shall be approved locally in accordance with this standard and updated annually at a minimum.
4. Events, staff responses and command-related decisions during and immediately after emergency situations shall be accurately recorded and documented.
5. Plans shall include procedures for handling special-needs detainees during an emergency or evacuation.
6. The applicable content and procedures in this standard shall be communicated to the detainee in a language or manner the detainee can understand.
7. All written materials provided to detainees shall generally be translated into Spanish. Where practicable, provisions for written translation shall be made for other significant segments of the population with limited English proficiency.
8. Oral interpretation or assistance shall be provided to any detainee who speaks another language in which written material has not been translated or who is illiterate.

1.2 Environmental Health and Safety
1. Facility cleanliness and sanitation shall be maintained at the highest level.
2. Compliance with all applicable federal, state and local safety and sanitation laws shall be ensured by documented internal and external inspections, and by corrective action when indicated.
3. Compliance with all applicable fire safety codes and fire safety performance requirements for facility furnishings shall be ensured.
4. Flammable, poisonous, toxic and caustic materials shall be controlled and used in a safe manner.
5. Compliance with fire prevention regulations, inspection requirements and other practices, including periodic fire drills, shall ensure the safety of detainees, staff and visitors.
6. Staff shall be knowledgeable about procedures and responsibilities during emergency situations, including those that require evacuation, in accordance with a written plan and with training at least annually.
7. The facility shall have a written plan for immediate release of detainees from locked areas, and provisions for a back-up system.

8. A sufficient number of properly positioned emergency exits, clear from obstruction, shall be distinctly and permanently marked.

9. Preventive maintenance and regular inspections shall be performed to ensure timely emergency repairs or replacement and to prevent dangerous and life-threatening situations.

10. Potential disease transfer shall be minimized through proper sanitization of barbering equipment and supplies.

11. Pests and vermin shall be controlled and eliminated.

12. Safe, potable water shall be available throughout the facility.

13. Emergency lighting and life-sustaining equipment shall be maintained and periodically tested.

14. Disposal of garbage and hazardous waste shall be in compliance with applicable government regulations.

15. The applicable content and procedures in this standard shall be communicated to the detainee in a language or manner the detainee can understand.

All written materials provided to detainees shall generally be translated into Spanish. Where practicable, provisions for written translation shall be made for other significant segments of the population with limited English proficiency.

Oral interpretation or assistance shall be provided to any detainee who speaks another language in which written material has not been translated or who is illiterate.

1.3 Transportation (by Land)

1. The general public, detainees and staff shall be protected from harm when detainees are transported.

2. Vehicles used for transporting detainees shall be properly equipped, maintained and operated. This includes equipment appropriate and necessary to transport detainees with disabilities and special needs.

3. Detainees shall be transported in a safe and humane manner, under the supervision of trained and experienced staff.

4. Except in emergency situations, a single officer may not transport a single detainee of the opposite gender. Further, if there is an expectation that a pat down will occur during transport an officer of the same gender as the detainee(s) must be present.

5. Reasonable accommodations shall be made for detainees with physical disabilities and/or special needs in accordance with security and safety needs and all applicable laws and regulations.

6. All instructions shall be communicated to the detainee in a language or manner the detainee can understand.
All written materials provided to detainees shall generally be translated into Spanish. Where practicable, provisions for written translation shall be made for other significant segments of the population with limited English proficiency.

Oral interpretation or assistance shall be provided to any detainee who speaks another language in which written material has not been translated or who is illiterate.

2.1 Admission and Release

1. Each detainee shall be screened to ensure facility safety, security and good order. Searches should be conducted in the least-intrusive manner possible. Absent reasonable suspicion that a detainee is concealing contraband, detainees shall not be strip searched when entering ICE detention facilities.

2. Each detainee's personal property and valuables shall be checked for contraband, inventoried, receipted and stored.

3. Each detainee's identification documents shall be provided to ICE/ERO and, as appropriate a copy placed in the detention file.

4. Medical and mental health screening shall be conducted to identify requirements for medical care, special needs and housing, and to protect the health of others in the facility.

5. Each detainee shall undergo screening interviews and shall complete questionnaires and other forms in accordance with the PBNDS 2011.

6. Each detainee shall be given an opportunity to shower and shall be issued clean clothing, bedding, towels, and personal hygiene items.

7. Each newly admitted detainee shall be kept separated from the general population until health, housing and custody classification is completed but not longer than 12 hours.

8. Each newly admitted detainee shall be oriented to the facility through written material on facility policies, rules, prohibited acts and procedures and, in some facilities, by viewing an orientation video. The applicable content and procedures concerning the facility shall be communicated to the detainee in a language or manner the detainee can understand.

All written materials provided to detainees shall generally be translated into Spanish. Where practicable, provisions for written translation shall be made for other significant segments of the population with limited English proficiency.

Oral interpretation or assistance shall be provided to any detainee who speaks another language in which written material has not been translated or who is illiterate.

9. Detainees shall be released, removed or transferred from a facility only when staff have followed specified procedures and completed required forms.

10. The facility shall maintain accurate records and documentation in an ICE/ERO approved electronic format on all detainees' admission, orientation, discipline and release.
Detainees shall have access to one free telephone call during the admission process as provided in the directive on “Detainee Transfers.”

11. The facility shall comply with applicable federal laws to provide reasonable accommodations for detainees with disabilities and special needs.

2.2 Custody Classification System

1. The community, staff, Contractors, volunteers and detainees shall be protected from harm through a formal classification process, for managing and separating detainees by threat risk and special vulnerabilities or special management concerns that is based on verifiable and documented data.

2. Each detainee shall be expeditiously classified upon admission to the facility and before being admitted into general population housing.

3. Detainees shall be protected from harm by assigning detainees housing with persons of similar backgrounds and criminal history.

4. Each detainee’s custody classification, housing, and work assignment shall be reviewed at regular intervals, as well as when required by changes in the detainee’s behavior or circumstances, and upon discovery of additional, relevant information.

5. Detainees shall be able to appeal their custody classification level and other assignments.

6. Detainees with special vulnerabilities will be identified and consideration will be given to providing appropriate accommodation.

7. Detainees shall be assigned to the least restrictive housing unit consistent with facility safety and security.

8. The applicable content and procedures in this standard shall be communicated to the detainee in a language and manner the detainee can understand.

All written materials provided to detainees shall generally be translated into Spanish. Where practicable, provisions for written translation shall be made for other significant segments of the population with limited English proficiency.

Oral interpretation or assistance shall be provided to any detainee who speaks another language in which written material has not been translated or who is illiterate.

2.3 Contraband

1. Contraband shall be identified, detected, controlled and disposed of properly.

2. Detainee personal property that would be considered contraband within the facility shall be mailed to a third party or stored until the detainee’s release, unless that property is illegal to possess or constitutes a threat to safety or security.

3. Contraband that may be evidence in connection with a violation of a criminal statute shall be preserved, inventoried, controlled and stored with a documented chain of custody.
4. The applicable content and procedures in this standard shall be communicated to the detainee in a language or manner the detainee can understand. All written materials provided to detainees shall generally be translated into Spanish. Where practicable, provisions for written translation shall be made for other significant segments of the population with limited English proficiency. Oral interpretation or assistance shall be provided to any detainee who speaks another language in which written material has not been translated or who is illiterate.

2.4 Facility Security and Control
1. Essential security posts and positions will be staffed with qualified personnel.
2. Facility security and safety will be monitored and coordinated by a secure, well-equipped, and continuously staffed control center.
3. The facility’s perimeter will ensure that detainees remain within and that public access is denied without proper authorization.
4. Information about routine procedures, emergency situations, and unusual incidents will be continually recorded in permanent post logs and shift reports.
5. Facility safety, security and good order, including the safety, health and well-being of staff and detainees, will be enhanced through ongoing observation, supervision, and personal contact and interaction between staff and detainees.
6. Special security and control measures will consistently be applied to Special Management Unit entrances.
7. Facility safety, security and good order will be enhanced through frequent and documented staff inspections of detainee-occupied and unoccupied areas.

2.5 Funds and Personal Property
1. The security, safety and good order of each facility shall be maintained through an immediate search of each newly admitted detainee’s property.
2. Each detainee’s funds, valuables, baggage and personal property shall be inventoried, receipted, stored and safeguarded for the duration of their detention.
3. Each detainee shall be informed of what funds and property may be retained in his/her possession, and of procedures to report missing or damaged property.
4. The applicable content and procedures in this standard shall be communicated to the detainee in a language or manner the detainee can understand. All written materials provided detainees shall generally be translated into Spanish. Where practicable, provisions for written translation shall be made for other significant segments of the population with limited English proficiency. Oral interpretation or assistance shall be provided to any detainee who speaks another language in which written material has not been translated or who is illiterate.
2.6 Hold Rooms in Detention Facilities
1. The safety, security and comfort of detainees temporarily confined in hold rooms shall be ensured.
2. No detainee shall be confined in a hold room for more than 12 hours.
3. Males and females shall be confined separately.
4. Minors (persons under 18) shall be held apart from adults, except for documented related adults or legal guardians, provided this arrangement incites no safety or security concerns.
5. Any detainee with a disability or disabilities, including temporary disabilities, shall be housed in a manner that provides for his/her safety, comfort and security.
6. Detainees awaiting a medical visit shall be seen within two hours.

2.7 Key and Lock Control
1. All staff shall be trained in the proper care and handling of keys and locks.
2. Keys shall be accounted for and controlled.
3. Locks and locking devices shall be continually inspected, maintained and inventoried.
4. All firearms shall be stored in secure gun lockers before their carriers enter the facility.

2.8 Population Counts
Security, safety and orderly facility operations shall be maintained through an ongoing, effective system of population counts and accountability for detainees.

2.9 Post Orders
1. Each officer shall have current written post orders that specifically apply to the assigned post, with step-by-step procedures written in sufficient detail to guide an officer assigned to that post for the first time.
2. Signed and dated records shall be maintained to show that assigned officers acknowledge that they have read and understood the post orders.
3. Post orders shall be formally reviewed annually, and updated as needed.

2.10 Searches of Detainees
1. Detainees shall live and work in a safe and orderly environment.
2. Contraband shall be controlled.
3. Staff of the same gender as the detainee should perform the pat or strip search of the detainee. Searches of the detainee’s property, housing unit or other areas can be made by staff of either gender.

4. Searches of detainees, housing and work areas shall be conducted without unnecessary force and in ways that preserve the dignity of detainees.

5. When body searches are conducted, the least intrusive practicable search method shall be employed, as indicated by the type of contraband and the method of suspected introduction or concealment.

6. Pat searches of detainees and metal detector screening shall be conducted routinely to control contraband.

7. A strip search shall be conducted only when properly authorized by a supervisor and only in the event that there is reasonable suspicion that contraband may be concealed on the person, or when an officer has reasonable suspicion that a good opportunity for concealment has occurred or as may be outlined in facility procedures for post contact visits as indicated in standard “5.7 Visitation.”

8. A body cavity search shall be conducted by designated health personnel only when authorized by the facility administrator on the basis of reasonable suspicion that contraband may be concealed in or on the detainee’s person.

9. “Dry cells” shall be used for contraband detection, with proper authorization and in accordance with required procedures, only when there is reasonable suspicion of concealment.

10. Contraband that may be evidence in connection with a violation of a criminal statute shall be preserved, inventoried, controlled and stored so as to maintain and document the chain of custody.

2.11 Sexual Abuse and Assault Prevention and Intervention

1. The facility shall articulate and adhere to a standard of zero tolerance for incidents of sexual abuse or assault that may occur in the facility. Sexual assault or abuse of detainees by other detainees, staff, volunteers, or contract personnel is prohibited and subject to administrative, disciplinary and criminal sanctions.

2. Detainees and staff shall be informed about the facility’s Sexual Abuse and Assault Prevention and Intervention Program and the zero tolerance policy.

3. Staff shall receive training on working with vulnerable populations and addressing their potential vulnerability in the general population, and shall assign housing accordingly.

4. Detainees shall be screened by staff to identify those likely to be sexual aggressors or sexual victims and these detainees shall be housed to prevent sexual abuse or assault. Detainees who are considered likely to become victims shall be placed in the least restrictive housing that is available and appropriate.

5. Any allegation of sexual abuse or assault shall be immediately and effectively reported to ICE/ERO. In turn, ICE/ERO will report the allegation as a significant incident, and refer the allegation for investigation.
6. Staff receiving reports of sexual abuse shall limit the disclosure of information to individuals with a need-to-know in order to make decisions concerning the detainee-victim’s welfare, and for law enforcement/investigative purposes.

7. Staff suspected of perpetrating sexual abuse or assault shall be removed from all duties requiring detainee contact pending the outcome of the investigation.

8. Detainees shall be encouraged to promptly report acts of harassment of a sexual nature, abuse or signs of abuse observed, and shall not be punished for reporting.

9. If sexual abuse or assault of any detainee occurs, the medical, psychological, safety and legal needs of the detainee shall be promptly and effectively addressed.

10. As appropriate to the event, the detainee victimized by an act of sexual abuse, assault or any mistreatment while being detained in the facility shall be referred, under appropriate security provisions, to the health care unit for treatment. Gathering of clinical forensic evidence shall be conducted by external independent and qualified health care personnel.

11. Assailants will be disciplined and may be subject to criminal prosecution.

12. Documentation of medical and mental health evaluations and treatment, crisis intervention counseling and recommendations for post-release follow-up treatment and/or counseling shall be retained in the detainee’s medical file in accordance with an established schedule;

13. For monitoring, evaluating and assessing the effectiveness of the sexual abuse or assault prevention and intervention program, incidents of sexual abuse or assault shall be specifically documented and tracked. ICE/ERO shall be notified promptly of any report of sexual abuse or assault;

14. The DHS Office of the Inspector General (OIG) hotline poster and all of “Appendix 2.11.C: Sexual Assault Awareness” shall be posted in every housing pod with information that assists detainees in reporting abuses;

15. Facility policies and procedures will include a requirement that staff of the opposite gender will announce their presence upon entering detainee living areas; and

16. The applicable content and procedures in this standard shall be communicated to the detainee in a language or manner the detainee can understand.

All written materials provided to detainees shall generally be translated into Spanish. Where practicable, provisions for written translation shall be made for other significant segments of the population with limited English proficiency.

Oral interpretation or assistance shall be provided to any detainee who speaks another language in which written material has not been translated or who is illiterate.

2.12 Special Management Units

1. The facility shall have a Special Management Unit (SMU) with provisions for separating the administrative segregation section, for detainees segregated from the general population for administrative reasons, from the disciplinary segregation
section, for detainees segregated from the general population for disciplinary reasons.

2. Detainees housed in the general population, staff, Contractors, volunteers and the local community shall be protected from harm by the segregation of certain detainees in an SMU.

3. Any detainee who represents an immediate, significant threat to safety, security or good order shall be immediately controlled by staff and, if cause exists and supervisory approval granted, placed in administrative segregation. ICE and the detainee shall be immediately provided a copy of the administrative segregation order describing the reasons for the detainee’s placement in the SMU. The attorney of record shall be notified of the administrative segregation order within 24 hours.

4. Administrative segregation may also be available to detainees for the purpose of providing “protective custody.” A detainee shall be placed in “protective custody” status in administrative segregation only when there is documentation and supervisory approval that it is necessary to protect a detainee from harm and that no reasonable alternatives are available.

5. A detainee shall be placed in disciplinary segregation only after a finding by a disciplinary hearing panel that the detainee is guilty of a prohibited act or rule violation classified at a “greatest,” “high” or “high-moderate” level, as defined in “Appendix 3.1.A: Prohibited Acts and Sanctions,” found in “3.1 Disciplinary System.”

6. Health care personnel shall be immediately informed when a detainee is admitted to an SMU and shall conduct an assessment and review of the detainee’s medical and mental health status and care needs. Health care personnel shall at a minimum conduct a daily assessment of detainees in an SMU. Where reason for concern exists, a qualified medical or mental health professional shall conduct a complete evaluation.

7. Detainees with serious mental illness may not be automatically placed in an SMU on the basis of such mental illness. Every effort shall be made to place detainees with serious mental illness in a setting in or outside of the facility in which appropriate treatment can be provided, rather than an SMU, if separation from the general population is necessary.

8. The status of detainees in SMUs shall be reviewed by supervisory staff in accordance with required time schedules, and the results of those reviews shall be documented.

9. A detainee shall remain in disciplinary segregation for no more than 30 days per violation, and his/her status shall be reviewed by the facility administrator and the Field Office Director after the first 30 days and each 30 days thereafter, to determine whether continued detention in disciplinary segregation is warranted.

10. Detainees in SMU shall be afforded basic living conditions that approximate those provided to the general population, consistent with the safety and security considerations that are inherent in more controlled housing, and in consideration of the purpose for which each detainee is segregated.
11. In general, when a detainee in an SMU is deprived of any usually authorized items or activity, a report of the action shall be forwarded to the facility administrator for notice and review.

12. Detainees in SMU shall have regular access to supervisory, management, program and health care staff.

13. Each detainee in an SMU shall be offered individual recreation or appropriate group recreation time, unless documented security, safety, or medical considerations dictate otherwise.

14. Detainees in SMU shall be able to write, send and receive mail and correspondence as they would otherwise be able to do while detained within the general population.

15. Detainees in SMU shall be provided opportunities for general visitation, including legal visitation, unless there are substantial, documented reasons for withholding those privileges.

16. Detainees in SMU shall have access to personal legal materials, law library materials and legal visits, in accordance with provisions in the PBNDS 2011.

17. Detainees in SMU shall have access to telephones, in accordance with provisions in the PBNDS 2011.

18. Detainees in SMU shall have access to programs and services such as commissary, library, religious guidance and recreation, in accordance with provisions in the PBNDS 2011.

19. Detailed records shall be maintained on the circumstances related to a detainee’s confinement to the SMU, through required permanent SMU logs and individual detainee records.

20. The applicable content and procedures in this standard shall be communicated to the detainee in a language or manner the detainee can understand.

All written materials provided to detainees shall generally be translated into Spanish. Where practicable, provisions for written translation shall be made for other significant segments of the population with limited English proficiency.

Oral interpretation or assistance shall be provided to any detainee who speaks another language in which written material has not been translated or who is illiterate.

2.13 Staff-Detainee Communication

1. Detainees shall have frequent opportunities for informal contact with facility managerial and supervisory staff and with ICE/ERO Field Office staff.

2. Facility managerial and supervisory staff and ICE/ERO Field Office staff shall directly observe facility operations and conditions of confinement.

3. Detainees shall be able to submit written questions, requests, grievances and concerns to ICE/ERO staff and receive timely responses.

4. Detainees shall be informed how to directly contact DHS/OIG.
5. Detainee telephone serviceability shall be monitored and documented by ICE staff, and any problems shall be reported immediately.

6. The applicable content and procedures in this standard shall be communicated to the detainee in a language or manner the detainee can understand. All written materials provided to detainees shall generally be translated into Spanish. Where practicable, provisions for written translation shall be made for other significant segments of the population with limited English proficiency. Oral interpretation or assistance shall be provided to any detainee who speaks another language in which written material has not been translated or who is illiterate.

2.14 Tool Control
1. Tools, maintenance implements, culinary utensils, medical and dental instruments, equipment and supplies (particularly syringes, needles and other sharps) shall be maintained on an inventory, and continually controlled and accounted for to ensure the safe and orderly operation of the facility.

2.15 Use of Force and Restraints
1. Physical force shall only be used, when both necessary and reasonable,

2. Facilities shall endorse confrontation avoidance as the preferred method for resolving situations, always to be attempted prior to any calculated use of force.

3. Physical force shall only be used to the minimum extent necessary to restore order, protect safety and provide security.

4. Physical force or restraint devices shall not be used as punishment.

5. Restraints shall not be applied without approval in those circumstances for which prior supervisory approval is required.

6. Four/five-point restraints shall be applied only in extreme circumstances and only when other types of restraints have proven ineffective. Advance approval is required, as is prompt notification of and examination by the medical staff. Use of these restraints shall be continued only in accordance with required procedures and documentation.

7. Intermediate force devices shall be used only in circumstances prescribed herein.

8. In each facility, all weapons and related equipment shall be stored securely in designated areas to which only authorized persons have access.

9. In each facility, chemical agents and related security equipment shall be inventoried at least once per month to determine their condition and expiration dates.

10. In each facility, a written record of routine and emergency distribution of security equipment shall be maintained.

11. An employee shall submit a written report no later than the end of his/her shift when force was used on any detainee for any reason, or if any detainee remains in any
type of restraints at the end of that shift. This documentation includes written report
of discharge of a firearm and use of less lethal devices to control detainees.

12. Telephonic notification to the Field Office Director shall occur as soon as practicable.
Documentation shall be submitted to the Field Office Director within two business
days via an ICE-approved form or equivalent, of any use-of force incident involving
an ICE detainee. Appropriate documentation shall be maintained when physical
force is used.

13. Canines shall not be used for force, control, or intimidation of detainees.

14. The applicable content and procedures in this standard shall be communicated to
the detainee in a language or manner the detainee can understand.

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

3.1 Disciplinary System

1. Detainees shall be informed of facility rules and regulations, prohibited acts,
disciplinary sanctions that may be imposed, their rights in the disciplinary system
and the procedure for appealing disciplinary findings.

2. Each facility shall have graduated severity scales of prohibited acts and disciplinary
consequences.

3. Where permitted by facility policy, staff shall informally settle minor transgressions
through mutual consent, whenever possible.

4. Staff who have reason to suspect that a detainee has engaged in a prohibited act or
who witness a prohibited act that cannot or should not be resolved informally, shall
prepare a clear, concise and complete incident report.

5. Each Incident Report shall be objectively and impartially investigated and reported,
ordinarily by a person of supervisory rank.

6. A serious incident that may constitute a criminal act shall be referred to the proper
investigative agency as appropriate, and administrative investigations shall be
suspended pending the outcome of that referral.

7. At each step of the disciplinary and appeal process, the detainee shall be advised in
writing of his/her rights in a language he/she understands, and translation or
interpretation services shall be provided as needed.

8. If any staff at any stage of the disciplinary process has reason to believe that the
detainee is mentally ill or mentally incompetent, the facility shall provide for an
assessment by qualified medical personnel.
9. A Unit Disciplinary Committee (UDC) shall further investigate and adjudicate the incident and may impose minor sanctions or refer the matter to a higher level disciplinary panel.

10. An Institution Disciplinary Panel (IDP) shall conduct formal hearings on Incident Reports referred from UDCs and may impose higher level sanctions for “greatest” and “high” level prohibited acts.

11. Detainees before the IDP shall be afforded a staff representative, upon request, or automatically if the detainee is illiterate, has limited English language skills or otherwise needs special assistance.

12. Actions of the IDP shall be reviewed by the facility administrator, who may concur with the findings and sanctions or modify them.

13. At all steps in the disciplinary process, any sanctions imposed shall be commensurate with the severity of the committed prohibited act and intended to encourage the detainee to conform with rules and regulations in the future.

14. All steps of the disciplinary process shall be performed within the required time limits.

15. At all steps of the disciplinary process, accurate and complete records shall be maintained. The detainee shall receive copies of all reports, exhibits and other documents considered or generated in the hearing process, except insofar as the disclosure of such documents may pose an imminent threat to the safety, security and orderly conduct of the facility staff or other detainees, or if the document or other evidence is otherwise protected from disclosure.

16. If a detainee is found not guilty at any stage of the disciplinary process, the incident records shall not be placed or retained in the detainee’s file, even if these records are retained elsewhere for statistical or historical purposes.

17. Detainees shall be allowed to appeal disciplinary decisions through a formal grievance system. No staff member shall harass, discipline, punish or otherwise retaliate against any detainee for filing a complaint or grievance.

18. Detainees shall be afforded rights including, but not limited to, the following: the right to protection from abuse; the right to freedom from discrimination; the right to pursue a grievance; the right to correspond with persons or organizations; and the right to due process.

19. The applicable content and procedures in this standard shall be communicated to the detainee in a language or manner the detainee can understand.

All written materials provided to detainees shall generally be translated into Spanish. Where practicable, provisions for written translation shall be made for other significant segments of the population with limited English proficiency.

Oral interpretation or assistance shall be provided to any detainee who speaks another language in which written material has not been translated or who is illiterate.
4.1 Food Service
1. All detainees shall be provided nutritionally balanced diets that are reviewed at least quarterly by food service personnel and at least annually by a qualified nutritionist or dietitian.

2. Detainees, staff and others shall be protected from harm, and facility order shall be maintained, by the application of sound security practices in all aspects of food service and dining room operations.

3. Detainees, staff and others shall be protected from injury and illness by adequate food service training and the application of sound safety and sanitation practices in all aspects of food service and dining room operations.

4. Dining room facilities and operating procedures shall provide sufficient space and time for detainees to eat meals in a relatively relaxed, unregimented atmosphere.

5. Food service facilities and equipment shall meet established governmental health and safety codes, as documented in independent, outside sources.

6. Detainees, staff and others shall be protected from health-related harm by advance medical screening and clearance before any detainee is assigned to work in food service operations.

7. Food service areas shall be continuously inspected by food service staff and other assigned personnel on schedules determined by the food service administrator and by applicable policy requirements.

8. Stored food goods shall be maintained in accordance with required conditions and temperatures.

9. Food service personnel shall provide nutritious and appetizing meals. Nutritional needs are diverse because of differences in age, activity, physical condition, gender, religious preference and medical considerations. Food service personnel shall accommodate the ethnic and religious diversity of the facility’s detainee population when developing menu cycles. While each facility must meet all ICE/ERO standards and follow required procedures, individuality in menu planning is encouraged.

10. Therapeutic medical diets and supplemental food shall be provided as prescribed by appropriate clinicians.

11. Special diets and ceremonial meals shall be provided for detainees whose religious beliefs require adherence to religious dietary laws.

12. Detainees shall receive a religious or special diet free of any personal cost.

13. Food shall never be used for reward or punishment.

4.2 Hunger Strikes
1. Any detainee who does not eat for 72 hours shall be referred to the medical department for evaluation and possible treatment by medical and mental health personnel. Prior to 72 hours, staff may refer a detainee for medical evaluation, and when clinically indicated, medical staff may refer the detainee to a hospital;
2. The ICE/ERO Field Office Director and ICE Health Services Corps (IHSC) managed care office shall be immediately notified when a detainee is on a hunger strike, declared or otherwise;

3. The detainee’s health shall be carefully monitored and documented, as shall the detainee’s intake of foods and liquids. The clinical director, designated physician or treating medical staff shall conduct a full clinical and mental health assessment and evaluation, and recommend a course of treatment, intervention or follow-up;

4. When medically advisable, a detainee on a hunger strike shall be isolated for close supervision, observation and monitoring;

5. Medical, mental health or hospital staff shall offer counseling regarding medical risks and detainees shall be encouraged to end the hunger strike or accept medical treatment;

6. Refusal of medical treatment shall be documented in the detainee’s medical file;

7. Involuntary medical treatment shall be administered only with medical, psychiatric and legal safeguards;

8. A record of interactions with the striking detainee, the provision of food, attempted and successfully administered medical treatment, and communications between the CMA, facility administrator and ICE/ERO regarding the striking detainee shall be established; and 9. The applicable content and procedures in this standard shall be communicated to the detainee in a language or manner the detainee can understand.

All written materials provided to detainees shall generally be translated into Spanish. Where practicable, provisions for written translation shall be made for other significant segments of the population with limited English proficiency.

Oral interpretation or assistance shall be provided to any detainee who speaks another language into which written material has not been translated, or who is illiterate.

4.3 Medical Care

1. Detainees shall have access to a continuum of health care services, including screening, prevention, health education, diagnosis and treatment.

**Medical facilities within the detention facility shall achieve and maintain current accreditation with the standards of the National Commission on Correctional Health Care (NCCHC), and shall maintain compliance with those standards.**

2. The facility shall have a mental health staffing component on call to respond to the needs of the detainee population 24 hours a day, seven days a week.

3. All vital medical information shall be communicated to the detainee in a language or manner the detainee can understand.

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

Newly-admitted detainees shall be informed orally or in a manner in which the detainee understands about how to access, appeal or communicate concerns about health services.

4. Detainees shall be able to request health services on a daily basis and shall receive timely follow-up.

5. Detainees shall receive continuity of care from time of admission to time of transfer, release or removal. Detainees, who have received medical care, released from custody or removed shall receive a discharge plan, a summary of medical records, any medically necessary medication and referrals to community-based providers as medically-appropriate.

6. A detainee who is determined to require health care beyond facility resources shall be transferred in a timely manner to an appropriate facility. A written list of referral sources, including emergency and routine care, shall be maintained and updated annually.

7. A transportation system shall provide timely access to health care services that are not available at the facility. Procedures for use of this transportation system shall include: a) prioritization of medical needs; b) urgency (such as the use of an ambulance instead of standard transportation); c) transfer of medical information and medications; and d) safety and security concerns of all persons.

8. A detainee who requires close, chronic or convalescent medical supervision shall be treated in accordance with a written treatment plan conforming to accepted medical practices for the condition in question, approved by a licensed physician, dentist or mental health practitioner.

9. Twenty-four hour emergency medical and mental health services shall be available to all detainees.

10. Centers for Disease Control and Prevention (CDC) guidelines for the prevention and control of infectious and communicable diseases shall be followed.

11. Occupational Safety and Health Administration (OSHA) and applicable state guidelines for managing bio-hazardous waste and decontaminating medical and dental equipment shall be followed.

12. Detainees with chronic conditions shall receive care and treatment, as needed, that includes monitoring of medications, diagnostic testing and chronic care clinics.

13. The facility administrator shall notify ICE/ERO, in writing, of any detainee whose medical or mental health needs require special consideration in such matters as housing, transfer or transportation.

14. Each detainee shall receive a comprehensive medical, dental and mental health intake screening within 12 hours upon arrival at each detention facility.

15. Each detainee shall receive a comprehensive health assessment, including a physical examination and mental health screening, by a qualified, licensed health
care professional no later than 14 days after entering into ICE custody or arrival at facility. For the purposes of the comprehensive medical examination, a qualified licensed health provider includes the following: physicians, physician assistants, nurses, nurse practitioners, or others who by virtue of their education, credentials and experience are permitted by law to evaluate and care for patients.

16. Qualified, licensed health care professionals shall classify each detainee on the basis of medical and mental health needs. Detainees shall be referred for evaluation, diagnosis, treatment and stabilization as medically indicated.

17. Use of restraints on pregnant women and for medical or mental health purposes shall be subject to the requirements specified in standard “2.15 Use of Force and Restraints.”

18. Detainees experiencing severe, life-threatening intoxication or withdrawal symptoms shall be transferred immediately for either on-site or off-site emergency department evaluation.

19. Pharmaceuticals and non-prescription medicines shall be secured, stored and inventoried.

20. Prescriptions and medications shall be ordered, dispensed and administered in a timely manner and as prescribed by a licensed health care professional. This shall be conducted in a manner that seeks to preserve the privacy and personal health information of detainees.

21. Health care services shall be provided by a sufficient number of appropriately trained and qualified personnel, whose duties are governed by thorough and detailed job descriptions and who are licensed, certified, credentialed and/or registered in compliance with applicable state and federal requirements.

22. Detention and health care personnel shall be trained initially and annually in the proper use of emergency medical equipment and shall respond to health-related emergency situations.

23. Information about each detainee’s health status shall be treated as confidential, and health records shall be maintained in accordance with accepted standards separately from other detainee detention files and be accessible only in accordance with written procedures and applicable laws. Health record files on each detainee shall be well organized, available to all practitioners and properly maintained and safeguarded.

24. Informed consent standards shall be observed and adequately documented. Staff shall make reasonable efforts to ensure that detainees understand their medical condition and care.

25. Medical and mental health interviews, screenings, appraisals, examinations and administering of medication shall be conducted in settings that respect detainees’ privacy in accordance with safe and/orderly operations of the facility.

26. Detainees shall be provided same-sex chaperones as appropriate or as requested.
27. Detainees in Special Management Units (SMUs) shall have access to the same or equivalent health care services as detainees in the general population, as specified in standard “2.12 Special Management Units.”

28. **Adequate space and staffing for the use of services of the ICE Tele-Health Systems, inclusive of tele-radiology (ITSP) and telemedicine, shall be provided.**

29. All detainees shall receive medical and mental health screenings, interventions and treatments for gender-based abuse and/or violence, including sexual assault and domestic violence.

30. This standard and the implementation of this standard will be subject to internal review and a quality assurance system in order to ensure the standard of care in all facilities is high.

4.4 Medical Care (Women)

1. Female detainees shall receive routine, age appropriate gynecological and obstetrical health care, consistent with meeting recognized community guidelines for women’s health services.

   **The facility’s provision of gynecological and obstetrical health care shall be in compliance with standards set by the National Commission on Correctional Health Care (NCCHC).**

2. As part of every detainee’s intake health assessment, female detainees shall also receive age-appropriate assessments and preventive women’s health services, as medically appropriate.

3. A pregnant detainee in custody shall have access to pregnancy services including routine or specialized prenatal care, pregnancy testing, comprehensive counseling and assistance, postpartum follow up, lactation services and abortion services.

4. At no time shall a pregnant detainee be restrained, absent truly extraordinary circumstances that render restraints absolutely necessary.

5. The applicable content and procedures in this standard shall be communicated to the detainee in a language or manner the detainee can understand.

   All written materials provided to detainees shall generally be translated into Spanish. Where practicable, provisions for written translation shall be made for other significant segments of the population with limited English proficiency.

   Oral interpretation or assistance shall be provided to any detainee who speaks another language in which written material has not been translated or who is illiterate.

6. All medical care shall be conducted in private with only the patient and medical personnel present. Chaperones shall be provided if requested or if care is provided by a male health

7. A health care provider of a particular gender, whenever possible, shall be considered, when requested by a detainee.
4.5 Personal Hygiene
1. Each facility shall maintain an inventory of clothing, bedding, linens, towels and personal hygiene items that is sufficient to meet the needs of detainees;
2. Each detainee shall have suitable, clean bedding, linens, blankets and towels;
3. Each detainee shall have sufficient clean clothing that is properly fitted; climatically suitable, durable and presentable;
4. Detainees shall be held accountable for clothing, bedding, linens and towels assigned to them; and
5. Detainees, including those with disabilities and special needs, shall be able to maintain acceptable personal hygiene practices.
6. The applicable content and procedures concerning the facility shall be communicated to the detainee in a language or manner the detainee can understand.

All written materials provided to detainees shall generally be translated into Spanish. Where practicable, provisions for written translation shall be made for other significant segments of the population with limited English proficiency.

Oral interpretation or assistance shall be provided to any detainee who speaks another language in which written material has not been translated or who is illiterate.

4.6 Significant Self-harm and Suicide Prevention and Intervention
1. All staff responsible for supervising detainees shall receive a minimum of eight hours of training initially during orientation and repeated at least annually, on effective methods for identifying significant self-harm, as well as suicide prevention and intervention with detainees.
2. Staff shall act to prevent significant self-harm and suicides with appropriate sensitivity, supervision, medical and mental health referrals and emergency medical procedures.
3. Any clinically suicidal detainee or detainee at risk for significant self-harm shall receive preventive supervision, treatment and therapeutic follow-up, in accordance with ICE policies and detention standards.

**The facility shall be in compliance with standards set by the National Commission on Correctional Health Care (NCCHC) in its provision of preventive supervision, treatment, and therapeutic follow-up for clinically suicidal detainees or detainees at risk for significant self-harm.**

4. The applicable content and procedures in this standard shall be communicated to the detainee in a language or manner the detainee can understand.

All written materials provided to detainees shall generally be translated into Spanish. Where practicable, provisions for written translation shall be made for other significant segments of the population with limited English proficiency.

Oral interpretation or assistance shall be provided to any detainee who speaks another language in which written material has not been translated or who is illiterate.
4.7 Terminal Illness, Advance Directives and Death

1. The continuum of health care services provided to detainees shall address terminal illness and advance directives. Appropriate to the circumstances, each detainee shall be provided with an option to complete an advance medical directive;

2. The facility shall be in compliance with standards set by the National Commission on Correctional Health Care (NCCHC) in its provision of medical care to terminally ill detainees.

3. In the event of a detainee’s death, or a detainee becomes gravely ill, specified officials as listed herein and required by ICE policies and the detainee’s designated next of kin shall be notified immediately;

4. In the event of a detainee’s death, required notifications shall be made to authorities outside of ICE/ERO (e.g., the local coroner or medical examiner), and required procedures shall be followed regarding such matters as autopsies, death certificates, burials and the disposition of decedent’s property. Established guidelines and applicable laws shall be observed in regard to notification of a detainee death while in custody;

5. The health services administrator (HSA) at the facility where the detainee was housed at the time of his/her death shall ensure the decedent’s medical record is reviewed for completeness and closed out; and

6. In the event of a detainee death, all property of the detainee shall be returned within two weeks to the detainee’s next of kin, unless property of the decedent is being held as part of an investigation into the circumstances of death;

7. The applicable content and procedures in this standard shall be communicated to the detainee in a language or manner the detainee can understand.

All written materials provided to detainees shall generally be translated into Spanish. Where practicable, provisions for written translation shall be made for other significant segments of the population with limited English proficiency.

Oral interpretation or assistance shall be provided to any detainee who speaks another language in which written material has not been translated or who is illiterate.

5.1 Correspondence and Other Mail

1. Detainees shall be able to correspond with their families, the community, legal representatives, government offices and consular officials.

2. Detainees shall be notified of the facility’s rules on correspondence and other mail through the detainee handbook, or supplement, provided to each detainee upon admittance.

3. The amount and content of correspondence detainees send at their own expense shall not be limited, except to protect public safety or facility security and order.

4. Indigent detainees shall receive a specified postage allowance to maintain community ties and necessary postage for privileged correspondence.
5. Detainees shall have access to general interest publications.

6. Incoming and outgoing mail, with the exception of special correspondence or legal mail, shall be opened to inspect for contraband and to intercept cash, checks and money orders.

7. General correspondence shall be read or rejected only to protect the safe, secure and orderly operation of the facility, and detainees shall be notified in writing when correspondence is withheld in part or in full.

8. Detainees shall be permitted to send special correspondence or legal mail to a specified class of persons and organizations, and incoming mail from these persons shall be opened only in the presence of the detainees (unless waived) to check for contraband (except when contamination is suspected).

9. Incoming and outgoing letters shall be held for no more than 24 hours and packages no more than 48 hours before distribution, excluding weekends, holidays or exceptional circumstances.

10. Detainees in Special Management Units (SMU) shall have the same correspondence privileges as detainees in the general population.

11. The applicable content and procedures in this standard shall be communicated to the detainee in a language or manner the detainee can understand. All written materials provided to detainees shall generally be translated into Spanish. Where practicable, provisions for written translation shall be made for other significant segments of the population with limited English proficiency. Oral interpretation or assistance shall be provided to any detainee who speaks another language in which written material has not been translated or who is illiterate.

5.2 Trips for Non-medical Emergencies

1. Within the constraints of safety and security, selected detainees shall be able to visit critically ill members of the immediate family, attend their funerals or attend family-related state court proceedings, while under constant staff supervision.

2. Safety and security shall be primary considerations in planning, approving and escorting a detainee out of a facility for a nonmedical emergency.

5.3 Marriage Requests

1. Each marriage request from an ICE/ERO detainee shall be reviewed on a case-by-case basis.

2. Consistency in decisions to approve or deny a marriage request shall be achieved by the application of guidelines.

3. Ordinarily, a detainee’s request for permission to marry shall be granted.
5.4 Recreation
1. Detainees shall have daily opportunities at a reasonable time of day to participate in leisure-time activities outside their respective living areas.
2. Detainees shall have access to exercise opportunities and equipment at a reasonable time of day, including at least one hour daily of physical exercise outside the living area, and outdoors when practicable. Facilities lacking formal outdoor recreation areas are encouraged to explore other, secure outdoor areas on facility grounds for recreational use. Daily indoor recreation shall also be available. During inclement weather, detainees shall have access to indoor recreational opportunities, preferably with access to natural light.

**Detainees shall have at least four hours a day access, seven days a week, to outdoor recreation, weather and scheduling permitted. Outdoor recreation shall support leisure activities, outdoor sports and exercise as referenced and defined by the National Commission on Correctional Health Care Standards, provided outside the confines of the housing structure and/or other solid enclosures.**

3. Any detainee housed in a facility that does not meet minimum standards for indoor and outdoor recreation shall be considered for voluntary transfer to a facility that does meet minimum standards for indoor and outdoor recreation.
4. Each detainee in a Special Management Unit (SMU) shall receive (or be offered) access to exercise opportunities and equipment outside the living area and outdoors, when practicable, unless documented security, safety or medical considerations dictate otherwise. Detainees in the SMU for administrative reasons shall receive at least one (1) hour a day, seven (7) times a week, detainees in the SMU for disciplinary reasons shall receive at least one (1) hour a day, five (5) times per week.
5. Each recreation volunteer who provides or participates in facility recreational programs shall complete an appropriate, documented orientation program and sign an acknowledgement of his/her understanding of the applicable rules and procedures and agreement to comply with them.
6. The applicable content and procedures in this standard shall be communicated to the detainee in a language or manner the detainee can understand.

All written materials provided to English speaking detainees shall generally be translated into Spanish. Where practicable, provisions for written translation shall be made for other significant segments of the population with limited English proficiency. Oral interpretation or assistance shall be provided to any detainee who speaks another language in which written material has not been translated or who is illiterate.

5.5 Religious Practices
1. Detainees shall have regular opportunities to participate in practices of their religious faiths, limited only by a documented threat to the safety of persons involved in such activity itself or disruption of order in the facility;
2. All religions represented in a detainee population shall have equal status without discrimination based on any detainee's race, ethnicity, religion, national origin, gender, sexual orientation or disability;

3. Each facility’s religious program shall be planned, administered and coordinated in an organized and orderly manner;

4. Adequate space, equipment and staff (including security and clerical) shall be provided for in order to conduct and administer religious programs;

5. The chaplain or religious services coordinator will make documented efforts to recruit external clergy or religious service providers to provide services to adherents of faith traditions not directly represented by chaplaincy or religious services provider staff. Detainees are encouraged to provide information about local religious providers;

6. Each facility’s religious program shall be augmented and enhanced by community clergy, Contractors, volunteers and groups who provide individual and group assembly religious services and counseling;

7. Detainees in Special Management Units (SMUs) and hospital units shall have access to religious activities and practices to the extent compatible with security and medical requirements;

8. Special diets shall be provided for detainees whose religious beliefs require adherence to religious dietary laws; and

9. Detainees shall be provided information about religious programs at the facility, including how to contact the chaplain or religious services coordinator, how to request visits or services by other religious services providers, how to request religious diets and how to access religious property and headwear as part of the facility’s admission and orientation program in a language or manner the detainee can understand.

All written materials provided to detainees shall generally be translated into Spanish. Where practicable, provisions for written translation shall be made for other significant segments of the population with limited English proficiency.

Oral interpretation or assistance shall be provided to any detainee who speaks another language in which written material has not been translated or who is illiterate.

5.6 Telephone Access

1. Detainees shall have reasonable and equitable access to reasonably priced telephone services.

2. Detainees with hearing or speech disabilities shall be granted reasonable accommodations to allow for appropriate telephone services.

3. Detainees in Special Management Units (SMU) shall have access to telephones, commensurate with facility security and good order.

4. Detainees and their legal counsel shall be able to communicate effectively with each other.
5. Privacy for detainee telephone calls regarding legal matters shall be ensured.
6. Telephone access procedures shall foster legal access and confidential communications with attorneys.
7. Detainees shall be able to make free calls to the ICE/ERO-provided list of free legal service providers for the purpose of obtaining initial legal representation, to consular officials, to the Department of Homeland Security (DHS) Office of the Inspector General (OIG), and to the ICE Office of Professional Responsibility (OPR) Joint Intake Center (JIC). Indigent detainees, who are representing themselves pro se, shall be permitted free calls on an as-needed basis to family or other individuals assisting with the detainee’s immigration proceedings.
8. Telephones shall be maintained in proper working order.
9. Facilities shall strive to reduce telephone costs, including through the use of emerging telecommunications, voiceover and Internet protocol technologies.
10. The applicable content and procedures in this standard shall be communicated to the detainee in a language or manner the detainee can understand.

All written materials provided to detainees shall generally be translated into Spanish. Where practicable, provisions for written translation shall be made for other significant segments of the population with limited English proficiency.

Oral interpretation or assistance shall be provided to any detainee who speaks another language in which written material has not been translated or who is illiterate.

5.7 Visitation
1. Facilities are encouraged to allow detainees to maintain ties to their family and friends in the community. Detainees shall be able to receive visits from legal representatives, consular officials and others in the community.
2. Visits between legal representatives and assistants and an individual detainee are confidential and shall not be subject to auditory supervision. Private consultation rooms shall be available for such meetings.
3. Detainees shall be advised of their right to contact their consular representatives and receive visits from their consulate officers.
4. Facilities are encouraged to provide opportunities for both contact and non-contact visitation with approved visitors during both day and evening hours.
5. Information about visiting policies and procedures shall be readily available to the public.
6. The number of visitors a detainee may receive and the length of visits shall be limited only by reasonable constraints of space, scheduling, staff availability, safety, security and good order. Generally visits should be for the maximum period practicable but not less than one hour with special consideration given to family circumstances and individuals who have traveled long distances.
7. Visitors shall be screened and approved upon arrival and shall be required to adequately identify themselves and register to be admitted into a facility, so that safety, security and good order can be maintained.

8. A background check shall be conducted on all new volunteers prior to their being approved to provide services to detainees.

9. Each new volunteer shall complete an appropriate, documented orientation program and sign an acknowledgement of his or her understanding of the applicable rules and procedures and agreement to comply with them.

10. The applicable content and procedures in this standard shall be communicated to the detainee in a language or manner the detainee can understand. All written materials provided to detainees shall generally be translated into Spanish. Where practicable, provisions for written translation shall be made for other significant segments of the population with limited English proficiency. Oral interpretation or assistance shall be provided to any detainee who speaks another language in which written material has not been translated or who is illiterate.

5.8 Voluntary Work Program

1. Detainees may have opportunities to work and earn money while confined, subject to the number of work opportunities available and within the constraints of the safety, security and good order of the facility.

2. Detainees shall be able to volunteer for work assignments but otherwise shall not be required to work, except to do personal housekeeping.

3. Essential operations and services shall be enhanced through detainee productivity.

4. The negative impact of confinement shall be reduced through decreased idleness, improved morale and fewer disciplinary incidents.

5. Detainee working conditions shall comply with all applicable federal, state and local work safety laws and regulations.

6. There shall be no discrimination regarding voluntary work program access based on any detainee’s race, religion, national origin, gender, sexual orientation or disability.

7. The applicable content and procedures in this standard shall be communicated to the detainee in a language or manner the detainee can understand. All written materials provided to detainees shall generally be translated into Spanish. Where practicable, provisions for written translation shall be made for other significant segments of the population with limited English proficiency. Oral interpretation or assistance shall be provided to any detainee who speaks another language in which written material has not been translated or who is illiterate.

6.1 Detainee Handbook

1. Upon admission to a facility, each detainee shall be provided the comprehensive written orientation materials, which shall consist of the ICE National Detainee
Handbook (ICE Handbook) and a local detainee handbook supplement. The facility shall develop the local detainee handbook supplement, which shall describe such matters as:

a. the grievance system;
b. services and programs;
c. medical care;
d. access to legal counsel;
e. law libraries and legal material;
f. correspondence and other material;
g. staff-detainee communication;
h. the classification system;
i. visitation; and
j. the disciplinary system.

2. Each detainee shall verify, by signature and date, receipt of those orientation materials, and that acknowledgement shall be maintained in the detainee’s detention file.

3. The ICE Handbook will be provided to the facility in English, Spanish and other languages made available by ICE. The facility administrator shall ensure that the facility has sufficient quantities of the English and all translated versions of the ICE Handbook, and shall request additional copies of the ICE Handbook from the ICE Field Office Director as needed.

4. The local handbook supplement provided to detainees shall generally be translated into Spanish. Where practicable, provisions for written translation shall be made for other significant segments of the population with limited English proficiency. Oral interpretation or assistance shall be provided to any detainee who speaks another language in which written material has not been translated or who is illiterate. Materials may be provided via audio or video recordings.

The applicable content and procedures in this standard shall be communicated to the detainee in a language or manner the detainee can understand.

6.2 Grievance System

1. Detainees shall be informed about the facility’s informal and formal grievance system in a language or manner they understand.

2. In their daily interaction, staff and detainees shall mutually resolve most complaints and grievances orally and informally.

3. Detainees shall be able to file formal grievances, including medical grievances, and shall receive written responses, including the basis for the decision, in a timely manner.
4. Detainees shall be able to file emergency grievances for incidents that involve an immediate threat to health, safety, or welfare, and shall receive written responses, including the basis for the decision, in a timely manner.

5. Detainees shall be able to appeal initial decisions on grievances to at least one higher level of review.

6. Facilities shall allow any ICE/ERO detainee dissatisfied with the facility’s response to a grievance or those fearing retaliation to be able to appeal or communicate directly with ICE/ERO.

7. Accurate records shall be maintained for filed grievances and their resolution in a grievance log and the detainee’s detention file.

8. No detainee shall be harassed, disciplined, punished or otherwise retaliated against for filing a complaint or grievance.

9. The applicable contents and procedures in this Standard shall be communicated to a detainee in a language or manner the detainee can understand. All written materials provided to detainees shall generally be translated into Spanish. Where practicable, provisions for written translation shall be made for other significant segments of the population with limited English proficiency. Oral interpretation or assistance shall be provided to any detainee who speaks another language in which written material has not been translated or who is illiterate.

10. The facility shall accommodate the special assistance needs of detainees in preparing and pursuing a grievance, including those with profound mental illness or known intellectual disability.

6.3 Law Libraries and Legal Material

1. Detainees shall have access to a properly equipped law library, legal materials and equipment (including photocopying resources) to facilitate the preparation of documents.

2. Detainees shall have meaningful access (no less than five hours per week) to law libraries, legal materials and equipment.

3. **When requested and where resources permit, facilities shall provide detainees meaningful access to law libraries, legal materials and related materials on a regular schedule and no less than 15 hours per week.

4. Special scheduling consideration shall be given to detainees facing deadlines or time constraints.

5. Detainees shall not be required to forgo recreation time to use the law library. Requests for additional time to use the law library shall be accommodated to the extent possible, including accommodating work schedules when practicable, including accommodating work schedules when practicable, consistent with the orderly and secure operation of the facility.

6. Detainees shall have access to courts and counsel.
7. Detainees shall be able to have confidential contact with attorneys and their authorized representatives in person, on the telephone and through correspondence.

8. Detainees shall receive assistance where needed (e.g., orientation to written or electronic media and materials; assistance in accessing related programs, forms and materials); in addition, detainees who are illiterate, limited-English proficient or disabled shall receive appropriate special assistance.

9. Detainees in the Special Management Unit (SMU) shall have access to legal resources and materials on the same basis as the general population.

10. Detainees shall be notified of the facility’s rules on law libraries and legal material through the detainee handbook.

11. The applicable content and procedures in this standard shall be communicated to the detainee in a language or manner the detainee can understand.

6.4 Legal Rights Group Presentations

1. Detainees shall have access to group presentations on United States immigration law and procedures and all other relevant issues related to the immigration court, appeals and removal processes, including a detainee’s legal rights.

2. Persons and organizations requesting to make such group presentations shall be able to obtain clear information about how to become authorized to provide legal rights group presentations, including regularly scheduled presentations.

3. Facility safety, security and good order shall be maintained.

4. Detainees shall not be subject to reprisals, retaliation or penalties for attending legal rights group presentations.

5. Detainees shall be able to communicate and correspond with representatives from the legal groups that make presentations at the facilities.

6. Detainees shall have access to information and materials provided by legal groups. Organizations shall be permitted to distribute information in response to specific legal inquiries.

7. Detainees shall have access to group presentations by diplomatic representatives.

8. The applicable content and procedures of the facility’s rules on legal rights group presentations shall be communicated to the detainee through the detainee handbook or supplement in a language or manner the detainee can understand.

9. Detainees shall be notified of all scheduled presentations at least 48 hours in advance.

All written materials provided to detainees shall generally be translated into Spanish. Where practicable, provisions for written translation shall be made for other significant segments of the population with limited English proficiency.

Oral interpretation or assistance shall be provided to any detainee who speaks another language in which written material has not been translated or who is illiterate.
7.1 Detention Files
1. A detention file shall be maintained on each detainee admitted to a detention facility for more than 24 hours.
2. Each detention file shall include all documents, forms and other information specified herein.
3. The security and confidentiality of each detention file and its contents shall be maintained.
4. Staff shall have access to detention files as needed for official purposes only.
5. Information from a detention file shall be released to an outside third party only with the detainee’s signed release-of-information consent form, consistent with the resources and security of the facility. Any release of information shall be in accordance with applicable federal and state regulations.
6. Electronic record-keeping systems and data shall be protected from unauthorized access.
7. Field Offices shall maintain detention files for a minimum of 18 months after release of the detainee, for auditing purposes.
8. Closed detention files shall be properly archived.

7.2 Interviews and Tours
1. The public and the media shall be informed of operations and events within the facility’s areas of responsibility.
2. The privacy of detainees and staff, including the right of a detainee to not be photographed or recorded, shall be protected.

7.3 Staff Training
1. Before assuming duties, each new employee, Contractor, or volunteer will be provided an orientation to the facility and the ICE/ERO detention standards.
2. All part-time staff and contract personnel shall receive formal orientation training appropriate to their assignments. Any part-time, volunteer, or contract personnel working more than twenty hours per week shall receive training appropriate to their position and commensurate with their full-time colleagues.
3. Training for staff, Contractors, and volunteers will be provided by instructors who are qualified to conduct such training.
4. Staff and Contractors who have minimal detainee contact (such as clerical and other support staff) will receive initial and annual training commensurate with their responsibilities.
5. Professional, support, and health care staff and Contractors who have regular or daily contact with detainees, or who have significant responsibility involving detainees, will receive initial and annual training commensurate with their position.
6. Security staff and Contractors will receive initial and annual training commensurate with their position.

7. Facility management and supervisory staff and Contractors will receive initial and annual training commensurate with their position.

8. Personnel and Contractors assigned to any type of emergency response unit or team will receive initial and annual training commensurate with these responsibilities including annual refresher courses or emergency procedures and protocols.

9. Personnel and Contractors authorized to use firearms will receive appropriate training before being assigned to a post involving their use and will demonstrate competency in firearms use at least annually.

10. Personnel and Contractors authorized to use chemical agents and electronic control devices will receive thorough training in their use and in the treatment of individuals exposed to a chemical agent.

11. Security staff and Contractors will be trained in self-defense and use-of-force procedures to include confrontation avoidance and emergency protocols.

12. New staff, Contractors, and volunteers will acknowledge in writing that they have reviewed facility work rules, ethics, regulations, conditions of employment, and related documents, and a copy of the signed acknowledgement will be maintained in each person’s personnel file.

**7.4 Detainee Transfers**

1. Decisions to transfer detainees are made by the Field Office Director or his/her designee on the basis of complete and accurate case information and principles set forth in the ICE/ERO Detainee Transfers Directive and other applicable ICE/ERO policies. All detainee transfers and transfer determinations shall be based on a thorough and systematic review of the most current information available by ICE/ERO.

2. The legal representative-of-record shall be notified as soon as practicable, but no later than 24 hours after the detainee is transferred, in accordance with sound security practices. Contacting the legal representative-of-record will be the responsibility of ICE/ERO.

3. The detainee shall be informed of the transfer orally and in writing in a language or manner that he/she can understand, immediately prior to transport.

4. Transportation staff, as well as sending and receiving facility staff, shall have accurate and complete records for each transferred detainee.

5. Transfers of detainees shall be accomplished safely and securely.

6. Detainees shall be transferred with appropriate medication(s) and medical and referral information to ensure continuity of care with the receiving facility’s medical services.
7. Transferred detainee funds, valuables and other personal property shall be safeguarded and transported in compliance with standards “1.3 Transportation (by Land),” “2.1 Admission and Release” and “2.5 Funds and Personal Property.”

8. The applicable content and procedures in this Standard shall be communicated to the detainee in a language or manner the detainee can understand. All written materials provided to detainees shall generally be translated into Spanish. Where practicable, provisions for written translation shall be made for other significant segments of the population with limited English proficiency. Oral interpretation or assistance shall be provided to any detainee who speaks another language in which written material has not been translated or who is illiterate.

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[END OF SECTION C]
SECTION D—PACKAGING AND MARKING

There are no clauses incorporated with this section for this RFP.

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[END OF SECTION D]
SECTION E—INSPECTION AND ACCEPTANCE

E.1 52.246-2 Inspection of Supplies-Fixed Price. (AUG 1996)

E.2 52.246-4 Inspection of Services-Fixed Price. (AUG 1996)

E.3 52.246-16 Responsibility for Supplies. (APR 1984)

E.4 Inspection Requirements

Review of Deliverables ---
(a) The COR will provide written acceptance, comments and/or change requests, if any, within thirty (30) business days from receipt by the Government of the initial deliverable.
(b) Upon receipt of the Government's comments, the Contractor shall have fifteen (15) business days to incorporate the Government's comments and/or change requests and to resubmit the deliverable in its final form.
(c) If written acceptance, comments and/or change requests are not issued by the Government within thirty (30) calendar days of submission, the draft deliverable shall be deemed acceptable as written and the Contractor may proceed with the submission of the final deliverable product.

The Contractor shall provide all deliverables to the COR in Microsoft Excel, PowerPoint or Word format.

Deliverables Chart --

<table>
<thead>
<tr>
<th>#</th>
<th>Deliverable</th>
<th>Solicitation Section (for reference only-not all-inclusive)</th>
<th>Due Date(s)</th>
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<tbody>
<tr>
<td>1.</td>
<td>Final Version of the Quality Control Plan</td>
<td>C.20.1</td>
<td>Within 30 calendar days of award of contract and updated annually</td>
</tr>
<tr>
<td>2.</td>
<td>Policy and Procedures Manual</td>
<td>C.6.2</td>
<td>Within 30 calendar days of award of contract and updated annually</td>
</tr>
<tr>
<td>3.</td>
<td>Standard Operating Procedures</td>
<td>C.6.2</td>
<td>No later than two months after date of award</td>
</tr>
<tr>
<td>#</td>
<td>Deliverable</td>
<td>Solicitation Section (for reference only- not all-inclusive)</td>
<td>Due Date(s)</td>
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<td>4.</td>
<td>Post Orders</td>
<td>C.7</td>
<td>Within 30 calendar days of award of contract, annually and as requested by the COR.</td>
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<tr>
<td>5.</td>
<td>Staffing Plan</td>
<td>C.13</td>
<td>With Proposal</td>
</tr>
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<td>6.</td>
<td>Communication Plan</td>
<td>C.6.2.5</td>
<td>Within 30 calendar days of award of contract</td>
</tr>
<tr>
<td>7.</td>
<td>Resumes of Key Personal</td>
<td>C.14</td>
<td>With Proposal and Prior to Entry on Duty (EOD) of any new staff</td>
</tr>
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<td>8.</td>
<td>Organizational Chart</td>
<td>C.14.3</td>
<td>Upon COR Request</td>
</tr>
<tr>
<td>9.</td>
<td>Notification of change in employee’s health status</td>
<td>C.12.3</td>
<td>Immediately</td>
</tr>
<tr>
<td>10.</td>
<td>Employee termination, transfer, suspension, personnel action relating to disqualifying information or incidents of delinquency</td>
<td>C.12</td>
<td>Immediately (immediate verbal report, with written follow-up)</td>
</tr>
<tr>
<td>11.</td>
<td>Report of any on contract employee misconduct</td>
<td>C.12</td>
<td>Immediately (immediate verbal report, with written follow-up)</td>
</tr>
<tr>
<td>12.</td>
<td>e-Qip Security Process (Form I-9)</td>
<td>C.12.2</td>
<td>Prior to Entry on Duty (EOD)</td>
</tr>
<tr>
<td>13.</td>
<td>Use of Force Incident Reports</td>
<td>C.9.11</td>
<td>Verbal Immediately and written report within 2 hours of incident but no later than the end of shift</td>
</tr>
<tr>
<td>#</td>
<td>Deliverable</td>
<td>Solicitation Section (for reference only-not all-inclusive)</td>
<td>Due Date(s)</td>
</tr>
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<tr>
<td>14.</td>
<td>Written Report of Escapes</td>
<td>C.9.18</td>
<td>Prior to end of shift (verbal report immediately, with written report no later than end of shift)</td>
</tr>
<tr>
<td>15.</td>
<td>Physical harm or threat to safety, health or welfare</td>
<td>C.10.2</td>
<td>Immediately and follow-up within 24 hours of incident</td>
</tr>
<tr>
<td>16.</td>
<td>Drug Test Results</td>
<td>C.12.3.3</td>
<td>Upon EOD and as requested by COR</td>
</tr>
<tr>
<td>17.</td>
<td>Emergency Call Back Roster</td>
<td>C.6.2</td>
<td>Quarterly or as needed</td>
</tr>
<tr>
<td>18.</td>
<td>Finalized Training Plan, with Curriculum</td>
<td>C.16</td>
<td>Within 30 calendar days of award of contract</td>
</tr>
<tr>
<td>19.</td>
<td>Monthly Training Forecast</td>
<td>C.16</td>
<td>Monthly</td>
</tr>
<tr>
<td>20.</td>
<td>Completed Training Log</td>
<td>C.16</td>
<td>Monthly</td>
</tr>
<tr>
<td>21.</td>
<td>Daily Time Sheet</td>
<td>C.6.2</td>
<td>Daily</td>
</tr>
<tr>
<td>22.</td>
<td>Emergency Action Plan</td>
<td>C.20.3</td>
<td>No later than two months after date of award</td>
</tr>
<tr>
<td>23.</td>
<td>Sexual Assault &amp; Suicide Prevention Program</td>
<td>C.20.4</td>
<td>No later than two months after date of award</td>
</tr>
<tr>
<td>24.</td>
<td>Firearms Training Certificates</td>
<td>C.17</td>
<td>Quarterly</td>
</tr>
<tr>
<td>25.</td>
<td>Firearms Log with Locations and Names of Assigned Officers</td>
<td>C.6.2 and C.17</td>
<td>Monthly</td>
</tr>
<tr>
<td>#</td>
<td>Deliverable</td>
<td>Solicitation Section (for reference only-not all-inclusive)</td>
<td>Due Date(s)</td>
</tr>
<tr>
<td>----</td>
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<td>-------------------------------------------------------------</td>
<td>------------------------------------------------------</td>
</tr>
<tr>
<td>26.</td>
<td>Officer Testing Questions and Results</td>
<td>C.16</td>
<td>Post award, as needed by the COR</td>
</tr>
<tr>
<td>27.</td>
<td>Key, Tool Cabinet Inventory Class A and Class B Log</td>
<td>C.6.2, C.6.4.12 and C.9.7</td>
<td>At the beginning of day and end of each shift</td>
</tr>
<tr>
<td>28.</td>
<td>Equipment Inventory</td>
<td>C.6.2, C.11 and C.2.14 Appendix 1</td>
<td>Annually</td>
</tr>
<tr>
<td>30.</td>
<td>Detainee Volunteer Work Screening Form (Request Form)</td>
<td>C.9.19</td>
<td>As required</td>
</tr>
<tr>
<td>31.</td>
<td>Detainee Volunteer Work Program Training Form</td>
<td>C.9.19</td>
<td>As required</td>
</tr>
<tr>
<td>32.</td>
<td>Detainee Volunteer Laundry Facility Work Detail Pay List</td>
<td>C.9.19</td>
<td>Per Shift</td>
</tr>
<tr>
<td>33.</td>
<td>Sanitation Checklist</td>
<td>C.6.4.9, C.10.7</td>
<td>Twice daily</td>
</tr>
<tr>
<td>34.</td>
<td>Safety Devices/Equipment Training Plan</td>
<td>C.6.2.1.2</td>
<td>Quarterly</td>
</tr>
<tr>
<td>35.</td>
<td>Chemical Perpetual Inventory Sheet</td>
<td>C.6.2, C.9.9</td>
<td>Monthly or as requested by COR</td>
</tr>
<tr>
<td>36.</td>
<td>Compliance and Independent Audit Report</td>
<td>C.6.2</td>
<td>Annually</td>
</tr>
<tr>
<td>37.</td>
<td>Key Indicators Report (See Attachment 3)</td>
<td>C.9.12</td>
<td>Weekly (Every Monday)</td>
</tr>
<tr>
<td>#</td>
<td>Deliverable</td>
<td>Solicitation Section (for reference only-not all-inclusive)</td>
<td>Due Date(s)</td>
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</tr>
<tr>
<td>38</td>
<td>General Supply/Inventory Plan</td>
<td>C.11</td>
<td>Within 30 calendar days after award of contract, then Quarterly</td>
</tr>
<tr>
<td>39</td>
<td>Commissary Inventory List</td>
<td>C.6.2.7</td>
<td>Monthly</td>
</tr>
<tr>
<td>40</td>
<td>Commissary Sales Report</td>
<td>C.6.2.7</td>
<td>Monthly</td>
</tr>
<tr>
<td>41</td>
<td>Statement of Detainee Funds Accounts</td>
<td>C.20.8 and C.6.2.7</td>
<td>Monthly and/or as requested by COR</td>
</tr>
<tr>
<td>42</td>
<td>IT Security Plan</td>
<td>C.6.2 and Section I (3052.204-70)</td>
<td>Within 30 calendar days after award of contract</td>
</tr>
<tr>
<td>43</td>
<td>Finalized List of Approved Food Vendors</td>
<td>C.6.4.10</td>
<td>Within 30 calendar days after award of contract and upon any changes thereafter</td>
</tr>
<tr>
<td>44</td>
<td>Employee Meal Ticket Sales Report</td>
<td>C.6.4.14</td>
<td>Weekly or as requested by the COR</td>
</tr>
<tr>
<td>45</td>
<td>Number of Meals Served/Daily Meal Count</td>
<td>C.6.4.11</td>
<td>Monthly and Quarterly</td>
</tr>
<tr>
<td>46</td>
<td>14 Day Common Fare Menu</td>
<td>C.6.4</td>
<td>Monthly</td>
</tr>
<tr>
<td>47</td>
<td>35 Day Regular Menu</td>
<td>C.6.4</td>
<td>Monthly</td>
</tr>
<tr>
<td>48</td>
<td>Detainee Special Needs Menu</td>
<td>C.6.4</td>
<td>Monthly</td>
</tr>
<tr>
<td>49</td>
<td>Daily Diet List (Medical &amp; Religious)</td>
<td>C.6.4</td>
<td>Daily</td>
</tr>
<tr>
<td>50</td>
<td>Holiday Menus</td>
<td>C.6.4</td>
<td>Annually</td>
</tr>
<tr>
<td>#</td>
<td>Deliverable</td>
<td>Solicitation Section (for reference only-not all-inclusive)</td>
<td>Due Date(s)</td>
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</tr>
<tr>
<td>51.</td>
<td>Emergency Food Preparation and Service Schedule</td>
<td>C.6.4</td>
<td>Within 30 calendar days of award of contract</td>
</tr>
<tr>
<td>52.</td>
<td>ACA Temperature Log Report (refrigerators, freezers, dishwasher temperatures and water)</td>
<td>C.6.4</td>
<td>Three times a day</td>
</tr>
<tr>
<td>53.</td>
<td>Food Service Weekly Inspection Log</td>
<td>C.6.4</td>
<td>Weekly</td>
</tr>
<tr>
<td>54.</td>
<td>Food Handler Certification</td>
<td>C.6.4</td>
<td>To be maintained for all food service employees</td>
</tr>
<tr>
<td>55.</td>
<td>Food and Non-Food Inventory</td>
<td>C.6.4.11</td>
<td>Monthly</td>
</tr>
<tr>
<td>56.</td>
<td>Maintenance Service Work Orders</td>
<td>C.6.4</td>
<td>As required</td>
</tr>
<tr>
<td>57.</td>
<td>Common Fare Cost for Detainees</td>
<td>C.6.4</td>
<td>Quarterly</td>
</tr>
<tr>
<td>58.</td>
<td>Authorized Detainee Worker List Weekly Schedule</td>
<td>C.9.19</td>
<td>Weekly</td>
</tr>
<tr>
<td>59.</td>
<td>Detainee Volunteer Food Service Work Detail Pay List</td>
<td>C.9.19</td>
<td>Per Shift</td>
</tr>
<tr>
<td>60.</td>
<td>Monthly Medical Inspection Corrective Actions</td>
<td>C.6.2</td>
<td>Monthly</td>
</tr>
<tr>
<td>#</td>
<td>Deliverable</td>
<td>Solicitation Section (for reference only-not all-inclusive)</td>
<td>Due Date(s)</td>
</tr>
<tr>
<td>-----</td>
<td>-----------------------------------------------------------------------------</td>
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<td>-------------</td>
</tr>
<tr>
<td>61.</td>
<td>Certified Dietician In-Service Staff Training and Department Inspection</td>
<td>C.6.4</td>
<td>Quarterly</td>
</tr>
<tr>
<td>62.</td>
<td>Medical Clearance</td>
<td>C.6.4</td>
<td>For all new employees and after diagnosed with illness or communicable disease. Employees must be re-examined and medically cleared before returning to work.</td>
</tr>
<tr>
<td>63.</td>
<td>Non-Edible Food Service Supply Usage Report (Equipment and Supplies)</td>
<td>C.6.4.11</td>
<td>Monthly</td>
</tr>
<tr>
<td>64.</td>
<td>Menu Cycle (Revisions and Registered Dietician Recertification of all menus)</td>
<td>C.6.4</td>
<td>Every Six (6) Months</td>
</tr>
<tr>
<td>65.</td>
<td>End of Month Food Service Cost Report, including Cost Per Meal Data</td>
<td>C.6.4</td>
<td>Monthly</td>
</tr>
<tr>
<td>66.</td>
<td>Serving Line Temperature Report</td>
<td>C.6.4</td>
<td>Per meal, per item</td>
</tr>
<tr>
<td>67.</td>
<td>Daily Food Usage Report</td>
<td>C.6.4</td>
<td>Daily</td>
</tr>
<tr>
<td>68.</td>
<td>Food Service Area Cleaning Schedule</td>
<td>C.6.4</td>
<td>Weekly</td>
</tr>
</tbody>
</table>
E.5 Acceptance Criteria

The Government will provide written notification of acceptance or rejection of all final deliverables within thirty (30) calendar days. Absent written notification, final deliverables may be construed as accepted. All notifications of rejection will be accompanied with an explanation of the specific deficiencies causing the rejection.

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[END OF SECTION E]
SECTION F—DELIVERIES OR PERFORMANCE

F.1 52.242-15 Stop-Work Order.  (AUG 1989)

F.2 52.242-17 Government Delay of Work.  (APR 1984)

F.3 Places of Performance

Port Isabel Detention Center
27991 Buena Vista Blvd
Los Fresnos, TX 78556

F.4 Period of Performance

The period of performance for this contract is anticipated to be a thirty (30) day transition period, an eleven (11) month base period and six (6) twelve (12) month option periods.

F.5 52.217-8 Option to Extend Services  (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six (6) months. The CO may exercise the option by written notice to the Contractor within sixty (60) days of expiration.

F.6 52.217-9 Option to Extend the Term of the Contract  (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed seven (7) years and six (6) months, in the event that an extension is exercised in accordance with FAR 52.217-8.

(End of clause)

[END OF SECTION F]
SECTION G—CONTRACT ADMINISTRATION

G.1 Contract Management

Notwithstanding the Contractor’s responsibility for total management responsibility during the performance of this contract, the administration of the contract will require maximum coordination between the ICE and the Contractor.

The individuals outlined in Section G will be the Government points of contact during the performance of this contract for their respective roles as identified herein:

**Contract Specialist(s):**
Benjamin Golway  
Office of Acquisition Management – Detention Management  
Immigration & Customs Enforcement  
801 I Street NW, Suite 910  
Washington, DC 20536  
Email: Benjamin.Golway@ice.dhs.gov

**Contracting Officer:**
Brandiss Smith  
Office of Acquisition Management – Detention Management  
Immigration & Customs Enforcement  
801 I Street NW, Suite 910  
Washington, DC 20536  
Email: Brandiss.Smith@ice.dhs.gov

The CO has the authority to award, modify or terminate contracts and obligate Government funds. The CO is responsible for ensuring performance of all necessary actions for effective contracting, ensuring compliance with the terms of the contract, and safeguarding the interest of the United States in its contractual relationships.

G.2 Contracting Officer’s Representative (COR)

The following individual is designated and authorized by the CO to perform contract administration functions related to the technical performance of this contract.

(Provided at time of Award)  
Immigration & Customs Enforcement  
Enforcement & Removal Operations

The COR’s principal role is to support the CO in managing the contract, providing technical administration and direction within the scope of the contract, managing technical execution, monitoring performance and ensuring requirements are met within the terms of the contract.
G.3 Invoice Requirements

Service Providers/Contractors shall use these procedures when submitting an invoice.

1. Invoice Submission: Invoices shall be submitted in a .pdf format on a monthly basis via email to:

   Invoice.Consolidation@ice.dhs.gov

   Each email shall contain only one (1) invoice and the subject line of the email will annotate the invoice number. The emailed invoice shall include the “bill to” address shown below:

   DHS, ICE
   Financial Operations - Burlington
   P.O. Box 1620
   ATTN: ICE-ERO-SPC-FAO-PIC
   Williston, VT 05495-1620

   Note: The Service Provider's or Contractor's Dunn and Bradstreet (D&B) DUNS Number must be registered in the System for Award Management (SAM) at https://www.sam.gov prior to award and shall be notated on every invoice submitted to ensure prompt payment provisions are met. The ICE program office identified in the task order/contract shall also be notated on every invoice.

2. Content of Invoices: Each invoice submission shall contain the following information:

   (i) Name and address of the Service Provider/Contractor. Note: the name, address and DUNS number on the invoice MUST match the information in both the Contract/Agreement and the information in the SAM. If payment is remitted to another entity, the name, address and DUNS information of that entity must also be provided which will require Government verification before payment can be processed;
   (ii) Dunn and Bradstreet (D&B) DUNS Number;
   (iii) Invoice date and invoice number;
   (iv) Agreement/Contract number, contract line item number and, if applicable, the order number;
   (v) Description, quantity, unit of measure, unit price, extended price and period of performance of the items or services delivered;
   (vi) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
   (vii) Terms of any discount for prompt payment offered;
   (viii) Remit to Address;
   (ix) Name, title, and phone number of person to notify in event of defective invoice; and

3. Invoice Supporting Documentation: In order to ensure payment, the vendor must also submit supporting documentation to the Contracting Officer's Representative (COR)
identified in the contract as described below. Supporting documentation shall be submitted to the COR or contract Point of Contact (POC) identified in the contract or task order with all invoices, as appropriate. See paragraph 4 for details regarding the safeguarding of information. Invoices without documentation to support invoiced items, containing charges for items outside the scope of the contract, or not based on the most recent contract base or modification rates will be considered improper and returned for resubmission. Supporting documentation requirements include:

(i) Firm Fixed Price Items (items not subject to any adjustment on the basis of the contractor’s cost experience, such as pre-established monthly guaranteed minimums for detention or transportation): do not require detailed supporting documentation unless specifically requested by the Government.
(ii) Fixed Unit Price Items (items for allowable incurred costs, such as detention and/or transportation services with no defined minimum quantities, stationary guard or escort services, transportation mileage or other Minor Charges such as sack lunches and detainee wages): shall be fully supported with documentation substantiating the costs and/or reflecting the established price in the contract and submitted in .pdf format.
(iii) Detention Services:
    (1) Bed day rate;
    (2) Resident’s/detainee’s check-in and check-out dates;
    (3) Number of bed days multiplied by the bed day rate;
    (4) Name of each detainee;
    (5) Resident’s/detainee’s identification information
(iv) Transportation Services:
    (1) The mileage rate being applied for that invoice.
    (2) Monthly billing reports listing transportation services provided; number of miles; transportation routes provided; locations serviced and/or names/numbers of detainees transported; an itemized listing of all other charges; and, for reimbursable expenses (e.g. travel expenses, special meals, etc.) copies of all receipts.
(v) Stationary Guard Services:
    (1) The itemized monthly invoice shall state the number of hours being billed, the duration of the billing (times and dates) and the name of the resident(s)/detainee(s) that was/were guarded.
(vi) Other Direct Charges:
The invoice shall include appropriate supporting documentation for any direct charge billed for reimbursement.

4. Safeguarding Information: As a contractor or vendor conducting business with Immigration and Customs Enforcement (ICE), you are required to comply with DHS Policy regarding the safeguarding of Sensitive Personally Identifiable Information (PII). Sensitive PII is information that identifies an individual, including an alien, and could result in harm, embarrassment, inconvenience or unfairness. Examples of Sensitive PII include information such as: Social Security Numbers, Alien Registration Numbers (A-Numbers), or combinations of information such as the individual’s name or other unique identifier and full date of birth, citizenship, or immigration status.
As part of your obligation to safeguard information, the follow precautions are required:
(i) Email supporting documents containing Sensitive PII in an encrypted attachment with password sent separately.
(ii) Never leave paper documents containing Sensitive PII unattended and unsecure. When not in use, these documents will be locked in drawers, cabinets, desks, etc. so the information is not accessible to those without a need to know.
(iii) Use shredders when discarding paper documents containing Sensitive PII.
(iv) Refer to the DHS Handbook for Safeguarding Sensitive Personally Identifiable Information (March 2012) found at http://www.dhs.gov/xlibrary/assets/privacy/dhs-privacy-safeguardingsensitivepiihandbook-march2012.pdf for more information on and/or examples of Sensitive PII.

5. If you have questions regarding payment, please contact ICE Financial Operations at 1-877-491-6521 or by e-mail at OCFO.CustomerService@ice.dhs.gov

Invoices without the above information may be returned for resubmission.

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[END OF SECTION G]
SECTION H—SPECIAL CONTRACT REQUIREMENTS

H.1 Contractor’s Insurance

The Contractor shall maintain insurance in an amount not less than $3,000,000 to protect the Contractor from claims under workman’s compensation acts and from any other claims for damages for personal injury, including death which may arise from operations under this contract whether such operations by the Contractor itself or by any Subcontractor or anyone directly or indirectly employed by either business entity. The Contractor shall maintain General Liability insurance: bodily injury liability coverage written on a comprehensive form of policy of at least $500,000 per occurrence is required.

Additionally, an automobile liability insurance policy providing for bodily injury and property damage liability covering automobiles operated in the United States shall provide coverage of at least $200,000 per person and $500,000 per occurrence for bodily injury and $20,000 per occurrence for property coverage. Certificates of such insurance shall be subject to the approval of the CO for adequacy of protection. All insurance certificates required under this contract shall provide 30 days advance notice to the Government of any contemplated cancellation.

The Contractor shall ensure that all staff having access to detainee monies and valuables are bonded in an amount sufficient to ensure reimbursement to the detainee by the Contractor in case of loss.

H.2 Security Requirements

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

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

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. The contractor shall comply
with the pre-screening requirements specified in the DHS Special Security Requirement
– Contractor Pre-Screening paragraph located in this contract, if HSAR clauses
3052.204-70, Security Requirements for Unclassified Information Technology (IT)
Resources; and/or 3052.204-71, Contractor Employee Access are included in the
Clause section of this contract.

BACKGROUND INVESTIGATIONS
Contract employees (to include applicants, temporaries, part-time and replacement
employees) under the contract, needing access to sensitive information, shall undergo a
position sensitivity analysis based on the duties each individual will perform on the
contract. The results of the position sensitivity analysis shall identify the appropriate
background investigation to be conducted. Background investigations will be processed
through the Personnel Security Unit. Prospective Contractor employees shall submit the
following completed forms to the Personnel Security Unit through the Contracting
Offices Representative (COR), no less than 35 days before the starting date of the
contract or 5 days prior to the expected entry on duty of any employees, whether a
replacement, addition, subcontractor employee, or vendor:

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

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

3. Two FD Form 258, “Fingerprint Card”

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

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

6. 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 Defense Industrial Security Clearance Office (DISCO) or by another Federal Agency may not be required to submit complete security packages, and the investigation will be accepted for adjudication under reciprocity.

An adequate and current investigation is one where the investigation is not more than five years old and the subject has not had a break in service of more than two years. Required forms will be provided by 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.

**TRANSFERS FROM OTHER DHS CONTRACTS:**
Personnel may transfer from other DHS Contracts provided they have an adequate and current investigation (see above). If the prospective employee does not have an adequate and current investigation an eQip Worksheet will be submitted to the Intake Team to initiate a new investigation.

Transfers will be submitted on the COR Transfer Form which will be provided by the Dallas PSU Office along with other forms and instructions.

**CONTINUED ELIGIBILITY**
If a prospective employee is found to be ineligible for access to Government facilities or information, the COR will advise the Contractor that the employee shall not continue to work or to be assigned to work under the contract.

The OPR-PSU may require drug screening for probable cause at any time and/ or when the contractor independently identifies, circumstances where probable cause exists. The OPR-PSU may require reinvestigations when derogatory information is received and/or every 5 years.

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.

**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 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

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.

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.

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).

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).
H.3  E-Verify

The Contractor shall use the E-Verify Program online at: https://e-verify.uscis.gov/enroll/. This site provides instructions for completing the Memorandum of Understanding (MOU) for official registration in the Program. Contractors may also obtain additional information about E-Verify by visiting the U.S. Citizen and Immigration Services (USCIS) website at: http://www.DHS.GOV/E-VERIFY or calling USCIS at (888)464-4218.

H.4  Property/Equipment Acquired for Performance of This Contract

During performance of this contract, title to property/equipment charged directly or indirectly to the Government under this contract shall vest in the Government. The Contractor shall be responsible for the proper maintenance of all said property/equipment. All associated property/equipment costs including, but not limited to, maintenance, registration, and licensing shall be borne by the Contractor. Upon completion of the contracted period of performance, title for said property/equipment shall vest in the Contractor. However, in the event of termination for any reason, title to all property/equipment charged directly or indirectly to the Government under this contract shall vest in the Government.

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## SECTION I—CONTRACT CLAUSES

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This contract is subject to the written approval of the CO and shall not be binding until so approved.
Debarment

52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management database via https://www.acquisition.gov.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consist of two segments—

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—

   (i) Government personnel and authorized users performing business on behalf of the Government; or

   (ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for--

   (i) Past performance reviews required by subpart 42.15;

   (ii) Information that was entered prior to April 15, 2011; or

   (iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor’s record.

   (1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.
(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

52.214-16 Minimum Bid Acceptance Period (Apr 1984)

(a) “Acceptance period,” as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The Government requires a minimum acceptance period of 150 calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the Government’s minimum requirement.

The bidder allows the following acceptance period: ______________ calendar days.

(e) A bid allowing less than the Government’s minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within --

(1) The acceptance period stated in paragraph (c) of this clause; or

(2) Any longer acceptance period stated in paragraph (d) of this clause.

52.215-8 Order of Precedence – Uniform Contract Format (OCT 1997)

52.215-10 Price Reduction for Defective Cost and Pricing (AUG 2011)
(a) Exceptions from certified cost or pricing data.

(1) In lieu of submitting certified cost or pricing data, Contractors may submit a written request for exception by submitting the information described in the following paragraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

A. (i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a Governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

B. (ii) Commercial item exception. For a commercial item exception, the Contractor shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include—

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or
regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor’s determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for certified cost or pricing data. If the Contractor is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

1. The Contractor shall prepare and submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.

2. As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

52.215-21 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications

(a) Exceptions from certified cost or pricing data.

1. In lieu of submitting certified cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following paragraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable—

A. (i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a Governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

B. (ii) Information on modifications of contracts or subcontracts for commercial items.

   (A) If—

   (1) The original contract or subcontract was granted an exception from certified cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

   (2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.
(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include—

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(b) Requirements for certified cost or pricing data. If the Contractor is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The Contractor shall submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.

(2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of clause)
(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-21 Requirements (OCT 1995)

(a) This is a requirements contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government’s requirements do not result in orders in the quantities described as “estimated” or “maximum” in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after November 30, 2022.

52.217-8 Option to Extend Services (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six (6) months. The CO may exercise the option by written notice to the Contractor within sixty (60) days of expiration.
52.219-14  Limitations on Subcontracting  (NOV 2011)

52.219-17  Section 8(a) Award  (DEC 1996)

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements and advance payments, delegates to the ICE OAQ DM the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the ICE Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the “Disputes” clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of ICE.

(End of Clause)

52.219-18  Notification of Competition Limited to Eligible 8(a)  (JUN 2003)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA’s 8(a) Program and which meet the following criteria at the time of submission of offer --
(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)

(1) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed $25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

(2) The ____________ [insert name of SBA’s contractor] will notify the ICE Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of Clause)
In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only:
It is not a Wage Determination

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52.222-43  Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts)  (SEP 2009)

52.222-50  Combating Trafficking in Persons  (FEB 2009)

52.222-54  Employment Eligibility Verification  (AUG 2013)

52.223-1  Biobased Product Certification  (MAY 2012)

52.223-2  Affirmative Procurement of Biobased Products Under Service and Construction Contracts  (SEP 2013)

52.223-4  Recovered Material Certification  (MAY 2008)

52.223-5  Pollution Prevention and Right-to-Know Information  (MAY 2011)

52.223-6  Drug-Free Workplace  (MAY 2001)
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(a) The Contractor shall, at its own expense, provide and maintain during the entire performance period of this contract at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall certify to the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

52.229-3 Federal, State, and Local Taxes (FEB 2013)
52.232-1 Payments (APR 1984)
52.232-8 Discounts for Prompt Payment (FEB 2002)
52.232-9 Limitation on Withholding of Payments (APR 1984)
52.232-11 Extras (APR 1984)
52.232-18 Availability of Funds (APR 1984)
52.232-19 Availability of Funds for the Next Fiscal Year (APR 1984)

Funds are not presently available for performance under this contract beyond TBD. The Government’s obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond TBD, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

52.232-23 Assignment of Claims (JAN 1986)
52.232-25 Prompt payment (JUL 2013)
52.232-33 Payment by Electronic Funds Transfer – System for Award Management (JUL 2013)
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52.232-40 Providing Accelerated Payment to Small Business (DEC 2013) Subcontractors (Deviation)
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This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the CO will make their full text available. Also, the full text of a clause may be accessed electronically at this / these address(es): https://www.acquisition.gov/far/

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(a) The Contractor shall be responsible for Information Technology (IT) security for all systems connected to a DHS network or operated by the Contractor for
DHS, regardless of location. This clause applies to all or any part of the contract that includes information technology resources or services for which the Contractor must have physical or electronic access to sensitive information contained in DHS unclassified systems that directly support the agency’s mission.

(b) The Contractor shall provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract.

(1) Within thirty (30) days after contract award, the Contractor shall submit for approval, its IT Security Plan, which shall be consistent with and further detail the approach contained in the Contractor's proposal. The plan, as approved by the CO, shall be incorporated into the contract as a compliance document.

(2) The Contractor's IT Security Plan shall comply with Federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 et seq.); the Government Information Security Reform Act of 2000; and the Federal Information Security Management Act of 2002; and with Federal policies and procedures that include, but are not limited to, OMB Circular A-130.

(3) The security plan shall specifically include instructions regarding handling and protecting sensitive information at the Contractor's site (including any information stored, processed, or transmitted using the Contractor's computer systems), and the secure management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems.

(c) Examples of tasks that require security provisions include--

(1) Acquisition, transmission or analysis of data owned by DHS with significant replacement cost should the Contractor's copy be corrupted; and

(2) Access to DHS networks or computers at a level beyond that granted the general public (e.g., such as bypassing a firewall).

(d) At the expiration of the contract, the Contractor shall return all sensitive DHS information and IT resources provided to the Contractor during the contract, and certify that all non-public DHS information has been purged from any Contractor-owned system. Components shall conduct reviews to ensure that the security requirements in the contract are implemented and enforced.
(e) Within 6 months after contract award, the Contractor shall submit written proof of IT Security accreditation to DHS for approval by the DHS CO. Accreditation will proceed according to the criteria of the DHS Sensitive System Policy Publication, 4300A (Version 2.1, July 26, 2004) or any replacement publication, which the CO will provide upon request. This accreditation will include a final security plan, risk assessment, security test and evaluation, and disaster recovery plan / continuity of operations plan. This accreditation, when accepted by the CO, shall be incorporated into the contract as a compliance document. The Contractor shall comply with the approved accreditation documentation.

3052.204-71 Contractor Employee Access (JUN 2006)

(a) "Sensitive Information," as used in this Chapter, means any information, the loss, misuse, disclosure, or unauthorized access to or modification of which could adversely affect the national or homeland security interest, or the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Pub. L. 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his / her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his / her designee);

(3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated "sensitive" or subject to other
controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

(b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

(c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the COCO. Upon the CO's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All Contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

(d) The Contracting Officer may require the Contractor to prohibit individuals from working on the contract if the Government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

(e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the CO. For those Contractor employees authorized access to sensitive information, the Contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

(f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the Subcontractor may have access to Government facilities, sensitive information, or resources.

3052.209-70  Prohibition on Contracts with Corporate Expatriates (JUN 2006)
3052.215-70  Key Personnel or Facilities (DEC 2003)
3052.222-70  Strikes or Picketing Affecting Timely Completion of the Contract Work (DEC 2003)
3052.222-71  Strikes or Picketing Affecting Access To a DHS Facility (DEC 2003)
3052.225-70  Requirement for Use of Certain (AUG 2009)
Domestic Commodities

(a) Definitions. As used in this clause--

(1) "Commercial," as applied to an item described in subsection (b) of this clause, means an item of supply, whether an end product or component, that meets the definition of "commercial item" set forth in (FAR) 48 CFR 2.101.

(2) "Component" means any item supplied to the Government as part of an end product or of another component.

(3) "End product" means supplies delivered under a line item of this contract.

(4) "Non-commercial," as applied to an item described in subsections (b) or (c) of this clause, means an item of supply, whether an end product or component, that does not meet the definition of "commercial item" set forth in (FAR) 48 CFR 2.101.

(5) "Qualifying country" means a country with a memorandum of understanding or international agreement with the United States under which DHS procurement is covered.

(6) "United States" includes the possessions of the United States.

(b) The Contractor shall deliver under this contract only such of the following commercial or non-commercial items, either as end products or components, that have been grown, reprocessed, reused, or produced in the United States:

(1) Clothing and the materials and components thereof, other than sensors, electronics, or other items added to, and not normally associated with, clothing and the materials and components thereof; or

(2) Tents, tarpaulins, covers, textile belts, bags, protective equipment (such as body armor), sleep systems, load carrying equipment (such as fieldpacks), textile marine equipment, parachutes or bandages.

(c) The Contractor shall deliver under this contract only such of the following non-commercial items, either as end products or components that have been grown, reprocessed, reused, or produced in the United States:

(1) Cotton and other natural fiber products.

(2) Woven silk or woven silk blends.
(3) Spun silk yarn for cartridge cloth.

(4) Synthetic fabric or coated synthetic fabric (including all textile fibers and yarns that are for use in such fabrics).

(5) Canvas products.

(6) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles).

(7) Any item of individual equipment manufactured from or containing any of the fibers, yarns, fabrics, or materials listed in this paragraph (c).

(d) This clause does not apply--

(1) To items listed in (FAR) 48 CFR 25.104, or other items for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at United States market prices;

(2) To incidental amounts of cotton, other natural fibers, or wool incorporated in an end product, for which the estimated value of the cotton, other natural fibers, or wool is not more than 10 percent of the total price of the end product; or

(3) To items that are eligible products per (FAR) 48 CFR Subpart 25.4.
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[END OF SECTION I]
SECTION J—LIST OF ATTACHMENTS

Attachment 1: Port Isabel Detention Center Map
Attachment 2: Sample Food Menu and Food Service Estimates
Attachment 3: Key Indicator Report (Facility Director Staffing Report)
Attachment 4: Quality Assurance Surveillance Program (QASP)
  a. Performance Requirements Summary (PRS)
  b. Contractor Discrepancy Report (CDR)
Attachment 5: Past Performance Questionnaire (Government)
  a. Past Project Form (Offeror)
Attachment 6: Department of Labor Wage Determination No. 2005-2519 Revision No. 14, Dated 06/19/2013
Attachment 7: Collective Bargaining Agreement between Incumbent Contractor and United Government Security Officers of America Local # 850
Attachment 8: Collective Bargaining Agreement between Incumbent Subcontractor and United Government Security Officers of America Local # 860
Attachment 10: Facility Services Cost Statement
Attachment 11: Contractor Submitted Price/Cost Summary
Attachment 12: Mandatory RFP Questions Template
Attachment 13: Site Visit Questions Template
Attachment 14: ICE Firearms Policy and National Firearms and Tactical Training Unit (NFTTU) Firearms Classifications/Types
Attachment 15: Disturbance Control Team (DCT) Equipment List

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[END OF SECTION J]
SECTION K — REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF CONTRACTORS

The solicitation is being set-aside for competition among registered 8(a) Small Business concerns. SBA Certification will be required for consideration of award.

K.1 52.204-3 Taxpayer Identification (OCT 1998)

(a) Definitions.

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

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

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

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

(d) Taxpayer Identification Number (TIN).

[ ] TIN: ____________________.

[ ] TIN has been applied for.

[ ] TIN is not required because:

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

[ ] Contractor is an agency or instrumentality of a foreign Government;

[ ] Contractor is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

[ ] Sole proprietorship;

[ ] Partnership;

[ ] Corporate entity (not tax-exempt);

[ ] Corporate entity (tax-exempt);

[ ] Government entity (Federal, State, or local);

[ ] Foreign Government;

[ ] International organization per 26 CFR 1.6049-4;

[ ] Other _______________________.

(f) *Common parent.*

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

[ ] Name and TIN of common parent:

Name _____________________________

TIN ______________________________

K.2 52.204-8 Annual Representations and Certifications (JUL 2013)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 561612.

(2) The small business size standard is $18.5 million.

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

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the Offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

[ ] (i) Paragraph (d) applies.

[ ] (ii) Paragraph (d) does not apply and the Contractor has completed the individual representations and certifications in the solicitation.

(c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.


(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated
the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than $25,000, the basic provision applies.

(B) If the acquisition value is $25,000 or more but is less than $50,000, the provision with its Alternate I applies.

(C) If the acquisition value is $50,000 or more but is less than $77,494, the provision with its Alternate II applies.

(D) If the acquisition value is $77,494 or more but is less than $100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and
(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

___ (i) 52.219-22, Small Disadvantaged Business Status.

   ___ (A) Basic.

   ___ (B) Alternate I.

___ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

___ (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

___ (iv) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.

___ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

___ (vi) 52.227-6, Royalty Information.

   ___ (A) Basic.

   ___ (B) Alternate I.

___ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The Offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through https://www.acquisition.gov. After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [Offeror to
Any changes provided by the Offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

K.3 52.209-7 Information Regarding Responsibility Matters (JUL 2013)

(a) Definitions. As used in this provision—

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceeding at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than $10,000,000” means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The Offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the Offeror checked “has” in paragraph (b) of this provision, the Offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:
(1) Whether the Offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the Offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the Offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the Offeror has provided the requested information with regard to each occurrence.

(d) The Offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via https://www.acquisition.gov (see 52.204-7).

K.4 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns

(a) Definitions. See 13 CFR 125.6(e) for definitions of terms used in paragraph (d).

(b) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except—

B. (i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

C. (ii) Otherwise successful offers from small business concerns.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.
(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against a Contractor’s base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(4) When the two highest rated Contractors are a HUBZone small business concern and a large business, and the evaluated offer of the HUBZone small business concern is equal to the evaluated offer of the large business after considering the price evaluation preference, award will be made to the HUBZone small business concern.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraphs (d) and (e) of this clause do not apply if the Contractor has waived the evaluation preference.

- Contractor elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for—

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a non-manufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction.

D. (i) At least 15 percent of the cost of contract performance to be incurred for personnel will be spent on the prime Contractor’s employees;

E. (ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime Contractor’s employees or on a combination of the prime Contractor’s employees and employees of HUBZone small business concern Subcontractors;

F. (iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns; or

(4) Construction by special trade Contractors.

G. (i) At least 25 percent of the cost of contract performance to be incurred for personnel will be spent on the prime Contractor’s employees;

H. (ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime Contractor’s employees or on a combination of the prime Contractor’s employees and employees of HUBZone small business concern Subcontractors;

I. (iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns.
(e) A HUBZone joint venture agrees that the aggregate of the HUBZone small business concerns to the joint venture, not each concern separately, will perform the applicable percentage of work requirements.

(f)(1) When the total value of the contract exceeds $25,000, a HUBZone small business concern non-manufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business concern manufacturers.

(2) When the total value of the contract is equal to or less than $25,000, a HUBZone small business concern non-manufacturer may provide end items manufactured by other than a HUBZone small business concern manufacturer provided the end items are produced or manufactured in the United States.

(3) Paragraphs (f)(1) and (f)(2) of this section do not apply in connection with construction or service contracts.

(g) Notice. The HUBZone small business Contractor acknowledges that a prospective HUBZone awardee must be a HUBZone small business concern at the time of award of this contract. The HUBZone Contractor shall provide the CO a copy of the notice required by 13 CFR 126.501 if material changes occur before contract award that could affect its HUBZone eligibility. If the apparently successful HUBZone Contractor is not a HUBZone small business concern at the time of award of this contract, the CO will proceed to award to the next otherwise successful HUBZone small business concern or other Contractor.

K.5  52.219-23 Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns

(a) Definitions. As used in this clause—

“Historically black college or university” means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

“Minority institution” means an institution of higher education meeting the requirements of Section 365(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k), including a Hispanic-serving institution of higher education, as defined in Section 502(a) of the Act (20 U.S.C. 1101a).

“Small disadvantaged business concern” means a Contractor that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either—

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR Part 124, subpart B; and

J. (i) No material change in disadvantaged ownership and control has occurred since its certification;

K. (ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
L. (iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net).

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR Part 124, subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, a Contractor must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

(b) Evaluation adjustment.

(1) The CO will evaluate offers by adding a factor of 10 percent to the price of all offers, except—

M. (i) Offers from small disadvantaged business concerns that have not waived the adjustment; and

N. (ii) An otherwise successful offer from a historically black college or university or minority institution.

(2) The CO will apply the factor to a line item or a group of line items on which award may be made. The CO will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) Waiver of evaluation adjustment. A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

______ Contractor elects to waive the adjustment.

(d) Agreements.

(1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for—

O. (i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;

P. (ii) Supplies (other than procurement from a non-manufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

Q. (iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

R. (iv) Construction by special trade Contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name shall furnish in performing this contract only end items manufactured or produced by small disadvantaged business concerns in the United States or its outlying areas. This paragraph does not apply to construction or service contracts.
K.6  52.222-22  Previous Contracts and Compliance Reports  (FEB 1999)

The Contractor represents that -

(a) It [ ] has, [ ] has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;

(b) It [ ] has, [ ] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed Subcontractors, will be obtained before subcontract awards.

K.7  52.222-25  Affirmative Action Compliance  (APR 1984)

The Contractor represents that -

(a) It [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

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

K.8  52.222-38  Compliance with Veterans' Employment Reporting Requirements

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


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[END OF SECTION K]
SECTION L—INSTRUCTIONS, CONDITIONS, AND NOTICES TO CONTRACTORS

L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

52.204-6 Data Universal Numbering System (DUNS) Number (APR 2008)

52.215-1 Instructions to Contractors—Competitive Acquisition (JAN 2004)

L.2 FAR PROVISIONS INCORPORATED IN FULL TEXT

52.216-1 Type of Contract (APR 1984)

The Government anticipates the single award of an Indefinite Delivery/Indefinite Quantity Requirements contract using FAR Part 15 to a single Contractor as a result of this solicitation.

52.233-2 Service of Protest (SEPT 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accountability Office (GAO), shall be served on the CO (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Brandiss Smith
Contracting Officer
Immigration & Customs Enforcement
Office of Acquisition Management – Detention Management
801 I Street NW, Suite 910
Washington, DC 20536

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.
L.3 Payment of Proposal Costs

This solicitation does not commit the Government to pay any cost incurred in the submission of the offer or in making necessary studies or designs for the preparation thereof, nor to contract for services or supplies.

L.4 Proposal Submission Instructions

1.) Volume I - Demonstrated Technical/Management Capabilities:

Contractors are requested to demonstrate their expertise through a written proposal. The Demonstrated Technical/Management Capabilities (Volume I) proposal shall be submitted in both hardcopy and softcopy format. The Demonstrated Technical/Management Capabilities proposal shall be submitted in hardcopy format with text no smaller than 12-point font type on standard 8 ½ by 11 inch paper with double-sided print. Fold outs are not permitted. Offerors’ submissions of the Volume I Demonstrated Technical/Management Capabilities proposal shall be limited to no more than 200 pages (100 double-sided pages shall constitute 200 pages). A single sheet of 8½ by 11 paper within Volume I hardcopy proposals shall equal two pages. A single cover page and divider tabs shall not be included in the page limit, but Volume I proposals shall not otherwise include attachments, appendices or other additional Volume I information outside of the Volume I 200 page limit. Softcopy versions of Volume I proposals shall also be limited to 200 pages. Proposals exceeding the Volume I 200 page limit as instructed shall not be evaluated. Two (2) copies of the hardcopy Demonstrated Technical/Management Capabilities proposal, two (2) CD softcopy versions of the Demonstrated Technical/Management Capabilities proposal and one (1) email softcopy version of the Demonstrated Technical/Management Capabilities proposal must be submitted. Email copies of the Demonstrated Technical/Management Capabilities proposal must be sent to ICE-DMPROP@ICE.DHS.GOV before the proposal submission deadline. Failure to fully adhere to the prescribed format may result in the Offeror’s disqualification from the competition. The softcopy version of the Demonstrated Technical/Management Capabilities proposal shall be submitted in MS Word, MS Excel, or PDF format or a combination thereof.

2.) Volume II - Past Performance:

The Past Performance proposal (Volume II) shall be prepared in accordance with the instructions at Paragraph L.6 of this solicitation, in a separate volume from the Demonstrated Technical/Management Capabilities and Price/Cost proposal. Past Performance Volume II shall be submitted in hardcopy format with text no smaller than 12-point font type on standard 8 ½ by 11 inch paper with double-sided print. Fold outs are not permitted. Two (2) hardcopies of the Past Performance Volume II proposal are required for submission. Two (2) CD softcopy versions of the Past Performance proposal and one (1) email softcopy version of the Past Performance proposal is required for submission. Email copies of the Past Performance Volume II proposal must be sent to ICE-DMPROP@ICE.DHS.GOV before the proposal submission deadline.
Failure to fully adhere to the prescribed format may result in the Offeror’s disqualification from the competition. The softcopy version of the Past Performance proposal shall be submitted in MS Word, MS Excel, or PDF format or a combination thereof.

3.) Volume III – Price/Cost Proposal:

The Price/Cost proposal (Volume III) shall be submitted in accordance with Attachments 10 and 11, with the corresponding values included in Section B, in both hardcopy and softcopy format. The Price/Cost proposal (Volume III) shall be submitted in a separate volume from the Demonstrated Technical/Management Capabilities and Past Performance proposals. Hardcopies shall be submitted with text no smaller than 12-point type on standard 8 ½ by 11 inch paper with fold outs permitted on 8 ½ by 14 inch paper only. Two (2) hardcopies and two (2) CD softcopies of the Price/Cost proposal are required for submission. One (1) email softcopy version of the Price/Cost Proposal is also required. Email copies of the Price/Cost proposal must be sent to ICE-DMPProposals@ice.dhs.gov before the proposal submission deadline.

Failure to fully provide the Price/Cost proposal Volume III information in accordance with the attachments and in the prescribed format may result in the Contractor’s disqualification from the competition.

4.) Submission Deadline:

Volumes I, II and III are required in all three formats (hardcopy, CD softcopy and email softcopy) before the proposal deadline.

The submission deadline for complete proposal packages is 14:00 EDT March 24, 2014. Hardcopies of the technical and price proposal shall be delivered to the following address:

    U.S. Department of Homeland Security
    Immigration & Customs Enforcement
    801 I Street, NW Suite 910
    Washington, DC 20536
    Benjamin Golway, (202)732-2562

Email copies of proposals shall be sent to the following address:

    ICE-DMPProposals@ice.dhs.gov

All Offerors and/or couriers that are personally delivering proposals will be required to walk through a metal detector, have all belongings (including the proposal submission package) screened by an x-ray system, show valid picture identification, and sign a visitor’s log. Guards will telephone either the Contract Specialist or CO to announce their arrival and request an ICE employee come to the visitor’s lobby to receive the package. These procedures will require extra time. Therefore, Offerors shall ensure that any
commercial delivery service or company employee have appropriate identification, and allow extra time for hand carried deliveries. Delays encountered at the guard desk or refusal of admission does not constitute excusable delays. Offerors’ submissions shall be received by the Contract Specialist by the closing date and time stated above in order to be considered for award. Receipt of offers by ICE at the specified location and via email by the specified closing date and time is the sole responsibility of the Offeror.

Submissions should be clearly marked: HSCEDM-14-R-00003 on the outermost mailing envelope or box and in the subject line of the email(s). All submissions (including hardcopy and via email) must clearly reference the RFP number HSCEDM-14-R-00003.

L.5 Receipt of Proposals and Late Submissions

Receipt of the complete proposal package will be governed by FAR 15.208. All required formats must be received by the submission deadline. To be considered timely, proposals must be received at the specified time to the correct mailing and email addresses. Proposals, including modifications, received at the issuing office after the closing date and time specified on the cover page of this solicitation will be considered as late submissions and will be eliminated from further consideration.

Vendors who require an email notification of receipt of the proposal shall provide this request prior to closing time to ensure the Contract Specialist is able to receive the proposal and provide the response. All submissions (including hardcopy and emails) must reference the RFP number HSCEDM-14-R-00003.

L.6 Proposal Preparation Instructions

The following instructions are provided to assist the Offeror in understanding the information needed to make an objective selection of the Contractor for this proposed procurement. Since this information constitutes the major basis for formal judgment, it will be advantageous to the Offeror to present a proposal in a clear, concise manner and in terms understandable to those who may be unfamiliar with the Offeror’s detailed intentions and reasoning process. Responses should follow the Statement of Work (SOW) to the extent practicable. The Contractor’s Technical Approach to the SOW submitted and accepted in response to this solicitation will be incorporated directly into the final contract.

1) General Information

The anticipated period of performance for this effort is seven (7) years with a base year budgetary ceiling price of $38,025,586.00. The Government reserves its right to cancel this solicitation in the event that proposals exceed this ceiling price. Proposals must be sufficiently detailed and complete to demonstrate an understanding of, and an ability to comply with, the requirements of the RFP. Proposals shall demonstrate such understanding and ability in a concise, logical manner, and should not contain superfluous material that is not related directly to this acquisition. General statements that
the Offeror “can comply” or “will comply” with the requirements, that “standard procedures will be used,” “well known techniques will be used,” or that paraphrase the SOW in whole or part WILL NOT constitute a demonstrated understanding of the requirements of the SOW. Offerors must demonstrate capability of performing all tasks outlined in the SOW of this RFP.

The proposal shall be submitted in three (3) separate volumes:

   Volume I - Demonstrated Technical/Management Capabilities

   Volume II - Past Performance

   Volume III - Price Proposal

Each proposal shall: (1) be specific and complete in every detail; (2) conform to all solicitation provisions, clauses, or other requirements; (3) be logically assembled, practical, legible, clear, concise, coherent; and indexed (cross-indexed, where appropriate); and (4) contain appropriately numbered pages of each volume or part.

Pricing data shall not be included in Volume I or Volume II.

Revisions, if requested by the Government at a later date, must be made in writing and incorporated into the proposal text to be evaluated by the Government.

2) Assumptions, Conditions or Exceptions

Offerors must submit, under separate cover, all (if any) assumptions, conditions, or exceptions with any of the terms and conditions of this solicitation. If not noted in this section of the proposal, it will be assumed that the Offeror proposes no assumptions for award, and agrees to comply with all of the terms and conditions as set forth herein. It is not the responsibility of the Government to seek out and identify assumptions, conditions, or exceptions buried within the Offeror’s proposal.

3) Separation of Volumes

Each volume shall be written on a stand-alone basis. Cross-referencing within the same proposal volume is permitted where its use would conserve space without impairing clarity. Information required for each proposal evaluation factor, which is not found in its designated volume, will be assumed to have been omitted from the proposal.

Proposals volumes shall be limited to the following submissions:

Volume I: Demonstrated Technical/Management Capabilities Proposal:
   1) Legal Offer: Identification and Cover Letter
   2) Section K
3) Technical Approach to the Statement of Work (SOW) (Factor 1)
4) Quality Control Plan (Factor 2)
5) Transition Plan (Factor 3)
6) Staffing Plan with List of Key Personnel, Resumes and Key Personnel Summary (Factor 4)
7) Management Plan (Factor 5)

Volume II: Past Performance (Factor 6)
1) Past Performance / Questionnaires
2) Past Project Forms

Volume III: Price/Cost Proposal (Factor 7):
1) Signed SF 33 and all signed amendments issued
2) Section B – Contract Line Item Numbers (CLINs) 0001-7005
3) Attachment 10 / Facility Services Cost Statement
4) Attachment 11 / Contractor Price/Cost Summary
5) Certificate from the Small Business Administration (SBA) confirming the Offeror's 8(a) status with the SBA

4) Volume I: Demonstrated Technical/Management Capability Technical Proposal Content

Cover Letter: The proposal shall include a cover letter that identifies all enclosures being transmitted as part of the proposal. The letter shall reference the solicitation number and acknowledge that it transmits an offer in response to the solicitation. It shall state proposal validity for at least 120 calendar days from the solicitation closing date. The proposal cover letter shall be properly completed and signed by an official authorized to contractually bind the Offeror.

The Cover Letter must also include the following information:

1) Tax Identification Number (TIN)
2) Dun & Bradstreet Number (DUNS)
3) North American Industrial Classification System (NAICS) Code
4) Contact Name
5) Contact Email address
6) Contact telephone and fax number
7) Complete business mailing address

Section K: To be completed, in its entirety, with all fill-ins, by the Offeror.

The overall Demonstrated Technical/Management (Volume I) proposal will be evaluated for overall value to the Government based upon the evaluation criteria of the following five non-price factors.

Technical Approach to the Statement of Work (SOW) (Factor 1): The Offeror shall submit a Technical Approach to the SOW that outlines how they will meet the
requirements and objectives included in the solicitation and what standards they will use in order to do so. The Government is seeking offers that go beyond a mere repetition of the requirements by offering innovative and effective management strategies and solutions that will ultimately result in the highest quality services which are clearly visible to the stakeholders. The Technical Approach to the SOW must effectively demonstrate the knowledge, understanding, feasibility, and technical ability to meet the requirements in the solicitation. The Offeror’s Technical Approach shall clearly support and substantiate any innovative, creative and cost effective methods through which the requirements of the SOW will be met.

The Offeror shall submit a comprehensive approach to meeting the requirements of the solicitation and accomplishing the tasks described. The narrative shall demonstrate comprehensive and feasible methods and plans to accomplish the tasks specified in the solicitation as well as the application of the Offeror's understanding in accomplishing these tasks. In addition to those areas in the SOW which Offerors are required to address, Offerors may choose to address additional potential risk areas as they deem appropriate in responding to this RFP.

**Quality Control Plan (Factor 2):** The Offeror shall describe its approach to planning and executing a quality control and assurance process throughout the life of the contract that will fully meet the standards proposed in their offer. At a minimum, the Quality Control Plan shall demonstrate the Contractor's ability to self-monitor with regard to:

- Inspections
- Methodology
- Supervisory Plan
- Communication Plan
- Emergency Food Service Plan
- Ensuring all ACA and PBNDS standards are met or exceeded
- Ensuring all safety requirements are met (e.g. Occupational Safety and Health Administration (OSHA) standards)
- Demonstrating a thorough understanding of security risk management as it pertains to ICE detention management
- Providing personnel who will be responsible for quality control, safety, compliance, and are knowledgeable in ACA and PBNDS standards

The Offeror shall provide a Quality Control plan in accordance with the solicitation and QASP that identifies the internal review procedures to ensure high quality standards are sustained. The narrative shall contain a company profile showing all highly qualified individuals who will directly supervise or review projects to ensure quality control, which includes any quality control measures for Subcontractors resulting in acceptable measures for Subcontractors. The narrative shall also address the approach for application of innovative quality leadership; productivity enhancement; cost reduction methods and techniques; handling of potential problem areas and solutions; customer relations; and procedures for meeting urgent requirements.
Transition Plan (Factor 3): The Transition Plan shall illustrate how the Offeror will provide a seamless transition between the Contractor and the predecessor Contractor to ensure minimal disruption. The Transition Plan shall address, at a minimum, the following areas:

- Recruitment, adequacy and availability of proposed staff.
- Training of new and incumbent employees.
- Licenses and Permits obtained prior to performance.
- Transportation assets obtained prior to performance.
- Insurance obtained prior to performance and in compliance with clause H-1.
- Contractor’s pre-screening procedures for employees, prior to submission to DHS PSU. Background Investigations: all employees shall be cleared in accordance with Section H.
- Inventory of Proposed Security / Enforcement Equipment is adequate to deal with a disturbance.
- Estimate and supporting rationale for the number of incumbent Contractor employees expected to be hired.
- Implementation schedule of tasks to be completed by the Offeror during transition. The schedule shall include at a minimum, but not limited to, medical screening, physical agility testing, psychological screening, interviews, vehicle assessments, uniform fitting, furniture and equipment ordering, training, weapons systems qualifications, standard operating procedure development, and any other elements that create risk in the schedule.
- Schedule for certifying and training company personnel (including key personnel) to assume operational responsibilities and SOW requirements at contract start. Include approach to conducting required SOW fitness screening requirements to ensure personnel suitable at contract start.
- Identification of transition risk areas and recommended approaches to minimize the probability and impact of those risks.

Key Personal and Contractor Staffing Plan (Factor 4): The Offeror shall identify the total work force (including Subcontractors) that will be used to perform all services described in the solicitation. The Offeror shall, at a minimum, describe its staffing, recruitment, retention and training approach including rationale for the following:

- Approach to providing the staffing (skill mix) necessary to perform requirements.
- Approach for responding to changing skill sets requirements.
- Any difficulties anticipated in fulfilling the staffing requirements of this contract and the plans to overcome those difficulties.
- Recruitment plans, methods, sources of personnel, employee retention rate and employee retention plans. Address plans for internal training, mentoring, and career development.
- Other policies and incentives aimed at contributing to employee retention, morale, productivity, growth and development.
• Management approach to, and responsibilities for, setting employee performance standards, for maintaining performance at those standards, including methods for recognizing outstanding performance and processes for dealing with underperforming employees.
• Staffing risk areas and recommended approaches to minimize the probability and impact of those risks.

The Contractor Staffing Plan shall address the minimum Post requirements of the PIDC Facility Post Table (Section C.13). Any deviation(s) from the PIDC Facility Staffing Sample Model must demonstrate conformance with all SOW and contract requirements and applicable standards, including ACA and ICE PDNDS 2011 standards. The Contractor Staffing Plan shall also include an organizational chart with all proposed personnel, including the supervisor level, functional responsibilities, key personnel, and other staff members who will provide services under this contract.

For staff other than key personnel, any proposed personnel that are titled differently from the Government titles contained in this solicitation must be described through a cross walk matrix. This matrix must include a function description, qualifications, and duties that the Offeror is proposing for that labor category.

For proposed Key Personnel, the Offeror shall provide the following:

• Rationale for selection of personnel to fill key positions, including individual’s background, education and experience, qualifications, and their proposed assignment/role in the contract. The plan must clearly demonstrate the required experience and knowledge identified in the solicitation.
• For each key personnel identified, discuss the actual time committed throughout the duration of the contract, the rationale for the level of commitment, and the impact thereof on contract performance.
• Include commitment letters and resumes (no longer than 3 pages) with position descriptions for all key personnel.
• For any Key Personnel not specified by the Government, the Offeror must provide a Description of Key Personnel positions including authority and responsibilities, and the rationale stating why the position is considered a Key Personnel position.

The Offeror shall provide a minimum of one (1) resume for each key person identified in the solicitation: Program Manager, Assistant Program Manager, Chief of Security Services, Quality Control, Standards Compliance and Occupational Safety and Health Manager, Transportation Coordinator/DOT Compliance Manager, Captain (Shift Commander), Detention Lieutenant, Transportation Lieutenant and Training Director. Resumes must also be included for any Key Personnel not specified by the Government, but identified by the Offeror as Key.

Management Plan (Factor 5): The Offeror shall demonstrate its understanding of the management and business approaches to coordinate, perform, integrate, control, and
accomplish the SOW requirements. The Offeror shall provide a management plan that addresses, at a minimum, the following areas:

- Understanding of the relevance of the SOW to successful contract performance.
- Understanding of how management differs from supervision in the context of the SOW.
- An explanation of how the Contractor specifically plans to help ERO achieve its mission.
- Proposed management structure, including clear lines of authority and communications to perform the requirements of the SOW.
- Description and diagram of the structural connections or associations of the entities responsible for this work with any corporate or division organizations and any Subcontractor(s).
- Authority and responsibility vested in key personnel and their access to corporate or company resources to support the contract through all phases.
- Proposed subcontracting arrangements, if any, and the effectiveness of the proposed approach for managing these arrangements to assure that the Government receives services conforming to contract requirements.
- Proposed corporate policies and procedures relating to the requirement.
- Approach to performing the requirements of the SOW under a firm fixed price contract and ensuring quality performance.
- Identification of management risk areas and recommended approaches to minimize the probability and impact of those risks.

5) **Volume II: Past Performance (Factor 6)**

Offerors and prospective major Subcontractors providing an estimated total value of services under this effort in excess of $500,000.00 shall provide contact information for at least three (3) but not more than five (5) contracts for same or similar services which were held within the past five (5) years at a total value exceeding at least $10,000,000. Offerors without a record of relevant past performance or for whom information on past performance is not available will receive a neutral rating, as required by FAR Part 15.305(a)(2)(iv).

Past performance is a measure of how well an Offeror and their prospective Subcontractors have satisfied customers, adhered to applicable Federal, State, and local laws and regulations, and conducted its business in an ethical manner. Offerors may provide information on problems encountered on the identified contracts, and the Offeror's corrective actions. Offerors are encouraged to submit past performance information for any major Subcontractor(s) being proposed for this effort for at least one recent and relevant contract.

It is not sufficient to merely state that past or ongoing contracts are similar in size, scope, and complexity to the requirements of the RFP. Rationale shall be provided to convincingly demonstrate that such contracts are indeed similar in size, scope, and complexity. The Offeror shall utilize Attachments 5 and 5(a) in order to provide
information related to its past performance. The Offeror is responsible for verifying and ensuring that the information provided in support of its cited past performance is complete, comprehensive, accurate, and current as of the month of issuance of this RFP. The Government will neither make assumptions nor draw inferences regarding missing or incomplete information. Contractors are advised that past performance information may be obtained from other sources known to the Government, and therefore, the Government may also evaluate information from such other sources, even though the Offeror does not include such information in its proposal. The overall past performance rating will be based upon the past performance information received for both the Offeror and their prospective major Subcontractor(s).

The Offeror shall utilize the Past Performance Questionnaire (Attachment 5) to be completed by the relevant Government Contracting Authority for recent previous projects of similar size and scope that the Offeror has performed as a prime Contractor. The Offeror will then collect and organize the Past Performance Questionnaires and submit them with the response to the RFP in Volume II. However, the relevant Government Contracting Authority shall retain the ability to forward Questionnaires directly to the ICE Contract Specialist(s). All Past Performance Questionnaires are to be submitted by the closing date of the RFP (see Attachment 5 for more detail). The responsibility for obtaining completed Past Performance Questionnaires shall in all cases rest with the Offeror.

Offerors must submit proposal information in accordance with solicitation instructions. Any missing information or information not submitted in accordance with the solicitation instructions may be considered unresponsive and not evaluated.

The Offeror shall use the Past Performance Questionnaire to obtain information for the following services:

- Detention Guard Services
- Transportation Services
- Food Services
- Project Management

The reference should also cover subcontracting performance or any partnering relationship proposed in response to this solicitation and their role in the past performance reference should be identified. In order to be considered a Prime Contractor on a contract, the Offeror must have provided more than 51% of the services under the contract. The Government may use other information available from Government sources to evaluate an Offeror’s past performance. The Government reserves the right to limit or expand the number of references it decides to contact and to contact references other than those provided by the Contractor.

The Offeror shall additionally utilize Attachment 5(a) Past Project Form to summarize relevant past Government projects of similar size and scope that the Offeror has performed as a prime Contractor. The Offeror shall provide a completed copy of
Attachment 5(a) for each project reported. Continuation of Blocks 14 and 15 of Attachment 5(a) shall be permitted in order to provide additional space for the Offeror to expand on any relevant past projects. However, it is requested that the continuation remain within the same Word document.

6) **Volume III: Price/Cost Proposal (Factor 7)**

The Government expects that adequate price competition will result from this solicitation thereby negating the need for Offerors to submit certified cost and pricing data (See FAR 15.403-1). However, in order to determine a fair and reasonable price in accordance with FAR 15.403-3(a)(1)(ii) and 15.403-5(b)(2), the Government shall require other than certified cost and pricing data in responses to this RFP.

Please note that the budgetary ceiling value for the base year is $38,025,586.00. In order to perform a fair assessment of the proposed pricing, each Offeror is required to submit a Price proposal that is suitable for evaluation. Any Offeror proposing an amount in excess of this value must document and justify their pricing. Please also note that the Government reserves the right to cancel this solicitation if all of the proposals received exceed the budgetary ceiling value.

A Volume III Price/Cost Proposal that is suitable for evaluation shall:

- Explain in detail all pricing and estimating techniques;
- Disclose the basis of all projections, rates, ratios, percentages, and factors in sufficient detail to facilitate the Source Selection Evaluation Board (SSSEB) understanding and ability to mathematically verify these estimating tools;
- Comply with FAR Clause 52.222-46, Evaluation of Compensation for Professional Employees, in addition to applicable Service Contract Act Wage Determinations. Include a narrative portion that explains all judgmental elements of cost/price projections and profit policies including any proposed price ceilings and team profit sharing arrangements;
- Include a completed SF 33 (Sections A and B);
- Include a completed Attachment 10 (Facility Services Cost Statement);
- Include a completed Attachment 11 (Summary of Contractor Cost and Pricing);
- Include all templates required in the RFP, including Section B and Attachments 10 and 11, and;
- Include CLINs 7001 through 7005 pricing for up to 6 months extension of services in accordance with FAR 52.217-8, in the event that an extension is required by the Government at the end of the contract period of performance.

Positions to be fulfilled through the use of a Subcontractor(s) should be clearly distinguished from those positions to be fulfilled by the prime. All formulas must be included within Attachment 10.
5.1 Signed SF 33

Blocks 13, 14, 15, 16, and 18 of page 1 of SF 33 will be completed by Contractors and Block 17 shall be signed to show that the Contractor has read and agrees to comply with all the conditions and instructions provided in the solicitation document.

5.2 Section B

HSCEDM-14-R-00003, Section B, CLINs 0001-7005 to be completed by the Offeror with pricing information included. The Offeror shall also complete Attachments 10 and 11 to this solicitation.

5.3 Attachment 10 (Facility Cost Statement)

Cost/Price proposals shall be submitted using Government provided pricing templates described in this solicitation. The Contractor shall complete all information for each position and/or item shown in Attachment 10 (Facility Services Cost Statement), including all details as specified under each tab of the Workbook. Unit pricing submitted shall match unit pricing proposed in Section B. Pricing information shall be submitted for all CLINs.

The following information is provided to aid in completing Attachment 10:

The RFP-specified formats provided herein are structured on a Contract Year (CY) basis. In preparing the proposal, summary level information is required on the templates, however, the Offeror’s own format shall be used for submitting supporting information. Offerors are instructed to complete all applicable templates provided herein, and provide supporting information to explain the basis of estimate for the proposed amounts.

Major Subcontractors are defined in this solicitation as those Subcontractors providing services at a total contract value in excess of $500,000.00 per year under this effort or $3,500,000.00 for the seven year inclusive effort.

In addition to the Prime Offeror submitting a Volume III Cost/Price proposal, any major subcontract for services that has a potential estimated total value in excess of $500,000.00 per year under this effort or $3,500,000.00 for the seven year inclusive effort, shall submit an additional Volume III Cost/Price proposal for that subcontract following the specified format for Attachment 10.

Prospective Subcontractors shall submit proprietary cost data in a sealed envelope through the Prime Offeror. The Prime Offeror is responsible for submitting the Subcontractor’s portion of Volume III, not later than the closing date and time specified in this RFP.
5.3.1 Standard Labor Categories (SLCs):

The Offeror will develop its proposed prices using its estimating system. The Offeror must propose the resources to successfully meet the requirements of the solicitation. The applicable incumbent CBAs (Attachments 7, 8 and 9) are to be used in estimating proposed labor rates for the base period. All other Service Contract Act (SCA) covered employees shall have their wages estimated in accordance with the applicable and current Area Wide Wage Determination (Attachment 6).

It is recommended that Offerors review the provisions of FAR 52.222-43 regarding the escalation of labor rates in Option Years. Any escalation in proposed labor rates beyond the base year applicable CBAs or Wage Determination labor and health and welfare rates shall constitute a contingency in labor rate pricing in accordance with FAR 52.222-43(b). In the event of labor rate increase contingencies, the Offeror shall forfeit its right to future price adjustments under the SCA.

5.3.2 Attachment 10 Format:

In order to determine a fair and reasonable price in accordance with FAR 15.403-3(a)(1)(ii) and 15.403-5(b)(2), Attachment 10 shall constitute the requirement for other than certified cost or pricing data. The worksheets located within Attachment 10 contain the following fields:

1. Salary and Wages Exempt from Service Contract Act (SCA)
2. Salary and Wages Non-exempt from Service Contract Act (SCA)
3. Fully Burdened Rates Development Template Year 1 – Year 7
4. Fully Burdened Rates Summary Template Year 1 – Year 7
5. Summary Price Template Firm Fixed Price – Bed Day Rate CLIN 0001
6. Summary Price Template Firm Fixed Price – Other Direct Costs for Bed Day Rate CLIN 0001
7. Summary Price Template Firm Fixed Price - Food Supplies CLIN 0002
8. Summary Price Template Firm Fixed Price - Transportation CLIN 0003
9. Summary Price Template Firm Fixed Price - Overtime CLIN 0004
10. Incumbency Assumptions
11. Phase-In (Transition) Template
12. Minor Subcontracts Template
13. Schedule of Subcontracts

Formulas: All formulas used in the workbooks must be clearly visible in the individual cells and verifiable. Whereas linking among the spreadsheets or workbooks may be necessary, the use of external links (source data not provided to ICE) of any kind is prohibited. The workbooks must contain no macros or hidden cells.

Locks: Responses to this solicitation shall not be locked/protected or secured by passwords on any attachment submitted.
5.3.3 Cost/Price Proposal Organization

The Government intends to use a personal computer (PC) with Microsoft Excel to aid in the evaluation of the cost/price proposal. In addition to the hardcopy requirements of the preceding section, each prime and Subcontractor is required to submit Attachment 10 and any other electronic cost data, including formulas, on CD and by email in accordance with the proposal delivery instructions.

Each CD provided is to have an external label indicating:

1. The name of the Offeror;
2. The RFP number; and
3. The files/workbooks or range of files/workbooks contained on the CD.

Labeling the CD case only does not fulfill this requirement. The CD itself must be labeled. The use of a permanent marker to label the CDs by hand is acceptable.

5.3.4 Workbook Acronyms

All electronic file/workbook names included in the proposal shall begin with the appropriate workbook acronym, hyphen, followed by the first three letters of the company name. For example: Assume the company name is ABCDE Company and you have completed the workbook; the file/workbook name would be Attachment 10-ABC.xls. The Offeror shall use the Template Acronyms below in naming individual worksheets-tabs within an Excel file/workbook:

5.3.5 Template Tab Acronyms:

1. SW-E: Salaries & Wages – Exempt from Service Contract Act (SCA) Template
2. SW-NE: Salaries & Wages – Non-exempt from Service Contract Act (SCA) Template
3. FBR-DT: Fully Burdened Rates Development Template (Years 1-7)
4. FBR-ST: Fully Burdened Rates Summary Template (Years 1-7)
5. SPT FFP Bed Day Rate CLIN 0001: Summary Price Template Firm Fixed Price – Bed Day Rate CLIN 0001
6. SPT ODCs CLIN 0001: Summary Price Template Firm Fixed Price – Other Direct Costs for Bed Day Rate CLIN 0001
7. SPT FFP Food CLIN 0002: Summary Price Template Firm Fixed Price - Food Supplies CLIN 0002
8. SPT Transportation CLIN 0003: Summary Price Template Firm Fixed Price - Transportation CLIN 0003
9. SPT FFP Overtime CLIN 0004: Summary Price Template Firm Fixed Price - Overtime CLIN 0004
10. PIT: Phase-In Template
11. MST: Minor Subcontracts Template
12. SoS: Schedule of Subcontracts
## 5.3.6 CLIN Structure and Cost Allocation

The following table outlines the expected cost allocation for each CLIN and is included for informational purposes for Offerors.

<table>
<thead>
<tr>
<th><strong>CLIN</strong></th>
<th><strong>DESCRIPTION</strong></th>
<th><strong>CHARGES TO CLIN</strong></th>
<th><strong>COSTS WHICH SHOULD NOT BE INCLUDED IN THE RESPECTIVE CLIN(s)</strong></th>
</tr>
</thead>
</table>
| 0001     | BED DAY PER DIEM | • DETENTION MANAGEMENT SERVICES  
• UNARMED GUARD LABOR  
• ARMED GUARD LABOR  
• TRANSPORTATION ARMED GUARDS  
• FOOD SERVICE WORKER LABOR  
• ADMINISTRATION LABOR  
• PROCESSING  
• ON-SITE HR MANAGEMENT  
• ABILITY TO HOUSE/CARE FOR FEMALE DETAINERS  
• POPULATION SURGE PLAN  
• COMPLIANCE WITH 2011 PBNDS (Optimal Standards)  
• ON-SITE HR MANAGEMENT  
• DISTURBANCE CONTROL TEAM  
  • DCT EQUIPMENT  
• DETAINEE PROPERTY/SUPPLIES MANAGEMENT (specified number of FTEs)  
• ESTABLISHMENT OF A NON-CASH DETAINEE FUNDS MANAGEMENT SYSTEM  
• FACILITY SECURITY AND CONTROL/DETAINEE PROCESSING  
• COMMUNICATIONS AND CONTROL SERVICES (specified number of FTEs)  
• REPORTING AND LOGBOOKS  
• OFFICE EQUIPMENT (FURNITURE, SUPPLIES, ETC.)  
• TELECOMMUNICATIONS EQUIPMENT  
• PROVIDING GOVERNMENT RADIOS TO CONTACT NECESSARY CONTRACTOR EMPLOYEES ON SAME FREQUENCY  
• EMPLOYEE SCREENING, DRUG AND MEDICAL TESTING OF EMPLOYEES  
• EMPLOYEE TRAINING COSTS  
• BUSINESS PERMITS, LICENSES, CERTIFICATIONS  
• EMPLOYEE EQUIPMENT  
• UNIFORMS | ➢ ANY UNALLOWABLE COSTS (PER FAR)  
➢ MEDICAL (Provided by IHCS)  
➢ CONSTRUCTION  
➢ GUARANTEED MINIMUM POPULATION  
➢ UNAPPROVED OVERTIME CONTINGENCIES  
➢ LEASE COSTS FOR OFFICE SPACE  
➢ FIREARMS NOT APPROVED BY ICE  
➢ ANY OTHER EQUIPMENT NOT APPROVED BY ICE  
➢ DETAINEE WORKER WAGES |
<table>
<thead>
<tr>
<th>CLIN*</th>
<th>DESCRIPTION</th>
<th>CHARGES TO CLIN</th>
<th>COSTS WHICH SHOULD NOT BE INCLUDED IN THE RESPECTIVE CLIN(s)</th>
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<td>* WEAPONS</td>
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<td>* OTHER THAN LETHAL WEAPONS</td>
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<td>* PPE EQUIPMENT</td>
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<td></td>
<td>* HANDCUFFS &amp; KEYS</td>
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<td></td>
<td>* IDENTIFICATION</td>
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<tr>
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<td></td>
<td>* CONTRACTOR PROVIDED WEAPONS</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>* CLEARING BARRELS</td>
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<td></td>
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<td></td>
<td>* WEAPONS COMPATIBLE WITH ICE ISSUED P229 SIG SAUER .40 CAL</td>
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<td></td>
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<td></td>
<td>* COMMISSARY (NO COST TO GOVERNMENT, w/ 15% or more of profit returned to the Government)</td>
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<td></td>
<td>* FOOD SERVICE AND PREPERATION (Satellite Meals)</td>
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<td></td>
<td></td>
<td></td>
<td>* FOOD SERVICE AREA SANITATION</td>
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<td></td>
<td>* FOOD SERVICE AREA PEST CONTROL</td>
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<td></td>
<td>* FOOD SERVICE EQUIPMENT</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>* RECYCLING PROGRAM IN FOOD SERVICE AREA</td>
</tr>
<tr>
<td>0002</td>
<td>FOOD SUPPLIES</td>
<td>➢ FOOD SUPPLIES (PERISHABLE AND NON-PERISHABLE)</td>
<td>➢ ANY UNALLOWABLE COSTS (PER FAR)</td>
</tr>
<tr>
<td>(A-C)</td>
<td></td>
<td></td>
<td>➢ EMPLOYEE MEAL TICKET PROGRAM ADMINISTRATION AND FOOD EXPENSES</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>➢ LABOR COSTS</td>
</tr>
<tr>
<td>0003</td>
<td>LOCAL TRANSPORTATION</td>
<td>➢ TRANSPORTATION, FUEL AND VEHICLE COSTS</td>
<td>➢ ANY UNALLOWABLE COSTS (PER FAR)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>➢ LABOR COSTS</td>
</tr>
<tr>
<td>0004</td>
<td>OVERTIME GUARD HOURS</td>
<td>➢ ON-DEMAND OVERTIME GUARD HOURS</td>
<td>➢ ANY UNALLOWABLE COSTS (PER FAR)</td>
</tr>
<tr>
<td>(A and B)</td>
<td></td>
<td></td>
<td>➢ UNAUTHORIZED OVERTIME HOURS</td>
</tr>
<tr>
<td>0005</td>
<td>DETAINEE WORK PROGRAM</td>
<td>➢ DETAINEE WORKER WAGES</td>
<td>➢ ANY UNALLOWABLE COSTS (PER FAR)</td>
</tr>
</tbody>
</table>
EXPECTED COST ALLOCATION BY CLIN

<table>
<thead>
<tr>
<th>CLIN*</th>
<th>DESCRIPTION</th>
<th>CHARGES TO CLIN</th>
<th>COSTS WHICH SHOULD NOT BE INCLUDED IN THE RESPECTIVE CLIN(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>PROFIT ON DETAINEE WAGES</td>
</tr>
<tr>
<td>0006</td>
<td>TRANSITION (PHASE-IN)</td>
<td>PHASE IN COSTS</td>
<td>ANY UNALLOWABLE COSTS (PER FAR)</td>
</tr>
</tbody>
</table>

*Table shows Base year CLINs only.

5.3.7 Pricing Template Instructions

A. Salaries and Wages Exempt from Service Contract Act (SCA) Template - Contract Year 1: (SW-E)

The Offeror shall submit a completed SW-E for exempt personnel for Contract Year 1. This template is required of the Offeror proposed as Prime and all major Subcontractors. In the “LABOR CATEGORY – Offeror’s” column, list all labor classifications included in the proposal, by titles from the Offeror's estimating system.

The “FTE” Column shall include all proposed FTEs per labor category. The "Contract Year 1 Proposed Labor Rate" is the Offeror’s proposed composite labor rate starting in Contract Year 1. The “Escalation rates for year 2-7” column shall include the Offeror’s annual escalation percentage. Offerors shall provide adequate supporting rationale for the escalation rates proposed and shall consider the provisions of FAR 52.222-43(b) in any pricing escalations.

The “Actual Proposed Annual Salary” is the salary of the proposed labor category. A source column has been provided on the template for the Offeror to use to identify the supporting data for each labor category, which shall include the source data (Actual or Wage Survey) for exempt personnel. An example is included on the template for illustration purposes only.

B. Salaries and Wages Non-exempt from Service Contract Act (SCA) Template - Contract Year 1: (SW-NE)

The Offeror shall submit a completed SW-NE for non-exempt personnel for Contract Year 1. This template is required of the Offeror proposed as prime and all proposed major Subcontractors. In the “LABOR CATEGORY - Offeror’s” column, list all proposed labor classifications included in the proposal, by titles from the Offeror's estimating system.

The DOL WD or CBA category shall be mapped to the LABOR CATEGORY – Offeror’s. The FTE Column shall include all proposed FTE’s per labor category. Depending on whether the category is DOL or CBA covered, include the wage rate in the appropriate
column. The "Contract Year 1 Proposed Labor Rate" is the Offeror's actual proposed composite labor rate starting in Contract Year 1. A source column has been provided on the template for the Offeror to use to identify the supporting data for each labor category. An example is included on the template for illustration purposes only.

C. Fully Burdened Rates Development Template (FBR-DT)

A separate FBR-DT is required for phase-in as well as for each contract year of the effort from the prime and is also required from Major Subcontractors. Major Subcontractor is defined by this solicitation as a company that the Offeror anticipates providing a total contract value of $500,000.00 per year or $3,500,000.00 for the seven year inclusive effort of contract value in support of the SOW effort. This template is provided so that each Offeror may show how it arrived at its individually proposed fully burdened rates including profit. (See example in the template provided).

This template calculates a weighted average fully burdened labor rate for each Standard Labor Category (SLC). The Offeror's direct labor rates for each SLC for Contract Year 1 should come from and should match the direct labor rates developed in SW-E and SW-NE. The direct labor rates computed for Contract Year 1 for Exempt employees in SW-E should be escalated each year thereafter.

The incumbent retention column is provided for each Offeror to provide its anticipated incumbent retention percentage. This column applies only to Contract Year 1.

Next, indirect costs are added to the direct labor cost to compute the fully burdened rate. This template includes some typical indirect cost categories that may be applicable; however, it may be modified to accommodate the Offeror’s accounting system. You may add rows or columns to facilitate this. However, do not remove any SLCs in the submitted templates. Offerors may submit additional supporting data showing the development of the proposed overhead, fringe or other indirect cost rates.

The Profit column is provided so the Prime Contractor can indicate the proposed profit based upon the Offeror’s rationale. A detailed narrative should be provided explaining the rationale for the profit.

The Subcontractor Cost Input Area addresses the Subcontractor rates. In this area, the Subcontractor(s) is to provide the prime with their fully burdened labor rate and shall be one rate per SLC that shall be charged to the Prime Contractor.

The column titled “Subcontractor FBR” is for the fully burdened rates provided to the Offeror by the Subcontractors.

The Prime Burdens Rate is what the Prime Contractor may apply as a burden to the Subcontractor FBR, if applicable. The Prime Contractor then combines the Subcontractor FBR with the Prime Burdens Rate to arrive at a total rate that includes the Subcontractor.
The column entitled “Estimated Skill Mix” provides the comparative weighting for each of the Offeror's labor categories. Based upon this weighting, the Composite Prime and Sub FBR can be determined. For example, if the Percentage Usage Prime/Sub was 50/50, then 50% of the Prime’s FBR and 50% of the Subcontractor’s FBR can be used in determining the overall Composite Prime and Sub FBR. The “Estimated Skill Mix” percentage must total to 100% for each SLC.

The Weighted Average Overtime column is provided for the Prime Contractor to indicate the hourly rate for overtime by each SLC. This column is to be completed by the prime Contractor only. A detailed narrative should be provided explaining the rationale for the overtime rate. It is expected that the Offeror will propose adequate staffing to avoid overtime and overtime rates should be given for informational purposes only. Only the CO or COR, at their discretion, shall authorize overtime on an “on demand” basis.

For its proprietary information proposal (to be submitted in sealed envelope), each Major Subcontractor shall complete this template in the same manner as the Prime Offeror, showing development of its fully burdened rates by SLC.

**D. Fully Burdened Rates Summary Template (FBR-ST)**

This template is a summary of the fully burdened straight time and overtime labor rates, by contract year, from the FBR-DT template. The rates contained therein shall be used for pricing all task orders under the contract. The non-labor related indirect cost rates for each Contract Year, listed at the bottom of the template, shall be used for application to estimated non-labor direct costs, such as material, travel, training, etc., in pricing all task orders under the contract. Major Subcontractors must provide their fully burdened straight time and overtime labor rates to the prime Offeror on this template, but need not provide the non-labor indirect rates and profit at the bottom of the template. Please note it is expected that the Offeror will propose adequate staffing to avoid overtime and overtime rates should be given for informational purposes only. Only the CO or COR, at their discretion, shall authorize overtime on an “on demand” basis.

**E. Summary Price Template – Bed Day Rate CLIN 0001 (SPT)**

These templates are for pricing out the Offeror's proposed rates for the FFP CLINs. The purpose of this template is to determine the effect of the proposed rates for all years. These templates are divided into four sections:

1) The first section addresses the proposed productive hours.
2) The second section addresses the Contract rates that were determined in the Fully Burdened Rates Development Template— (FBR-DT).
3) The third section addresses the labor cost developed by multiplying the proposed productive hours by the fully burdened contract rates. This will be the fully burdened labor cost per labor category.
4) The final section(s) provide for any proposed overtime rates. However, please note it is expected that Offerors will propose adequate staffing to avoid overtime.

F. Summary Price Template – ODCs

This template is for pricing out the non-labor costs and provides for the respective CLIN total, labor inclusive.

The costs shown in these SPTs will be for evaluation purposes only and do not represent actual task orders.

Offerors shall base their proposed cost on the Government estimated amounts for non-labor related direct costs (materials, supplies, travel, training, equipment, uniforms,) shown in the template, plus any applicable indirect costs and profit.

The non-labor costs provided in the templates are exclusive of any indirect expenses and profit. These costs should bear their applicable portion of material handling or G&A expense unless it is not the Offeror's normal accounting practice to do so. Profit on these costs is at the option of the Offeror.

The Offeror shall use the indirect rates (non-labor related) from the Fully Burdened Rates Summary Template (FBR-ST) to calculate the material handling and/or G&A expense and profit on non-labor costs.

G. Summary Price Template – Food Supplies (CLIN 0002)

The Summary Price Template – Food Supplies provides a table for the breakdown and calculation of Food supplies pricing at the tiered Average Daily Population (ADP) rates under CLIN 0002A, 0002B and 0002C.

H. Summary Price Template – Transportation (CLIN 0003)

The Summary Price Template – Transportation provides a table for the breakdown and calculation of CLIN 0003 Transportation costs.

I. Summary Price Template – Overtime (CLIN 0004)

The Summary Price Template – Overtime provides a table for the breakdown and calculation of CLIN 0004 Overtime costs. The Offeror is expected to provide adequate staffing to avoid overtime rates under the contract. However, Transportation and Stationary Guards services may require overtime in some instances under the contract. The Offeror shall propose overtime rates on an hourly basis for these Transportation and Stationary Guard Services with the understanding that these hours shall be required on an “On Demand” basis at the direction of the COR. Only the COR shall be authorized to direct the Contractor to provide overtime services. The rates shown on the
Summary Price Template – Overtime for the base year reflect the current CBA rates for Transportation Officers (CLIN 0004A) and Supervisors (CLIN 0004B). Offeror’s shall consider the provisions of FAR 52.222-43 in pricing option year overtime rates.

J. Phase-In (Transition) Template (PIT)

The Phase-In Template is required of the prime only and is designed to show the total price (include all Subcontractor phase-in costs and profit). This template must be supported by a narrative basis of estimate (BOE). Include all skills and hours on this template and add rows if needed to account for all labor required. Use the SLCs for skill mix, if appropriate, or include the Offeror’s labor mix on the template with a brief job description in the narrative. The BOE should include a discussion of labor skill mix and significant non-labor resources (materials/supplies, equipment, other, etc.) necessary for accomplishment of phase-in requirements. The phase-in template is to include ALL phase-in costs necessary for full contract implementation.

K. Minor Subcontractor Template (MST)

The minor Subcontractor template is required of the prime only. This template is intended to provide the Government a concise assessment of the substance of minor subcontracts. Minor subcontracts are those subcontracts that have an estimated total value of less than $500,000.00 per year or $3,500,000.00 for the seven year inclusive effort. Examples showing how this template is to be completed are included on this template. Examples should be removed from the exhibit when the Offeror's proposal is submitted.

L. Schedule of Subcontracts (SoS)

This schedule summarizes the activity proposed to be subcontracted and includes all major subcontracts that have an aggregate cost of $3,500,000.00 or more. These Subcontractors are required to submit all applicable cost exhibits and schedules specified in this RFP. In addition, provide the following information:

1) A brief description of work to be subcontracted;
2) Number of quotes solicited and received;
3) Type of proposed subcontract (i.e., firm-fixed price, cost-plus-fixed-fee, labor hour, etc.);
4) Subcontractor selected and basis for selection; and
5) Cost or price analysis performed by the Offeror.

5.3.8 Department of Labor (DOL) Wage Determination (WD) and/or Collective Bargaining Agreements (CBAs)

The minimum wage rates and fringe benefits applicable to the contract are outlined in the Department of Labor (DOL) prevailing wage determinations and/or Collective Bargaining Agreements (CBAs) incorporated into the solicitation/contract.
The applicable job classification under a DOL prevailing wage determination is Detention Officer. In the case of a CBA wage determination, the applicable job classification may be specified under a different title. In either case, the applicable job classification reflects the minimum wage rates and fringe benefits that the Contractor must pay to all employees working under the contract.

The attached Collective Bargaining Agreements (CBAs) will be incorporated into the contract and only those provisions recognized as allowable wages or fringe benefits under the terms of the Service Contract Act, as incorporated into the contract under FAR Clause 52.222-43, will be subject to adjustment when applicable. Incorporation of the CBA does not authorize price adjustment of all economic terms established in the CBA and is limited only to allowable wages and fringe benefits under the Service Contract Act.

5.3.9 Contingency Pricing:

Offerors including contingency allowances in their proposals to cover increased labor costs shall not be entitled to adjustments under the provisions of Federal Acquisition Regulation (FAR) Clause 52.222-43 – Fair Labor Standards Act and Service Contract Act – Price Adjustments (Multiple Year and Option Contracts) (Sept. 2009).

For cost/price factors that are subject to variation, but are not subject to adjustment under the provisions above, Contractors may factor in contingency allowances.

**Note:** Increases to Supervisor wages and benefits are not subject to contract price adjustment in the subsequent ordering periods under FAR 52.222-43(d), unless the Supervisory position is expressly covered under a DOL approved Collective Bargaining Agreement or DOL Wage Determination. For Supervisory positions that are not subject to contract adjustment under FAR 52.222-43(d), the Contractor is permitted to include a reasonable escalation in subsequent option periods based on the labor market in the geographical area that the effort will be performed.

6. Attachment 11 (Summary of Contractor Cost and Pricing)

In addition to Section B of this solicitation, Offerors shall summarize their pricing for each Year/CLIN in Attachment 11. This pricing shall be calculated from the data provided in Attachment 10. Attachment 11 provides space for proposal narratives which may need to be provided in the submission of proposals. Discounts and other pricing related matters should be discussed in Attachment 11. Offerors are strongly encouraged to provide discounts where possible.

L.7 Mandatory Site Visit

Offeror attendance at the site visit to the Port Isabel Detention Center is **MANDATORY**. Attendance of the site visit is crucial to fully understand the scope of requirements set forth herein. The Government will not evaluate or accept any proposal from an Offeror who has not attended the mandatory site visit.
The site visit will take place February 10, 2014. It shall be the Offeror’s responsibility to meet with ICE representatives at PIDC by 9:30am Mountain Daylight Time February 10, 2014. Any changes to this agenda will be provided as an amendment to the solicitation prior to the site visit or provided the day of the site visit. The issue of Offeror questions will be addressed upon meeting at the facility. It shall be the responsibility of Offerors to provide their own transportation to the site.

Offerors are limited to two (2) representatives per company. At least one (1) representative is required from each prime Contractor. Subcontractors may attend but their attendance is not mandatory. A background/criminal history verification must be performed for Offeror personnel attending the site visits at the detention facility. All Offeror personnel attending the site visit shall provide their full names, date of birth, and social security number to the following email address: ICE-DMProposals@ice.dhs.gov no later than 9:00am EDT February 03, 2014. Please reference the solicitation number and “Site Visit” in the subject of the email. On the date of the site visit, company representatives shall present matching photo identification in order to be allowed access. Anyone attempting to attend the site visit without prior notification will be denied entry. An agenda specifying the site visit will be provided once Offerors have submitted their information to the Contract Specialist for attendance to the site visit.

Offerors will not be reimbursed for any costs related to the site visit. The Offeror has the sole responsibility to ensure that their personnel attend the site visit. Failure to attend the site visit in its entirety shall not be the responsibility of the Government.

Offerors attending the site visit shall utilize Attachment 13 (PIDC Site Visit Questions Template) to submit any written questions resulting from the site visit. Questions submitted without using the proper format will not be given consideration. After the date of the site visit, the form shall be submitted electronically to the following email address: ICE-DMProposals@ice.dhs.gov no later than 12:00 noon EDT February 21, 2014. The minutes of the site visit to include questions and answers will be posted as an amendment to the solicitation no later than March 10, 2014 for informational purposes only. Remarks and explanations made at the site visit shall not qualify as terms and conditions of the solicitation, nor are they to be construed as changes to the solicitation or specifications. Changes to the terms and conditions, if any, will be made in the form of a formal written amendment to the solicitation.

L.8 Questions or Clarifications

All questions or requests for clarification related to the RFP shall be submitted using Attachment 12 (Mandatory RFP Questions Template). Questions submitted without using the proper format will not be given consideration. The form shall be submitted electronically to the following email address: ICE-DMProposals@ice.dhs.gov no later than 12:00 noon EDT February 28, 2014. Questions received after this date and time will not be addressed. Questions may be submitted in advance of this date. Answers to all questions submitted will be provided altogether as an amendment to this solicitation.
as soon as possible after the time and date listed above.

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[END OF SECTION L]
SECTION M—EVALUATION FACTORS FOR AWARD

M.1 FAR PROVISIONS INCORPORATED IN FULL TEXT

52.217-5 Evaluation of Options (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government’s best interests, the Government will evaluate offers for award purposes by adding the total price for the base period and all options to calculate the total evaluated price for this requirement. Evaluation of options will not obligate the Government to exercise the option(s).

M.2 Award Selection

The Government intends to award a contract to the Contractor whose proposal for the services described herein conforms to the solicitation and represents the overall best value to ICE. The best value tradeoff approach is a method of selecting the proposals that represents the best value to the Government, based on evaluation of each offer in the following areas:

1) Demonstrated Technical/ Management Capability (Volume I),
2) Past Performance (Volume II), and
3) Cost/Price (Volume III).

The Government intends to evaluate proposals and award upon initial proposals. Therefore, the Offeror’s initial proposal should contain the Offeror’s best terms from a Price/Cost and Technical standpoint.

For price evaluation purposes, the base period plus all option periods shall be used to determine the total evaluated price. The Government will evaluate proposals in accordance with the requirements of FAR Subpart 15.3, “Source Selection.” Offerors must recognize that the initial evaluation of proposals and the determination of a competitive range, if any, will be made upon a review of the proposals only, with the exception of possible independent investigations that may be made with regard to Past Performance. The Government reserves the right to hold discussions if award on the basis of initial offers is determined not to be in the Government’s best interest. If written or oral discussions are conducted, the Government will seek revised proposals from Offerors within the competitive range.

At the conclusion of discussions (if applicable), as stipulated in FAR 15.307, a Final Proposal Revision (FPR) will be requested from all Offerors still within the competitive range. The FPR shall be submitted in the form of a contractual document (including revisions to the original proposal) that has been executed by an individual with the authority to bind the Offeror. Selection will be made in accordance with the evaluation criteria herein. Contract award may be made without subsequent discussions or negotiations.
The SSEB will present its findings to the Source Selection Authority (SSA). The SSA’s decision shall be based on a comparative assessment of proposals against all source selection criteria in the solicitation. While the SSA may use reports and analyses prepared by others, the source selection decision shall represent the SSA’s independent judgment. The Government intends to award a contract resulting from this solicitation to the responsible Offeror whose proposal represents the best value after evaluation in accordance with the criteria set forth in the solicitation.

**NOTE: To be considered for award the prime Contractor shall attend the site visit.**

### 2.1 Evaluation Factors

There are seven evaluation factors in total for this procurement. These factors are as follows:

1) Factor 1: Technical Approach to the Statement of Work (Volume I);
2) Factor 2: Quality Control Plan (Volume I);
3) Factor 3: Transition Plan (Volume I);
4) Factor 4: Key Personnel and Contractor Staffing Plan (Volume I);
5) Factor 5: Management Plan (Volume I);
6) Factor 6: Past Performance (Volume II), and
7) Factor 7: Price/Cost (Volume III)

Specific information regarding each factor is provided below.

#### 2.1.1 Demonstrated Technical/Management Capability (Volume I)

The Demonstrated Technical/Management Capability proposal (Volume I) must demonstrate the Offeror’s merit or excellence of the proposed work to be performed, the Offeror’s demonstrated ability to manage its performance, and the demonstrated ability of the Offeror to accomplish what is offered. Volume I includes five evaluation factors. Each factor is equal in importance. The ratings for these evaluation factors shall be based upon the following tables:

#### 2.1.2 Technical Approach to the Statement of Work (SOW) (Factor 1):

<table>
<thead>
<tr>
<th>Rating</th>
<th>Symbol</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Outstanding</td>
<td>O</td>
<td>The Offeror’s Technical Approach to the SOW demonstrates an understanding of requirements and presents an approach that significantly exceeds performance or capability standards. Proposal has exceptional strengths that will significantly benefit the Government. No deficiency or significant weaknesses exist. Risk is low, and the proposal indicates a very high probability of successful performance.</td>
</tr>
<tr>
<td>Rating</td>
<td>Symbol</td>
<td>Definition</td>
</tr>
<tr>
<td>------------</td>
<td>--------</td>
<td>----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Acceptable</td>
<td>A</td>
<td>The Offeror’s Technical Approach to the SOW demonstrates an understanding of requirements and presents an approach that meets performance or capability standards. Acceptable solution which demonstrates overall competence. One or more strengths have been found, and strengths outweigh any weaknesses that exist. Risk is low, and there is a good probability of success.</td>
</tr>
<tr>
<td>Marginal</td>
<td>M</td>
<td>The Offeror’s Technical Approach to the SOW demonstrates a marginal understanding of requirements and presents an approach that only marginally meets performance or capability standards necessary for minimal competence. Some important standards have not been met or addressed. Risk is evident, and there is a low probability of success. There are deficiencies in the proposals, but they are correctable.</td>
</tr>
<tr>
<td>Unsatisfactory</td>
<td>U</td>
<td>The Offeror’s Technical Approach to the SOW fails to meet the requirement; one or more deficiencies and weaknesses exist for which correction would require a major revision or the proposal would need to be completely rewritten. Several important standards have not been met. Risk is high, and there is little likelihood of success.</td>
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### 2.1.3 Quality Control Plan (Factor 2):

<table>
<thead>
<tr>
<th>Rating</th>
<th>Symbol</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Outstanding</td>
<td>O</td>
<td>The Offeror’s Quality Control Plan clearly demonstrates the Offeror’s ability to successfully self-monitor its operations and maintain compliance with all applicable contract requirements and standards, including ACA and PBNDS 2011 optimal standards. An outstanding quality control plan demonstrates a successful method for quality assurance and competence in accordance with the solicitation and QASP with exceptional strengths that will significantly benefit the Government. No deficiency or significant weaknesses exist. Risk is low, and the proposal indicates a very high probability of successful performance.</td>
</tr>
</tbody>
</table>
### Rating | Symbol | Definition
--- | --- | ---
Acceptable | A | The Offeror’s Quality Control Plan demonstrates the Offeror’s ability to successfully self-monitor its operations and maintain compliance with all applicable contract requirements and standards, including ACA and PBNDS 2011 optimal standards. An acceptable Quality Control Plan demonstrates a successful method for quality assurance and competence in accordance with the solicitation and QASP. One or more strengths have been found, and strengths outweigh any weaknesses that exist. Risk is low, and there is a good probability of success.

Marginal | M | The Offeror’s Quality Control Plan marginally demonstrates the Offeror’s ability to self-monitor its operations and maintain compliance with all applicable contract requirements and standards, including ACA and PBNDS 2011 optimal standards. A marginal Quality Control Plan demonstrates that the Offeror only marginally meets the quality assurance requirements and competence in accordance with the solicitation and QASP. Some important standards have not been met or addressed. Risk is evident, and there is a low probability of success. There are deficiencies in the Quality Control Plan, but they are correctable.

Unsatisfactory | U | Fails to meet the requirement; one or more deficiencies and weaknesses exist for which correction would require a major revision or the proposal would need to be completely rewritten. Several important standards have not been met. Risk is high, and there is little likelihood of success.

### 2.1.4 Transition Plan (Factor 3):

<table>
<thead>
<tr>
<th>Rating</th>
<th>Symbol</th>
<th>Definition</th>
</tr>
</thead>
</table>
| Outstanding | O | The Offeror’s Transition Plan clearly demonstrates how the Offeror will provide a seamless transition between the Contractor and the predecessor Contractor, ensuring no disruption to ongoing operations. An outstanding transition plan addresses all areas identified in the solicitation and provides for seamless transition. Exceptional strengths have been
<table>
<thead>
<tr>
<th>Rating</th>
<th>Symbol</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acceptable</td>
<td>A</td>
<td>The Offeror’s Transition Plan demonstrates how the Offeror will provide a seamless transition between the Contractor and the predecessor Contractor, ensuring only minimal disruption to ongoing operations. An acceptable transition plan addresses all areas identified in the solicitation and provides for seamless transition. One or more strengths have been found, and strengths outweigh any weaknesses that exist. Risk is low, and the transition plan indicates a good probability of success.</td>
</tr>
<tr>
<td>Marginal</td>
<td>M</td>
<td>The Offeror’s Transition Plan marginally demonstrates how the Offeror will provide a seamless transition between the Contractor and the predecessor Contractor. A marginal transition plan only marginally addresses the areas identified in the solicitation. Some important standards have not been met or addressed. Risk is evident, and there is a low probability of success. There are deficiencies in the transition plan, but they are correctable.</td>
</tr>
<tr>
<td>Unsatisfactory</td>
<td>U</td>
<td>Fails to meet the requirement; one or more deficiencies and weaknesses exist for which correction would require a major revision or the proposal would need to be completely rewritten. Several important standards have not been met. Risk is high, and there is little likelihood of success.</td>
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### 2.1.5 Key Personal and Contractor Staffing Plan (Factor 4):

<table>
<thead>
<tr>
<th>Rating</th>
<th>Symbol</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Outstanding</td>
<td>O</td>
<td>The Offeror’s proposal and Staffing Plan clearly describes its staffing, recruitment, retention and training approach in accordance with the provisions of the solicitation. The Staffing Plan clearly addresses all staffing post requirements in Section C while demonstrating conformance with all SOW and contract requirements and applicable standards, including ACA and ICE PDNDS 2011 optimal</td>
</tr>
<tr>
<td>Rating</td>
<td>Symbol</td>
<td>Definition</td>
</tr>
<tr>
<td>--------------</td>
<td>--------</td>
<td>-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Acceptable</td>
<td>A</td>
<td>The Offeror’s proposal and Staffing Plan describes its staffing, recruitment, retention and training approach in accordance with the provisions of the solicitation. The Staffing Plan addresses all staffing post requirements in Section C while demonstrating conformance with all SOW and contract requirements and applicable standards, including ACA and ICE PDNDS 2011 optimal standards. One or more strengths have been found, and strengths outweigh any weaknesses that exist. Risk is low, and the staffing plan indicates a good probability of success.</td>
</tr>
<tr>
<td>Marginal</td>
<td>M</td>
<td>The Offeror’s proposal and Staffing Plan only marginally describes its staffing, recruitment, retention and training approach in accordance with the provisions of the solicitation. The Staffing Plan marginally addresses all staffing post requirements in Section C while only marginally demonstrating conformance with all SOW and contract requirements and applicable standards, including ACA and ICE PDNDS 2011 optimal standards. Some important standards have not been met or addressed. Risk is evident, and there is a low probability of success. There are deficiencies in the staffing plan, but they are correctable.</td>
</tr>
<tr>
<td>Unsatisfactory</td>
<td>U</td>
<td>Fails to meet the requirement; one or more deficiencies and weaknesses exist for which correction would require a major revision or the proposal would need to be completely rewritten. Several important standards have not been met. Risk is high, and there is little likelihood of success.</td>
</tr>
</tbody>
</table>
2.1.6 Management Plan (Factor 5):

<table>
<thead>
<tr>
<th>Rating</th>
<th>Symbol</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Outstanding</td>
<td>O</td>
<td>The Offeror’s Management Plan clearly demonstrates outstanding management and business approaches necessary to coordinate, perform, integrate, control, and accomplish the SOW requirements in accordance with the solicitation. Exceptional strengths have been found that will significantly benefit the Government. No deficiency or significant weaknesses exist. Risk is low, and the Management Plan indicates a very high probability of successful performance.</td>
</tr>
<tr>
<td>Acceptable</td>
<td>A</td>
<td>The Offeror’s Management Plan demonstrates the management and business approaches necessary to coordinate, perform, integrate, control, and accomplish the SOW requirements in accordance with the solicitation. One or more strengths have been found, and strengths outweigh any weaknesses that exist. Risk is low, and the Management Plan indicates a good probability of success.</td>
</tr>
<tr>
<td>Marginal</td>
<td>M</td>
<td>The Offeror’s Management Plan only marginally demonstrates the management and business approaches necessary to coordinate, perform, integrate, control, and accomplish the SOW requirements in accordance with the solicitation. Some important standards have not been met or addressed. Risk is evident, and there is a low probability of success. There are deficiencies in the Management Plan, but they are correctable.</td>
</tr>
<tr>
<td>Unsatisfactory</td>
<td>U</td>
<td>Fails to meet the requirement; one or more deficiencies and weaknesses exist for which correction would require a major revision or the proposal would need to be completely rewritten. Several important standards have not been met. Risk is high, and there is little likelihood of success.</td>
</tr>
</tbody>
</table>

2.1.7 Past Performance (Volume II - Factor 6):

This factor indicates the relevant quantitative and qualitative aspects of each Offeror’s record of performing services or delivering products similar in size, content, and complexity to the requirements of the current acquisition. This factor provides an
opportunity to evaluate the quality of goods and services provided by the Offerors to the agency and other organizations as either a prime or Subcontractor. The Past Performance evaluation assesses the Contractor's performance under previously awarded contracts. The past performance evaluation is an assessment of the Government’s level of confidence in the Offeror’s ability to perform the solicitation requirements. The past performance evaluation shall be in accordance with FAR 15.305(a)(2), using the following evaluation criteria:

<table>
<thead>
<tr>
<th>Rating</th>
<th>Symbol</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Neutral</td>
<td>N</td>
<td>No relevant performance record is identifiable upon which to base a meaningful performance rating. A search was unable to identify any relevant past performance information for the Offeror or key team members/Subcontractors or their key personnel. This is neither a negative nor positive assessment.</td>
</tr>
<tr>
<td>Outstanding</td>
<td>O</td>
<td>The Offeror’s relevant past performance is of exceptional merit and is very highly pertinent to this acquisition; indicates exemplary performance in a timely, efficient, and economical manner; very minor (if any) problems with no adverse effect on overall performance. Based on the Offeror’s performance record, there is a very high level of confidence that the Offeror will successfully perform the required effort. One or more significant strengths exist. No significant weaknesses exist.</td>
</tr>
<tr>
<td>Acceptable</td>
<td>A</td>
<td>The Offeror’s relevant past performance is highly pertinent to this acquisition; demonstrates effective performance that would be fully responsive to contract requirements with contract requirements accomplished in a timely, efficient, and economical manner with only minor problems and little identifiable effect on overall performance. Based on the Offeror’s performance record, there is confidence that the Offeror will successfully perform the required effort. One or more significant strengths exist. Strengths outweigh any weaknesses.</td>
</tr>
<tr>
<td>Marginal</td>
<td>M</td>
<td>The Offeror’s relevant past performance is marginally pertinent to this acquisition; adequate results; reportable problems with identifiable, but not substantial, effects on overall performance. Based on the Offeror’s performance record, there is a low level of confidence that the Offeror will successfully perform the required effort. Changes to the Offeror’s existing processes may be necessary in order to</td>
</tr>
</tbody>
</table>
achieve contract requirements. One or more weaknesses exist. Weaknesses outweigh strengths.

| Unsatisfactory | U | The Offeror’s relevant past performance does not meet minimum acceptable standards in one or more areas; remedial action required in one or more areas; problems in one or more areas which adversely affect overall performance. Based on the Offeror’s performance record, there is a very low level of confidence that the Offeror will successfully perform the required effort. One or more deficiencies or significant weaknesses exist. |

2.1.8 **Price/Cost Proposal (Volume III - Factor 7):**

This factor is used to assess what each Offeror’s proposal will cost the Government should it be selected for award. Proposed pricing data will be analyzed to determine the price and associated risks of doing business with an Offeror based upon the Offeror’s proposed approach for the proposed price. A price analysis will be performed to assess the reasonableness of the proposed prices under the firm fixed price contract. This factor will not be rated.

2.1.9 **Definition of Terms**

The Government will define strengths, weaknesses and deficiencies in its evaluation of proposals as follows:

**Significant Strength:** Any aspect of a proposal that, when judged against the stated evaluation criteria, substantially enhances the merit of the proposal and considerably increases the probability of successful performance of the contract.

**Strength:** Any aspect of a proposal that, when judged against a stated evaluation criterion it enhances the merit of the proposal or provides the increased probability of successful performance of the contract.

**Weakness:** A flaw in a proposal that increases the risk of unsuccessful contract performance. Although a single weakness may not require correction prior to consideration for award, it may affect the overall proposal rating.

**Significant Weakness:** A flaw that appreciably increases the risk of unsuccessful contract performance. Although a single significant weakness may not require correction prior to consideration for award, it may affect the proposal rating.

**Deficiency:** A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.
2.2 Methodology of Evaluation

Each offer will be rated based on effectiveness, expected outcomes, sound business practices, demonstrated understanding of all elements of the technical requirements, and fair and reasonable pricing. Proposals which are unrealistic in terms of technical or schedule commitments, or unrealistically high or low in terms of pricing, may be deemed to be reflective of an inherent lack of technical competence, or indicative of a failure to comprehend the complexity and risks of the proposed work and may be grounds for rejection. The SSA may determine that a superior solutions/approach, as determined through the evaluation factors, merits a higher price, and therefore represents the best value to the Government. The SSA, using sound business judgment, will base the selection decision on an integrated assessment of the Offeror’s relative capability as measured against the evaluation factors identified in this Section M.

Each proposal submission, as well as each evaluation, shall stand-alone and be decided based on its own merits.

The Government may:
- Accept other than the lowest price submittal; and/or,
- Allow Offerors to “resolve minor or clerical errors” in accordance with FAR 15.306.

The Government will disclose the following information in post-award debriefings to an unsuccessful Contractor:
- The SSA’s decision;
- The unsuccessful Contractor’s evaluated standings relative to the successful Contractor(s); and
- A summary of the evaluation findings relating to the unsuccessful Offeror.

The Government intends to evaluate proposals and award a contract without discussions. The Government reserves the right to hold discussions, if necessary. The Government may establish a competitive range to only those Contractors most likely to receive award. A proposal in response to this RFP must contain the Contractor’s best terms from a technical and price standpoint. An Unsatisfactory rating in any one evaluation factor shall deem the entire proposal Unsatisfactory. Proposals determined to be Unsatisfactory may be eliminated from further consideration.

M.3 Relative Importance of Factors

Demonstrated Technical/Management Capability (Volume I, Factors 1-5): Each factor within Volume I shall be equal in importance. Volume I, Factors 1-5 shall be more important than Past Performance (Volume II, Factor 6). When combined, Demonstrated Technical/Management Capability (Volume I, Factors 1-5) and Past Performance (Volume II, Factor 6) are LESS important than Price (Factor 3). The Government will not make an award at a significantly higher overall cost to the Government to achieve only slightly superior technical capability. As the price of competing proposals becomes
comparable, technical merits will become more important in any tradeoff decisions. Notwithstanding the above, proposals may be removed from competition if they receive an overall “Unsatisfactory” rating in any non-price factor (Factors 1-6).

The determination of best value will be made by comparing the differences in the ratings for the Demonstrated Technical/Management Capability factors and Past Performance factor with the proposed Price. The Government will make this assessment through the tradeoff analysis of benefits of superior abilities and probability of successful contract performance versus the added cost. Overall cost to the Government may become the ultimate determining factor for award of the contract as proposals become more equal based on other factors.

M.4 Evaluation Factors

ICE will evaluate the merits of the Offeror’s technical approach to provide the services specified in this solicitation. Proposals will be evaluated on the basis of the Contractor’s demonstrated understanding of all elements of the technical requirements, the soundness and technical ability of the proposed approach, and the validity of the proposed methodology to meet the requirements of this solicitation. The Government will evaluate all factors based on the criteria in Section L.6 Proposal Preparation Instructions, Section 3 – Proposal Content. The following elements will be evaluated:

4.1 Demonstrated Technical/Management Capability (Volume 1)

The Offeror’s Proposal will be evaluated based on the Offeror’s ability to fulfill the technical requirements while meeting quality requirements and the Offeror’s business approach. Information submitted in Volume I of the proposal that is not relevant to the Demonstrated Technical/Management Capability factor will not be evaluated. The integration between the Demonstrated Technical/Management Capability findings and price is critical to determining price reasonableness. Paraphrasing and merely stating the Offeror understands and will comply with the requirements described in this solicitation; including statements such as “standard procedures will be employed” or “well known techniques will be used”, will not be interpreted as demonstrating a sufficient level of awareness and understanding of this solicitation and will not be considered as a tangible response to this solicitation.

The Demonstrated Technical/Management Capability proposal (Volume I) must demonstrate the Offeror’s merit or excellence of the proposed work to be performed, the Offeror’s demonstrated ability to manage its performance, and the demonstrated ability of the Offeror to accomplish what is offered. Volume I includes five evaluation factors.

The Government will evaluate all factors based on the criteria in Section L.6 Proposal Preparation Instructions and will rate each factor in accordance with the ratings set forth in Section M.2 Award Selection.

4.1.1 Factor 1: Technical Approach to the Statement of Work (Volume I)

The Government is seeking offers that go beyond a mere repetition of the requirements by offering innovative and effective management strategies and solutions that will
ultimately result in acceptable services which are clearly visible to the stakeholders. The Offeror’s Technical Approach to the SOW will be evaluated as to how effectively it demonstrates the Offeror’s knowledge, understanding, feasibility, and technical ability to meet the requirements in the solicitation. The assessment of the SOW will consider the corporate visibility, emphasis, and involvement in the effective management of the work efforts, the employee recruitment, pre-security screening staffing, including the corporate strategy/plans used to obtain, maintain and motivate employees and the corporate’s commitment to treat the IDIQ as a corporate priority.

Ratings for this factor will be based on the degree to which the Offeror demonstrates the ability to perform the tasks. The degree to which the proposed approach addresses difficulties present in the current state of the field and the related project impacts will also be considered. In addition to those areas which Offerors are required to address, Offerors may choose to address additional potential risk areas as they deem appropriate in responding to this RFP.

Please Note: The sheer number of items addressed alone will not determine the quality of the proposed response. Rather, the Government’s evaluation will be an assessment of the Offeror’s knowledge, understanding, feasibility, and technical ability to meet the requirements in the solicitation.

4.1.2 Factor 2: Quality Control Plan (Volume I)

The Government will evaluate the Offeror’s approach to planning and executing a quality control and assurance process throughout the life of the contract and ability to fully meet the standards proposed in their offer. The Quality Control Plan will be evaluated as to how successfully it demonstrates the Offeror’s ability to self-monitor and comply with the ICE Quality Assurance Surveillance Plan (QASP) with regard to:

- Inspections
- Methodology
- Supervisory Plan
- Communication Plan
- Emergency Food Service Plan
- Ensuring all ACA and PBNS standards are met or exceeded
- Ensuring all safety requirements are met (e.g. Occupational Safety and Health Administration (OSHA) standards)
- Demonstrating a thorough understanding of security risk management as it pertains to ICE detention management
- Providing personnel who will be responsible for quality control, safety, compliance, and are knowledgeable in ACA and PBNDS standards

4.1.3 Factor 3: Transition Plan (Volume I)

The Government will evaluate the Offeror’s Transition Plan for soundness, completeness, efficiency, and effectiveness including the approach and rationale for the
continuation of operations during contract transition and addressing issues typically encountered during the transition-in and transition-out at the conclusion of the contract.

The following elements shall be assessed by the Government for reasonableness:

- Recruitment, adequacy and availability of proposed staff.
- Training of new and incumbent employees.
- Licenses and Permits obtained prior to performance.
- Transportation assets obtained prior to performance.
- Insurance obtained prior to performance and in compliance with clause H-1.
- Contractor's pre-screening procedures for employees, prior to submission to DHS PSU.
- Background Investigations: all employees shall be cleared in accordance with Section H.
- Inventory of Proposed Security / Enforcement Equipment is adequate to deal with a disturbance.
- Estimate and supporting rationale for the number of incumbent Contractor employees expected to be hired.
- Implementation schedule of tasks to be completed by the Offeror during transition. The schedule shall include at a minimum, but not limited to, medical screening, physical agility testing, psychological screening, interviews, vehicle assessments, uniform fitting, furniture and equipment ordering, training, weapons systems qualifications, standard operating procedure development, and any other elements that create risk in the schedule.
- Schedule for certifying and training company personnel (including key personnel) to assume operational responsibilities and SOW requirements at contract start. Include approach to conducting required SOW fitness screening requirements to ensure personnel suitable at contract start.
- Identification of transition risk areas and recommended approaches to minimize the probability and impact of those risks.

4.1.4 Factor 4: Key Personnel and Contractor Staffing Plan (Volume I)

The Government will evaluate the Offeror's Key Personnel and Contractor Staffing Plan in order to determine the Offeror's understanding of how staffing elements relate to the solicitation requirements and successful contract performance.

For proposed Key Personnel, the Government will evaluate the following:

- Rationale for selection of personnel to fill key positions, including individual’s background, education and experience, qualifications, and their proposed assignment/role in the contract. The plan must clearly demonstrate the required experience and knowledge identified in the solicitation.
• For each key personnel identified, the actual time proposed to be committed throughout the duration of the contract, the rationale for the level of commitment, and the impact thereof on contract performance.

• Commitment letters and resumes (no longer than 3 pages) with position descriptions for all key personnel.

• For any Key Personnel not specified by the Government, the Offeror's description of Key Personnel positions including authority and responsibilities, and the rationale why the position is considered a Key Personnel position.

The Offeror shall provide a minimum of one (1) resume for each key person identified in the solicitation: Program Manager, Assistant Program Manager, Chief of Security Services, Quality Control, Standards Compliance and Occupational Safety and Health Manager, Transportation Coordinator/DOT Compliance Manager, Captain (Shift Commander), Detention Lieutenant, Transportation Lieutenant and Training Director.

The Government will assess the Offeror’s Contractor Staffing Plan for the following:

• Approach to providing the staffing (skill mix) necessary to perform requirements.

• Approach for responding to changing skill sets requirements.

• Any difficulties anticipated in fulfilling the staffing requirements of this contract and the plans to overcome those difficulties.

• Recruitment plans, methods, sources of personnel, employee retention rate and employee retention plans. Plans for internal training, mentoring, and career development.

• Other policies and incentives aimed at contributing to employee retention, morale, productivity, growth and development.

• Management approach to, and responsibilities for, setting employee performance standards, for maintaining performance at those standards, including methods for recognizing outstanding performance and processes for dealing with underperforming employees.

• Staffing risk areas and recommended approaches to minimize the probability and impact of those risks.

4.1.5 Factor 5: Management Plan (Volume I)

The Government will evaluate the Offeror’s demonstration of its understanding of the management and business approaches to coordinate, perform, integrate, control, and accomplish the requirements in this solicitation. The Government will evaluate to what extent the management plan addresses, at a minimum, the following areas:

• Understanding of the relevance of the SOW to successful contract performance.

• Understanding of how management differs from supervision in the context of the SOW.

• An explanation of how the Contractor specifically plans to help ERO achieve the mission.
• Proposed management structure, including clear lines of authority and communications to perform the requirements of the SOW. A description and diagram of the structural connections or associations of the entities responsible for this work with any corporate or division organizations and any Subcontractor(s).
• Authority and responsibility vested in key personnel and their access to corporate or company resources to support the contract through all phases.
• Proposed subcontracting arrangements, if any, and the effectiveness of the proposed approach for managing these arrangements to assure that the government receives a quality product or service.
• Proposed corporate policies and procedures relating to the requirement.
• Approach to performing the requirements of the SOW under a firm fixed price contract and ensuring quality performance.
• Identification of management risk areas and recommended approaches to minimize the probability and impact of those risks.

4.2 Factor 6: Past Performance (Volume II)

The past performance evaluation will be accomplished by reviewing aspects of an Offeror’s recent and relevant past performance, focusing on performance which is relevant to this acquisition. The past performance evaluation will be used as a means of determining the probability of the Offeror to meet the performance requirements of the proposed contract.

The past performance assessment is based on consideration of all relevant facts and circumstances. The Government is seeking to determine whether the Offeror has consistently demonstrated a commitment to customer satisfaction and timely delivery of goods and services. The Government will consider the scope of the performance, source of the performance information, context of the data, general trends in Offerors’ performance, and the size and complexity of the performance relative to this solicitation’s requirements.

In addition to the submitted questionnaires and past project forms, the Government will accomplish an overall past performance evaluation based upon the past performance information obtained through the PPIRS, similar systems of other Government departments and agencies, interviews, and through any other sources known to the Government, including commercial sources. An overall past performance rating determination will be made of the Offeror’s past performance including, if applicable, the extent of its Subcontractors’ and teaming partners’ involvement. While the Government may elect to consider data obtained from other sources, the burden of providing current, accurate and complete past performance information rests with the vendor. The Offeror will have the opportunity to respond to any adverse past performance that the Government receives.

In the case of an Offeror without a record of relevant past performance or for whom information on past performance relative to this requirement is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the
Offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305(a)(2)(iv)). Therefore, the Offeror shall be determined to have neutral past performance. Neutral past performance ratings shall not eliminate the proposal from further consideration.

4.3 Factor 7: Price/Cost (Volume III)

The Government will conduct its price analysis using one or more of the techniques specified in FAR 15.404-1(b). The Price proposal will not be adjectively rated. The Price proposal will be compared to the Demonstrated Technical/Management Capability proposal for consistency and understanding of the requirement. Price Proposal evaluations shall also include an analysis for unbalanced pricing as referenced in FAR 15.404-1(g). A determination of unbalanced pricing may lead to the rejection of the Offeror as permitted in FAR 15.404-1(g)(3).

For evaluation purposes only, the Government will evaluate the grand total of the base year and all option periods for all CLINs within Attachment 11. The evaluated price will be based upon the average daily population of detainees of 1200 detainees, the sum of the base year (including the transition period of 30 days) and six (6), one (1) year option periods and an optional six (6) month extension period in accordance with FAR 52.217-8. The unit price will be multiplied by the quantity and the sum total of all CLINs will be added to the sum total of the base year (including transition) and all Option Years. The sum total of the base year (including transition) and all Option Years shall be the price used for overall price evaluation.

Pricing information shall be provided by the Contractor using Attachments 10 and 11 with the corresponding amounts included in Section B. Each price will be validated by examining the arithmetic accuracy and consistency of the information presented in the proposal. Discrepancies will be noted and provided to the SSA and CO.

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[END OF SECTION M]