

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



Section C  
Performance Work Statement  
Detention Services  
**(PORT ISABEL  
DETENTION CENTER)  
(JANUARY 2021)**

## TABLE OF CONTENTS

TABLE OF CONTENTS .....	2
I. EXPLANATION OF TERMS/ACRONYMS.....	4
II. PERFORMANCE WORK STATEMENT .....	12
A. Objective .....	12
B. Background and Mission.....	12
C. Scope of Work.....	12
D. Facilities .....	14
E. Armed Transportation Services.....	16
F. On-Call Stationary Guard Services .....	20
III. GENERAL .....	21
A. Notification and Public Disclosures .....	21
B. Records.....	21
C. Right of Refusal.....	22
D. Hold Harmless .....	23
E. Quality Control.....	23
F. Quality Assurance Surveillance Plan (QASP) .....	24
G. Contractor's Failure to Perform Required Services .....	24
H. Inspection by Regulatory Agencies.....	25
I. Performance Evaluation Meetings .....	25
IV. PERSONNEL AND STAFFING .....	25
A. Employment Eligibility .....	25
B. Facility Staffing Plan, Floor Plan and Key Personnel .....	26
C. Health Requirements for All Detention Officers.....	29
D. Employee Health and Health Records.....	29
E. Random Drug Testing .....	32
F. Contraband Program and Inspection .....	32
G. Contractor's Employee Rules.....	32
H. Minimum Standards of Employee Conduct .....	33
I. Minimum Personnel Qualification Standards .....	33
J. Removal from Duty.....	34
K. Tour of Duty Restrictions.....	36
L. Dual Positions.....	36
M. Post Relief .....	36
N. Personnel Files .....	36
O. Uniform Requirements .....	36
P. Permits and Licenses .....	37
Q. Encroachment.....	38
R. Work Schedules.....	38
S. Training .....	40
V. DETENTION SERVICES .....	43
A. Detention Site Standards .....	43
B. Language Access.....	44
C. Health and Medical Care Policies .....	44
D. Health Services.....	45
E. Detainee Voluntary Work Program .....	

VI. REQUIRED ADMINISTRATION AND MANAGEMENT SERVICES .....	47
A. Manage the Receiving and Discharge of Detainees .....	47
B. Manage and Account for Detainee Assets (Funds, Property) .....	48
C. Securely Operate the Facility .....	49
D. Establish and Maintain a Program for the Prevention of Sexual Abuse/Assault .....	49
E. Collect and Disseminate Intelligence Information .....	49
F. ICE Notifications .....	50
G. Maintain Institutional Emergency Readiness .....	50
H. Manage Computer Equipment and Services in Accordance with all Operational Security Requirements .....	51
I. Manage and Maintain a Commissary .....	51
J. Visitation .....	52
K. Manage and Maintain a Detainee Telephone System (DTS) .....	52
VII. FACILITY SECURITY AND CONTROL .....	53
A. Security and Control (General) .....	53
B. Detainee Rights .....	53
C. Unauthorized Access .....	54
D. Direct Supervision of Detainees .....	54
E. Maintain a Video Surveillance Program .....	54
F. Log Books .....	54
G. Reports .....	55
H. Detainee Counts .....	55
I. Daily Inspections .....	55
J. Deviation from Prescribed Schedule Assignments .....	56
K. Use of Force and Restraints .....	56
L. Escapes .....	56
M. Evacuation Plan .....	57
N. Injury, Illness, and Reports .....	57
O. Protection of Employees .....	57
P. Sanitation and Hygienic Living Conditions .....	57
Q. Physical Plant .....	57
R. Environmental Policy Procedures .....	59
VIII. FOOD SERVICE .....	60
IX. PROPERTY ACCOUNTABILITY .....	61
A. General .....	61
B. Use of Government Wireless Communication Devices .....	61
X. FIREARMS / BODY ARMOR .....	62
A. Firearms Requirements .....	62
B. Body Armor Requirements .....	63
XI. Transition .....	64
A. Transition-In .....	64
B. Transition-Out .....	64

## **I. EXPLANATION OF TERMS/ACRONYMS**

1. **ADMINISTRATIVE SEGREGATION**: A form of separation from the general population used when the continued presence of the detainee in the general population would pose a threat to life, property, self, staff, or other detainees or to the security or orderly running of the facility. This housing status also includes detainees who require protective custody, those who cannot be placed in the local population because they are in route to another facility (holdovers), those who are awaiting a hearing before a disciplinary panel, and those requiring separation for medical reasons.
2. **ADULT LOCAL DETENTION FACILITY (ALDF)**: A facility which detains persons over the age of 18.
3. **ALIEN/NON-CITIZEN**: Any person who is not a citizen or national of the United States.
4. **AMERICAN CORRECTIONAL ASSOCIATION (ACA)**: The American Correctional Association is the oldest and largest international correctional association in the world. ACA serves all disciplines within the corrections profession and is dedicated to excellence in every aspect of the field.
5. **BED-DAY**: The total billable cost to the Government to maintain and house one detainee for one day. Bed-day means a detainee that is referred to a contractor for detention. The bed days are calculated by subtracting the date booked into custody from the date released from custody. The contractor may charge for day of arrival, but not day of departure.
6. **BED-DAY RATE**: The rate charged for each individual detainee per day. Bed-day rate is an all-inclusive burdened rate including direct costs, indirect costs, overhead, and profit necessary to provide the detention, and food service requirements as described in the PWS.
7. **BODY CAVITIES** - Body cavities include the mouth, ears, nostrils, vagina, and rectum.
8. **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 individual's accompanying personal property. The Contractor may be responsible for booking the detainee into ICE systems upon receiving the detainee.
9. **CLASSIFICATION**: A process for determining the needs and requirements of aliens for whom detention has been ordered and for assigning them to housing units and programs according to their needs, security risk level, and existing resources of the facility.
10. **CONTRABAND**: Items that pose a threat to the security of people or property. A contraband item fits into either the category of hard or soft contraband as defined below:
  - a) **Hard Contraband**: Any item that is inherently dangerous as a weapon or tool of violence, e.g., knife, explosives, "zipgun," brass knuckles. Because hard contraband presents an immediate physical threat in or to the facility, a detainee found in possession of hard contraband could face disciplinary action or criminal prosecution.
  - b) **Soft Contraband**: Any item that presents a nuisance, which does not pose a direct and immediate threat to an individual's safety. None-the-less, soft contraband has the potential to create dangerous or unsanitary conditions in the facility, such as excess papers that create a fire hazard, food items that are spoiled or retained beyond the point of safe consumption, etc.
11. **CONTRACTING OFFICER (CO)**: An employee of the Government responsible for the complete conduct and integrity of the contracting process, including administration after

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

- authority, and/or assigns responsibilities.
27. DISCIPLINARY SEGREGATION: A unit housing detainees who commit serious rule violations.
  28. EMERGENCY: Any significant disruption of normal facility procedure, policy, or activity caused by riot, strike, escape, fire, medical exigency, natural disaster, or other serious incident.
  29. EMERGENCY CARE: Care for an acute illness or unexpected serious health care need that cannot be deferred until the next scheduled sick call.
  30. ENFORCEMENT AND REMOVAL OPERATIONS (ERO): A division within ICE, whose mission is the planning, management, and direction of broad programs relating to the supervision, detention, and removal of detainees who are in the United States illegally.
  31. ENTRY ON DUTY (EOD): The first day the employee begins performance at a designated duty station on this contract.
  32. EXECUTIVE OFFICE OF IMMIGRATION REVIEW (EOIR): An agency of DOJ. The primary mission of the Executive Office for Immigration Review (EOIR) is to adjudicate immigration cases by fairly, expeditiously, and uniformly interpreting and administering the Nation's immigration laws. Under delegated authority from the Attorney General, EOIR conducts immigration court proceedings, appellate reviews, and administrative hearings.
  33. FACILITY: The physical plant and grounds in which the Contractor's services are operated.
  34. FACILITY ADMINISTRATOR: The official, regardless of local title (e.g., jail administrator, Facility Director, superintendent), who has the ultimate responsibility for managing and operating the contracted detention facility. The qualifications for the holder of this office shall be consistent with ACA standards.
  35. 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.
  36. FLIGHT OPERATIONS UNIT (FOU): The FOU is the principal mass air transportation and manages government and contract flights.
  37. GOVERNMENT: Refers to the United States Government.
  38. GRIEVANCE: A written complaint filed by a detainee with the facility administrator concerning personal health/welfare or the operations and services of the facility.
  39. 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.
  40. HEALTH CARE: The action taken, preventive and therapeutic. To provide for the physical and mental well-being of the detainee population. Health care may include medical services, dental services, mental health services, nursing, personal hygiene, dietary services, and environmental conditions at the facility.
  41. 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.
  42. 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.
  43. ICE HEALTH SERVICES CORPS (IHSC): The ICE Health Service Corps serves as the medical authority for ICE on a wide range of medical issues, including the agency's

- comprehensive detainee health care program.
44. IMMEDIATE RELATIVES: Spouses, children (including stepchildren and adopted children) and their spouses, parents (including stepparents), brothers and sisters (including stepbrothers and sisters and half-brothers and sisters) and their spouses.
  45. IMMIGRATION AND CUSTOMS ENFORCEMENT (ICE): A law enforcement agency within the U.S. Department of Homeland Security
  46. INCIDENT REPORT: A written document reporting an event, such as minor disturbances, officer misconduct, any detainee rule infraction, etc.
  47. JUVENILE DETAINEE: Any detainee under the age of eighteen (18) years.
  48. KEY PERSONNEL: Any one of the following positions employed by the Contractor; Facility Director, Assistant Facility Director, Supervisory Detention Officer (e.g. Shift Commander and Shift Supervisor), Chief of Security, Training Officers, Quality Assurance Manager, Corporate Security Officer.
  49. LIFE SAFETY CODE: A manual published by The National Fire Protection Association specifying minimum standards for fire safety necessary in the public interest.
  50. LOG BOOK: The official record of post operations and inspections.
  51. MAN-HOUR: Man-hour means productive hours when the required services are performed. Only productive hours can be billed and invoiced.
  52. MEDICAL RECORDS: Separate records of medical examinations and diagnoses maintained by the responsible physician or nurse. The following information from these records shall be transferred to the detainee record: date and time of all medical examinations; and, copies of standing or direct medical orders from the physician to the facility staff.
  53. MEDICAL SCREENING: A system of structured observation and/or initial health assessment to identify newly-arrived detainees who could pose a health or safety threat to themselves or others.
  54. MILEAGE RATE: A fully burdened rate inclusive of the mileage rate in accordance with General Service Administration Federal Travel Regulation, vehicle equipment, maintenance, and fuel costs.
  55. 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.
  56. 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.
  57. OFFICE OF PROFESSIONAL RESPONSIBILITY, PERSONNEL SECURITY UNIT (OPR-PSU): The ICE office which implements a component-wide personnel security program.
  58. ON-CALL/REMOTE CUSTODY OFFICER POST: Posts operated as requested by the COR, or other ICE officials designated by COR, and including, but not limited to, escorting and custody of detainees for hearings, ICE interviews, medical watches, and any other location requested by the COR.
  59. PAT-DOWN SEARCH: A quick patting of the detainee's outer clothing to determine the presence of contraband.
  60. PERFORMANCE WORK STATEMENT (PWS): That portion of the contract, which describes the services to be performed under the contract.
  61. POLICY: A definite written course or method of action, which guides and determines present and future decisions and actions.

62. POST ORDERS: Written orders that specify the duties of each position, hour-by-hour, and the procedures the post officer will follow in carrying out those duties.
63. PREVENTIVE MAINTENANCE: A system designed to enhance the longevity and/or usefulness of buildings and equipment in accordance with a planned schedule.
64. 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.
65. PRODUCTIVE HOURS: These are hours when the required services are performed and can be billed.
66. 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.
67. PROPOSAL: The written plan submitted by the Contractor for consideration by ICE in response to the Request for Proposal (RFP).
68. QUALIFIED HEALTH PROFESSIONAL: Physicians, dentists, and other professional and technical workers who by state law engage in activities that support, complement, or supplement the functions of physicians and/or dentists who are licensed, registered, or certified, as appropriate to their qualifications, to practice.
69. QUALITY ASSURANCE: The actions taken by the Government to assure requirements of the PWS are met.
70. QUALITY ASSURANCE SURVEILLANCE PLAN (QASP): A Government-produced document that is based on the premise that the Contractor, and not the Government, is responsible for the day-to-day operation of the facility and all the management and quality control actions required to meet the terms of the contract. The role of the Government in quality assurance is to ensure performance standards are achieved and maintained. The QASP (Section J, Attachment X, XA, and XB) validates that the Contractor is complying with ERO-mandated quality standards in operating, maintaining, and repairing detention facilities.
71. 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.
72. QUALITY CONTROL PLAN (QCP): A Contractor-produced document that addresses critical operational performance standards for services provided.
73. RECORD OF DECISION (ROD): A document that explains an agency's decision, describes the alternative the agency considered, and discusses the agency's plans for mitigation and monitoring, if necessary.
74. RELIEF FACTOR: Indicates how many persons it takes to fill a single job position for a single shift, taking into account vacation, sick leave, training days, and other types of leave.
75. RESPONSIBLE PHYSICIAN: A person licensed to practice medicine with whom the facility enters into a contractual agreement to plan for and provide health care services to the detainee population of the facility.
76. RESTRAINT EQUIPMENT: This includes but is not limited to: handcuffs, belly chains, leg irons, strait-jackets, flexi cuffs, soft (leather) cuffs, and leg weights.
77. SAFETY EQUIPMENT: This includes but is not limited to firefighting equipment, i.e., chemical extinguisher, hoses, nozzles, water supplies, alarm systems, portable breathing



- devices, gas masks, fans, first aid kits, stretchers, and emergency alarms.
78. **SALLYPORT**: An enclosure situated either in the perimeter wall or fence to the facility or within the interior of the facility, containing gates or doors at both ends, only one of which opens at a time. This method of entry and exit helps to ensure that there shall be no breach in the perimeter or interior security of the facility.
79. **SECURITY DEVICES**: Locks, gates, doors, bars, fences, screens, hardened ceilings, floors, walls, and barriers used to confine and control detainees. In addition, electronic monitoring equipment, security alarm systems, security light units, auxiliary power supply, and other equipment used to maintain facility security.
80. **SECURITY PERIMETER**: The outer portions of a facility, which provide for secure confinement of detainees.
81. **SECURITY RISK – HIGH, MEDIUM, LOW**:
- High-Risk Level** – (Level 3) Detainees exhibit behavioral problems, or manifest a pattern of such behavior, or have a history of violent and/or criminal activity. These detainees may not be co-mingled with low custody detainees.
- Medium-High-Risk Level** – (Level 2) Detainees exhibit minor behavioral problems or have a history of nonviolent criminal behavior. These detainees have a history of violent or assaultive charges, convictions, institutional misconduct, or those with gang affiliation.
- Medium-Low-Risk Level** – (Level 1.5) Detainees with no history of violent or assaultive charges or convictions, no institutional misconduct, and no gang affiliation.
- Low-Risk Level** – (Level 1) Detainees exhibit no behavioral problems and have no history of violent criminal behavior. This level may not include any detainee with a felony conviction that included an act of physical violence. Low risk level detainees may not be co-mingled with high custody detainees.
82. **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.
83. **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) (see Attachment X).
84. **SPECIAL MANAGEMENT UNIT (SMU)**: A housing unit for detainees in administrative or disciplinary segregation.
85. **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.
86. **SUITABILITY CHECK**: Security clearance process for Contractor and all Contractor Employees to determine favorable suitability to work on a Government contract.
87. **TOUR OF DUTY**: No more than 12 hours in any 24-hour period with a minimum of eight hours off between shifts, except as directed by state or local law.
88. **TRAINING**: An organized, planned, and evaluated activity designed to achieve specific learning objectives. Training may occur on site, at an academy of training center, at an institution of higher learning, through contract service, at professional meetings or through closely supervised on-the-job training. Meetings of professional associations are considered training when there is clear evidence of the above elements. All trainers must be certified, and certification shall be approved by the

COR or ICE-designee.

89. TRANSPORTATION COSTS: The cost of all materials, equipment, and labor necessary to respond to requests by designated officials for secure movement of detainees from place to place necessary for processing, hearings, interviews, etc.
90. TRAVEL COST: Cost inclusive of lodging and meals and incidental expenses (MI&E) for Transportation Officers exceeding the standard working hours. Contractor tour of duties will comply with all current federal, state, and local laws. This includes but is not limited to the Federal Motor Carrier Safety Administration, CFR 395.5 - Maximum driving time for passenger-carrying vehicles. Cost is based on actual charges per occurrence, not to exceed the allowable Federal Travel Regulation rates/costs in effect on the dates of travel.
91. WEAPONS: This includes but is not limited to firearms, ammunition, knives, slappers, billy clubs, electronic defense modules, chemical weapons (mace), and nightsticks.

## **II. PERFORMANCE WORK STATEMENT**

### **A. Objective**

The objective of this contract is to obtain comprehensive detention services at Port Isabel Detention Center.

### **B. Background and Mission**

The United States Department of Homeland Security (DHS), U.S. Immigration and Customs Enforcement (ICE) is responsible for the detention, health, welfare, transportation, and deportation of detainees in removal proceedings, and those subject to a final order of removal from the United States.

The mission of ICE Enforcement and Removal Operations (ERO) is to identify, arrest, and remove aliens, who present a danger to national security or are a risk to public safety, as well as those who enter the United States illegally or otherwise undermine the integrity of immigration laws and border control efforts.

In implementing its mission, ERO is responsible for carrying out all orders for the securing and departure activities of detainees who are designated in removal proceedings and for arranging for the detention of detainees when such becomes necessary and prescribed by law.

The ICE Port Isabel Detention Center (PIDC) is a 1,175 bed Government-owned/contractor operated facility located in Los Fresnos, TX. PIDC has a requirement for complete detention services.

### **C. Scope of Work**

The Contractor shall operate the government-owned detention facility, PIDC, to house detainees on a 24 hours per day, seven days per week, 365 days per year basis.

PIDC provides safe and secure conditions of confinement based on the individual characteristics of a diverse population, including: threats to the community, risk of flight, type and status of immigration proceeding, community ties, medical and mental health issues. The management of PIDC shall provide easy access to legal services; ample indoor and outdoor recreation that allows for vigorous aerobic exercise with extended hours of availability - a minimum of four hours per day of outdoor recreation; private showers and restrooms cafeteria style meal service or satellite feeding; institutional detainee clothing; non-contact and contact visitation, including special arrangements for visiting families, with extended hours including nights and weekends; private areas for attorney-client visits, with video teleconferencing capabilities; noise control; enhanced, but controlled freedom of movement (although the manner and degree of implementation may vary based on security levels); enhanced law library and legal resources; and enhanced programming, including religious services and **social programs** and dedicated space for religious services.

Detention services shall be performed in accordance with optimal level of the most current

version of the ICE Performance-Based National Detention Standards (PBNDS). As of 21JAN2021, the most current version of PBNDS is PBNDS 2011 with 2016 revisions. The current version is PBNDS 2011 and the 2016 revisions are available at [www.ice.gov/detention-standards/2011](http://www.ice.gov/detention-standards/2011). The contractor shall also abide by the March 7, 2014, DHS regulation under the Prison Rape Elimination Act of 2003 (PREA; P.L. 108-79), *Standards to Prevent, Detect, and Respond to Sexual Abuse and Assault in Confinement Facilities* (DHS PREA Standards) available at <https://www.ice.gov/detain/prea>.

**NOTE:** Where ICE PBNDS 2011 is referenced through this solicitation and its attachments, it shall be interpreted to designate ICE PBNDS 2011 with 2016 revisions.

The Contractor shall be responsible for obtaining and maintaining American Correctional Association (ACA) accreditation under the most current version of the Adult Local Detention Facilities (ALDF) Standards to include any supplement. Conformance with the ACA ALDF Standards is required on the first day of contract performance and accreditation shall be obtained within 12 months from contract award. If the facility is already accredited, reaccreditation shall occur as required by the ACA.

In cases where there is a conflict in standards, the most stringent shall apply. If the Contractor is unable to determine which standard is more stringent, the COR shall determine the appropriate standard.

The COR does not have the authority to modify the stated terms of the contract or approve any action that would result in additional charges to the Government beyond what is stated in the CLIN schedule. The CO shall make all modifications in writing.

The Contractor shall furnish all personnel, management, equipment, supplies, training, certification, and services necessary for performance of all aspects of the contract. Unless explicitly stated otherwise, the Contractor is responsible for all costs associated with and incurred as part of providing the services outlined in this contract.

DHS, ICE, federal entities, and third-party inspectors will conduct periodic and unscheduled audits and inspections of contract performance and the facility to ensure contract compliance. All inspectors shall have full access to the facility at all times and in all areas of performance. The Contractor shall provide full and complete cooperation for any request or investigation conducted by the Government.

Detainees are classified as High (Level 3), Medium High (Level 2), Medium Low (Level 1.5) or Low Risk (Level 1). Upon discovery that a detainee may be a juvenile, the Contractor shall immediately notify the COR or ICE-designee and follow the instructions of the COR or ICE-designee.

The Contractor shall not add any non-ICE detainee population to the facility from any other entity without the expressed prior written approval of the CO and/or ICE-designee.

The Contractor agrees to accept and provide for the secure custody, care, and safekeeping of

detainees in accordance with the State and local laws, standards, policies, procedures for firearms requirements, or court orders applicable to the operations of the facility.

## **D. Facilities**

### **1. Business Permits and Licenses**

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

### **2. ICE Information Technology (IT) Equipment**

ICE will provide and install IT equipment in office spaces for ICE personnel only, to include CPUs, screens, printers, and fax machines. See Attachment X Administrative Consumables.

### **3. Parking Spaces at the PIDC:**

The Government shall provide hard surface (concrete) parking for all ICE employees, the Contractor and visitors at no additional cost.

The Contractor shall enforce facility parking permit policies and procedures. The contractor will be responsible to provide and issue facility parking permits to all contract staff. Parking permits must be ICE approved prior to implementation. The contractor will implement procedures to provide accountability of for all issued parking permits.

The contractor shall maintain a separate electronic and hard file of all issued permits. The Contractor must retrieve all parking permits from employees no longer employed at the facility.

## **E. Armed Transportation Services:**

1. The Contractor shall provide all such ground transportation services as may be required to transport detainees securely, in a timely manner, to locations as directed by the COR or designated ICE official, including the transportation of detainees to various appointments. Regular transportation to key sites shall be provided as necessary and additional transportation requirements as requested by the COR or designated ICE official. When officers are not providing transportation services, the Contractor shall assign the employees to supplement security duties within the facility. However, the primary function of these officers is transportation. Duties performed by these officers shall not incur any additional expenses to the Government.

The Contractor shall assign, at a minimum, two-person teams of transportation officers whenever necessary throughout a 24-hour period, 7 days a week, including weekends and holidays. When transporting detainees of the opposite gender, assigned transportation staff shall call in their time of departure and odometer reading; and then do so again upon arrival, to account for their time. Except in emergency situations, a single transportation staff member 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 assigned transportation staff member of the same gender as the detainee(s) must be present.

2. The Contractor shall furnish suitable vehicles in good condition, approved by the Government and in-line with the PBNDS 2011 requirements, to safely provide the required transportation services per facility as listed below. The Contractor shall comply with all federal and state laws with regard to inspections, licensing, and registration for all vehicles used for transportation.

Nothing in this contract shall restrict the Contractor from acquiring additional vehicles as deemed necessary by the Contractor at no cost to the Government. The Contractor shall not allow employees to use their privately-owned vehicles to transport detainees. The Contractor shall furnish vehicles equipped with interior security features in accordance with PBNDS 2011. The Contractor shall provide the interior security specification of the vehicles to ICE for review and approval prior to installation. Vehicles furnished by the Contractor shall be equipped with interior security features such as, but not limited to: door lock controls, window locks, a wire cage with acrylic panel between the driver seat and the rear passenger seats and provide physical separation of detainees from Detention Officers.

3. If ICE authorizes the Contractor to use Government furnished vehicles, the following requirements apply to this agreement.
  - a) The Government will provide the Contractor with Government Vehicles and Government Fleet Cards (for the purchase of fuel) for the purpose of transporting detainees to and from ICE designated facilities (see Route List or Analysis), or alternative transportation sites, in support of ERO transportation needs under this agreement. The vehicles assigned for this purpose will remain the property of the Federal Government, and all costs associated with the operation and use of the vehicles, such as, but not limited to, vehicle maintenance and fuel, will be covered through the Government's Fleet Management Program.
  - b) The Contractor agrees to be responsible for reimbursement to ICE for any damages sustained by the vehicles as a result of any act or omission on the part of the Contractor, its employees and or persons acting on behalf of the Contractor. The Contractor shall be responsible to promptly report any accidents or damage to the Government Vehicles in accordance with the ICE Management Directives listed below and any other ICE policies that pertain to reporting such damage. The Contractor agrees to fully cooperate and assist ICE in making any claims against a third party at fault for causing the property damage to the Government Vehicles.

- c) In addition, the Contractor agrees to hold harmless, indemnify, and assume financial responsibility for any claims or litigations filed by persons sustaining personal injuries or property damage for incidents or accidents caused by the negligent acts or omissions of the Contractor, agents, or other persons acting on behalf of the Contractor. The Contractor agrees to fully cooperate and assist ICE in the defense of any claims made against ICE, and in the event of a settlement or judgment entered against ICE for the negligent acts or omissions of the Contractor employees or agents, the Contractor agrees to reimburse ICE for said settlement or adverse judgment.
  - d) In order for ICE to maintain accurate fleet records of the transportation services, the Contractor officers utilizing the vehicles shall complete specific documentation that will be provided by ICE, to record the times of vehicle usage for proper hourly guard reimbursement, and to record the inspection of the vehicles for damage each time the vehicles are used.
  - e) The COR will provide forms to the Contractor to request and authorize routine maintenance of vehicles.
  - f) The Contractor shall be responsible for any costs or expenses associated with the return of the vehicles, to include, towing charges, title replacement fees, or licensing expenses made necessary by the loss of any paperwork associated with the vehicles.
4. The Contractor personnel provided for transportation services shall be of the same qualifications, receive the same training, complete the same security clearances, and wear the same uniforms as those Contractor personnel provided in the other areas of this contract. Transportation officers shall have the required state licenses for commercial drivers with the proper endorsement limited to vehicles with Automatic Transmission and meet the federal and state licensing requirements.
5. All transportation Detention Officers shall be armed in the performance of these duties. The Contractor shall supply and maintain restraining equipment, per PBNDS 2011 Standard 1.3 "Transportation (by Land)." ICE personnel reserve the right to approve such restraining equipment, as well as the right to inspect such restraining equipment.
6. The Contractor shall comply with ICE transportation standards related to the number of hours the Contractor employee may operate a vehicle. Overnight lodging resulting from transportation services shall be approved in advance by the COR or designated ICE official; overnight lodging expenses shall be billed at rates not to exceed the applicable GSA per diem rates. Transportation shall be accomplished in the most economical manner and in accordance with the applicable GSA per diem rates.
7. The Contractor shall, upon order of the COR, or upon his or her own decision in an urgent medical situation, transport a detainee to a hospital location. An officer, or officers, shall keep the detainee under constant supervision 24 hours per day until the detainee is ordered released from the hospital, or at the order of the COR. The Contractor shall then transport the detainee to the detention site.

8. The COR may direct the Contractor to transport detainees to unspecified, miscellaneous locations, within a 250-mile radius of the facility.
9. When the COR or ICE-designated official provides documents to the Contractor concerning the detainee(s) to be transported and/or escorted, the Contractor shall deliver these documents only to the named authorized recipients or his or her designee. The Contractor shall ensure the material is kept confidential and not viewed by any person other than the authorized recipient.
10. The Contractor shall establish a fully operational communication system compatible with ICE communication equipment [Motorola APX 8000 radios] that has direct and immediate contact with all transportation vehicles and post assignments. Upon demand, the COR shall be provided with the current status of all vehicles and post assignment employees.
11. Failure of the Contractor to comply fully with the detainee(s) departure as pre-scheduled may result in the Contractor having deductions made for non-performance.
12. ICE anticipates normal transportation requirements other than hospital visits and local needs. In addition to unspecified or miscellaneous locations, the contract facility must support transportation to and from locations as directed by ICE COR or designee. All transportation reports must be submitted to the COR within two business days of trip completion.

*See PWS Attachment X [Transportation] for specific requirements.*

13. Monthly Status Report: The report will include at a minimum the information required for each G-391 for every trip as indicated in the G-391 Upload Template attachment (see Attachment X and X). A breakdown of hours and personnel will also be provided and divided into Transportation Guard Hours and Stationary Guard Hours. This breakdown will be provided on a monthly basis in the contractor's format along with the G-391 Upload Template and emailed to the COR. A breakdown of vehicles used (year, model, and capacity) will also be required if the contractor is using contractor owned vehicles. This information will be available electronically to government users and submitted in addition to the invoice each month. The Government reserves the right to update Attachment X G-391 Upload Template or to provide an updated means of uploading transportation data to fix issues, expand capabilities, and improve performance of the worksheet.

## **F. On-Call Stationary Guard Services**

1. The Contractor shall provide on call guard services as requested by the COR or ICE-designated official and shall include, but is not limited to, escorting and guarding detainees to medical or doctor appointments; hearings; ICE interviews; and any other remote location requested by the COR or designated ICE official. Qualified guard personnel employed by the Contractor under its policies, procedures, and practices will perform such services. The Contractor agrees to augment such practices as may be requested by ICE to enhance specific requirements for security, detainee monitoring,



visitation, and contraband control. Upon the order of the COR or designated ICE official or in an emergency, the contractor shall provide an officer to safeguard the detainee(s) at a medical facility while undergoing medical examination or treatment as either inpatient or outpatient care. Such assignments may include but are not restricted to medical appointments of detainees. The detainee shall be kept under constant supervision. Public contact is prohibited unless authorized in advance by the COR.

2. The numbers and frequency of these services shall vary, but to the extent possible, the COR or ICE-designated official shall notify the contractor two hours in advance of such need and of a schedule for the remote post to be manned. One guard shall be authorized for such post unless the COR specifies additional guards are required.
3. The following notes are applicable to the above posts:
  - a) All on call posts require at least one guard that is of the same sex as the detainee.
  - b) Additional officers for each post assignment may be required at the direction of the COR when operationally necessary.
  - c) All necessary meals shall be provided by the contractor when the detainees(s) are in the custody of the contractor.
  - d) COR shall guarantee a minimum of two hours for each on call post directed.
  - e) The contractor remains responsible for providing security and preventing escapes.

The itemized monthly invoice for such on call guard services shall state the number of hours being billed, the duration of the billing (times and dates to include travel to and from location being guarded) and the names and "A" numbers of the detainees who were guarded. Such services shall be denoted as a separate item on submitted invoices. ICE agrees to reimburse the Contractor for actual on call guard services provided at the negotiated rate.

### **III. GENERAL**

#### **A. Notification and Public Disclosures**

There shall be no public disclosures regarding this contract made by the Contractor (or any subcontractors) without review and approval of such disclosure by ICE Public Affairs and express permission granted by the ICE Contracting Officer. This includes social media posts in official uniform or official title. The Government considers such information privileged or confidential.

#### **B. Records**

All records related to contract performance shall be retained in a retrievable format for three (3) years. Except as otherwise expressly provided in this PWS, the Contractor shall, upon

completion or termination of the resulting contract, transmit to the Government any records related to performance of the contract, in a format acceptable to the CO and COR.

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

The Contractor shall notify the COR when a member of the United States Congress or any media outlet requests information or makes a request to visit the facility. All such visits shall be in compliance with PBNDS 2011, Standard 7.2 "Interviews and Tours." The Contractor shall coordinate all public information related issues with the CO. All press statements and releases shall be cleared, in advance, with the ICE Office of Public Affairs, which can be reached through the Internet website: <http://www.ice.gov/about/news/contact.htm>.

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

All detainee files are to be prepared, maintained, retired, and disposed of in accordance with ICE policy. Policy and procedures shall be developed to ensure the confidentiality and security of all detainee files. The Contractor shall be responsible for detainee record keeping services and personal property. See Section J, Attachment X, Personal Property Operations Handbook.

The Contractor shall safeguard all records related to the operation of the facility.

Except as provided below in the below paragraph, all records acquired or generated by the contractor in the contracting process or its performance of this contract or as a result of this contract, including records classified as Privacy Act systems of records, are federal records under the control of ICE and all determinations regarding the disclosure of this information will be made by ICE in accordance with applicable federal laws, regulations, policies, and executive orders or as ordered by a court. Insofar as any documents created by the contractor contain any information related to one or more ICE detainees, these records shall be the property of the ICE and all determinations regarding the disclosure of this information will be made by ICE in accordance with applicable federal laws, regulations, policies, and executive orders or as ordered by a court. To the extent the contractor intends to release the contract or any information relating to the contract, the contractor agrees to coordinate with the ICE Contracting Officer and obtain ICE concurrence prior to any such release. ICE will comply with the provisions set forth in 6 C.F.R §5.7 "Confidential Commercial Information," as applicable, in the event ICE intends to release the contract documents or any information relating to this contract, including section (e) "Opportunity

to Object to Disclosure”.

Contractor-owned records are considered the property of the contractor and are not within the scope of the paragraph above. Contractor-owned records include the following: (1) contractor’s employment-related records, (2) contractor’s patents, copyright, and trademark applications, where the contractor has elected rights or has permission to assert rights and has not relinquished such rights or turned such rights over to the Government, (3) contractor’s non-public financial records not related to the performance of this contract, and (4) contractor’s records that are not related to performance of this contract.

All records acquired or generated by the contractor related to this contract and in possession of the contractor, including those described in the two paragraphs above, shall be subject to inspection, copying, and audit by the Government or its designees at all reasonable times, and the Contractor shall afford the Government or its designees reasonable facilities for such inspection, copying, and audit; provided, however, that upon request by the Contracting Officer, the contractor shall deliver such records to a location specified by the Contracting Officer for inspection, copying, and audit. The Government or its designees shall use such records in accordance with applicable federal laws (including the Privacy Act), as appropriate.

This section applies to all records created, received and maintained by the contractor without regard to the date of origination of such records, including all records acquired from a predecessor contractor or predecessor contract or IGSA. The requirements of this section shall flow down to any and all subcontractors of the contractor in performance of this contract.

### **C. Hold Harmless**

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

In awarding the contract, the Government does not assume any liability to third parties, nor will the Government reimburse the Contractor for its liabilities to third parties, with respect to loss due to death, bodily injury, or damage to property resulting in any way from the performance of the contract or any subcontract under this contract.

The Contractor shall be responsible for all litigation, including the cost of litigation, brought against it, its employees, or agents for alleged acts or omissions. The CO shall be notified in writing of all litigation pertaining to this contract and provided copies of any pleadings filed or said litigation within five (5) working days of receipt. The Contractor shall cooperate

with Government legal staff and/or the United States Attorney regarding any requests pertaining to federal or Contractor litigation.

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

#### **D. Quality Control**

The Contractor is responsible for management and quality control actions necessary to meet the quality standards set forth in the contract. The Contractor shall provide a Quality Control Plan (QCP) to the CO for concurrence not later than the post award conference (or as directed by the CO). The CO will notify the Contractor of concurrence or required modifications to the plan before the contract start date. The Contractor must make appropriate modifications and obtain concurrence of the plan by the CO before the contract start date. The Contractor shall provide an overall QCP that addresses critical operational performance standards for the services required under this contract. The QCP shall ensure that services will be maintained at a uniform and acceptable level. At a minimum, the Contractor shall review and update the QCP policies and procedures on an annual basis. The Contractor shall audit facility operations monthly for compliance with the QCP. The Contractor shall notify the Government 48 hours in advance of the audit to ensure the COR is available to participate. The Contractor's QCP shall identify deficiencies, appropriate corrective action(s), and timely implementation plan(s) to the COR.

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

#### **E. Quality Assurance Surveillance Plan (QASP)**

ICE has developed a Quality Assurance Surveillance Plan (QASP), incorporated in Section J, Attachment X, XA, and XB, pursuant to the requirements of the PWS. It will present the financial values and mechanisms for applying adjustments to the Contractor's invoices as dictated by work performance measured to the desired level of accomplishment.

1. The purpose of the QASP is to:
  - a) Define the roles and responsibilities of participating Government officials.
  - b) Define the types of work to be performed.
  - c) Describe the evaluation methods that will be employed by the Government in assessing the Contractor's performance.
  - d) Describe the process of performance documentation.
2. Roles and Responsibilities of Participating Government Officials

- a) The COR(s) will be responsible for monitoring, assessing, recording, and reporting on the technical performance of the Contractor on a day-to-day basis. The COR(s) will have primary responsibility for completing “Quality Assurance Surveillance Forms” to document their inspection and evaluation of the Contractor’s work performance.
- b) The Contracting Officer (CO) or designee has overall responsibility for evaluating the Contractor’s performance in areas of contract compliance, contract administration, cost and property control. The CO shall review the COR’s evaluation of the Contractor’s performance and invoices. If applicable, deductions or withholdings will be assessed in accordance with the evaluation of the Contractor’s performance, e.g., monetary adjustments for inadequate performance.

#### **F. Contractor’s Failure to Perform Required Services**

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

#### **G. Inspection by Regulatory Agencies**

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

#### **H. Performance Evaluation Meetings**

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

### **IV. PERSONNEL AND STAFFING**

**GENERAL:** The United States Immigration and Customs Enforcement (ICE) has determined that performance of the tasks as described in this contract agreement requires that the Contractor, subcontractor(s), vendor(s), etc. (herein known as Contractor) have access to sensitive DHS information. The Contractor shall at all times comply with and adhere to the requirements and provisions of Section H.X of this Request for Proposal “SECURITY REQUIREMENTS - REQUIRED SECURITY LANGUAGE FOR SENSITIVE /BUT UNCLASSIFIED (SBU) CONTRACT DETENTION FACILITY”.

#### **A. Employment Eligibility**

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

Screening criteria under DHS Instruction 121-01-007-01, Revision 01 (Personnel Security, Suitability and Fitness Program), or successor thereto, that may exclude contractor employees from consideration to perform under this agreement includes:

- Misconduct or negligence in employment;
- Criminal or dishonest conduct;
- Material, intentional false statement or deception of fraud in examination or appointment;
- Refusal to furnish testimony as required by 5 CFR § 5.4 (i.e., a refusal to provide testimony to the Merit Systems Protection Board or the Office of Special Counsel);
- Illegal use of narcotics, drugs, or other controlled substances without evidence of substantial rehabilitation.
- Alcohol abuse, without evidence of substantial rehabilitation, of a nature and duration that 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 the applicant or appointee or others;
- Illegal use of narcotics, drugs, or other controlled substances, without evidence of substantial rehabilitation;
- Knowing and willful engagement in acts or activities designed to overthrow the U.S. Government by force;
- Any statutory or regulatory bar which prevents the lawful employment of the person involved in the position in question (for Excepted Service employees); and
- Any other nondiscriminatory reason that an individual's employment (or work on a contract) would not protect the integrity of promote the efficiency of the service.

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.

## **B. Facility Staffing Plan, Floor Plan and Key Personnel**

The Contractor shall provide a staffing plan that addresses at a minimum the staffing requirements and key personnel to be employed in connection with this contract as outlined in the PWS. The Contractor shall staff the post positions in accordance with the Contractor-submitted and Government-acknowledged Contractor Staffing Plan to include relief factors and the agreed upon detainee schedule. The number, type, and distribution of staff as described in the contract-staffing plan shall be maintained throughout the term of the

contract. Written requests to change the number, type, and/or distribution of staff described in the staffing plan must be submitted to the CO, through the COR, for approval prior to implementation. Staffing levels shall not fall below a monthly average of 85% for custody staff, 80% for health services, and 85% for all other departments of the total ICE-approved staffing plan. The approved staffing levels for detention/correctional officers (custody staff) shall not fall below a monthly average of 85%. Staffing levels for all other departments other than custody and health services will be calculated in the aggregate. If the contractor does not provide health services, the health services staffing level does not apply.

Each month, the Contractor shall submit to the COR the current average monthly vacancy rate and indicate any individual positions that have been vacant more than 60 days. Failure to fill any individual position within 60 days of the vacancy may result in a deduction by the CO from the monthly invoice if the vacancy in combination with other vacancies regardless of duration brings staffing levels below 85% for custody staff, 80% for health services, and 85% for all other departments.

In assessing deductions as defined in the Performance Requirement Summary (PRS), ICE shall also consider costs associated with overtime used to cover vacant positions. No deduction shall apply during any period the Contractor documents that a vacant position was covered through the use of overtime, contract staff or otherwise. Each month, the Contractor shall submit to the COR any Key Personnel that will be absent from the facility for over five working days. If the Key Personnel will be absent for over five working days and the contractor will not provide an “acting” position to backfill that Key Personnel position during the absence, the CO has the right to make a deduction based on the daily salary and benefits of the absent Key Personnel position.

## **1. Minimum Staffing Requirements**

Exclusive of the agreed upon ramp periods, the Contractor shall fully staff the facility to secure, control, and supervise detainees in custody regardless of the detainee population. The Contractor shall ensure daily Detention Officer Assignment rosters, by shift, for the duration of the contract. The assignment rosters shall indicate the number of staff, job titles, names, hours, and days of work for each post. The daily roster shall be posted 24 hours in advance. Shift rosters must be provided to the COR on a daily basis.

## **2. Supervisory Staffing**

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

In the absence of the approved Facility Director, another qualified person who meets the Facility Director position and security clearance requirements shall temporarily fill that position. This individual shall perform only job duties of the Facility Director in providing oversight and direction to contract Detention Officers and interfacing with ICE

CORs and/or designated ICE Officers and the Contracting Officer on all contract-related matters.

### 3. Key Personnel

The Contracting Officer shall provide written approval before any employee is assigned as key personnel to perform duties under this contract. The Contractor shall have key personnel employed and available for duty before the Contractor can begin contract performance. Any subsequent changes to key personnel must meet these criteria and be approved in writing by the Contracting Officer. The following are considered key personnel for the contract. The Contractor may use other titles.

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



- e) **Training Officers.** Certified instructors shall conduct all instruction and testing of Contractor personnel. A state or national level recognized institution certification of instructors is mandatory unless otherwise approved in writing by the COR. Certification of instructors may be established by documentation of past experience in teaching positions or by successful completion of a course of training for qualifying personnel as instructors. The COR must approve the instructor prior to any training.
- f) **Quality Assurance Manager.** The Quality Assurance Manager shall hold an accredited bachelor's degree in an appropriate discipline or have a minimum of three years of related industry experience, and have knowledge of program objectives, policies, procedures, and requirements for managing a secure detention/correctional facility.
- g) **Corporate Security Officer:** See Section H.2; Sub-section 1.2.7 of this Request for Proposal

#### **4. Facility Floor Plan and Guard Post Map**

The Government shall provide a facility floor plan of the Port Isabel Detention Center. In turn, the Contractor shall provide a facility floor plan which clearly identifies all recommended detention guard posts and corresponding guard shift requirements (e.g. 24/7, 8 hours M – F, weekend-only, etc.). The floor plan shall be submitted with the facility staffing plan and shall be approved by the COR prior to commencement of services under this contract. Changes to the guard posts or shift requirements shall be approved by the COR.

#### **5. Organizational Chart**

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

#### **C. Health Requirements for All Detention Officers**

The Contractor is solely responsible for ensuring employees are able to perform essential functions described within this contract, with reasonable accommodation, if applicable. All Officers who work under this contract shall pass a medical examination conducted by a licensed physician within 30 days prior to initial assignment.

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

## **D. Employee Health and Health Records**

<https://www.osha.gov/law-regs.html>

<https://www.osha.gov/Publications/QandA/osha3160.html>

Employee health files for all Contractor employees must be maintained on-site, in a locked cabinet by the IHSC Health Services Administrator or other contractor's designee. Health files are maintained in accordance with DHS and ICE Privacy Policies and the Privacy Act of 1974 and contain the following documents:

1. Initial and annual TB infection screening results;
2. Vaccination records including results, titers, and Immunization Declination Form(s);
3. OSHA Form 301 (Log of Work-Related Injuries and Illnesses);
4. Blood borne pathogen exposure documentation;
5. Respirator medical clearance;
6. Respirator fit test results; and
7. Other employee health documents.

The Contractor may initiate employment of an individual who has initiated the required vaccines schedule, and the individual hired may begin work on the contract as long as they meet all subsequent vaccine schedule requirements until fully vaccinated.

All Contractor personnel must provide documentation regarding the following:

1. History of testing for tuberculosis (TB) within the last 12 months:
  - a) Chest x-ray if employee has a history of latent TB infection (LTBI), treatment history for LTBI or TB disease, if applicable; and
  - b) Additionally, on an annual basis and at own expense, the Contractor shall provide a current Tuberculin Skin Test (TST) or Interferon-Gamma Release Assays (IGRA) test result if the employee previously tested negative for LTBI, evaluation for TB symptoms if the employee previously tested positive for LTBI and follow up as appropriate in accordance with Centers for Disease Control and Prevention (CDC) guidelines.
2. Recommended Immunizations

Individuals employed by the Contractor in a custody or detention environment are at significant risk for acquiring or transmitting Hepatitis B, measles, mumps, rubella, varicella and seasonal influenza. These diseases are vaccine-preventable. Therefore, the following vaccinations are highly recommended for the Contractor's personnel. If staff decline or refuse any of these recommended vaccines, an Immunization Declination Form is required and the Contracting Officer Representative must be notified of the refusal. ICE reserves the right to refuse Contractor employees that refuse vaccines.

- a) Hepatitis A (HEPA);

b) Hepatitis B (HEPB);

(Note: The U.S. Occupational Safety and Health Administration (OSHA) Blood-borne Pathogens (BBP) Standard requires employers to provide employees at risk of occupational exposure to blood and other potentially infectious material (OPIM) with the Hepatitis B vaccination series. Refer to OSHA regulations

[https://www.osha.gov/OshDoc/data\\_BloodborneFacts/bbfact05.html](https://www.osha.gov/OshDoc/data_BloodborneFacts/bbfact05.html)

- c) Varicella (VAR);
- d) Measles, Mumps, Rubella (MMR);
- e) Tetanus, Diphtheria, Pertussis (TDAP); and
- f) Annual seasonal influenza.
- g) COVID-19

The Contractor's personnel will provide immunization documentation or titer results to the Health Services Administrator or the employer's designee for placement in the employee health file. It is recommended that the CDC's Immunization of Health- Care Workers: Recommendations of the Advisory Committee on Immunization Practices (ACIP) and the Hospital Infection Control Practices Advisory Committee (HICPAC) be used as a reference for employee health immunization issues.

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

1. Officers shall not have diseases that may be transmitted to and result in the disablement of other persons and shall be physically and mentally able to perform the essential functions of their position, either with or without reasonable accommodation, and without creating a significant risk of substantial harm to the health or safety of that Officer or others, which risk cannot be eliminated or reduced by a reasonable accommodation.
2. Detention Officers are required to have the following: (a) correctable distant vision must be equal to or better than 20/20 in each eye; (b) binocular distant vision must be correctable to 20/20; (c) monocular vision is generally disqualifying; depth perception must be equal to or better than 70 seconds of arc; (d) peripheral vision must be normal; (e) color vision must be normal. Acceptable measure of color discrimination is the Ishihara color (14 plates). X chrome lenses are not acceptable to ICE as a means of correcting color deficiencies. Any disease or condition, which interferes with a person's vision, may be considered disqualifying. Cases will be reviewed on a case-by-case basis by the COR.
3. Detention Officers are required to be able to hear in the frequency range from 500-2000 hertz (Hz), the deficit should not exceed 30 decibels in either ear. At 3000 Hz, the

deficit should not exceed 40 decibels in either ear. Any disease or condition, which interferes with the ability to hear, may be considered disqualifying. Cases will be reviewed on a case-by-case basis by the COR.

4. Detention Officers shall not have heart, lung, skeletal, or other physical defects that would impair their ability to perform effectively in either normal or emergency situations.
5. Detention Officers shall possess unimpaired use of hands, arms, legs, and feet. Detention Officers shall be able to run when necessary and be capable of handling portable fire extinguishers, building fire hoses, and related equipment.
6. Detention Officers shall be able to wear all necessary equipment, or other protective items.
7. Officers shall be mentally alert and emotionally stable with an absence of detectable neurotic or psychoneurotic conditions that would affect their ability to act during a stressful situation involving mental stress.
8. As required by the Occupational Safety and Health Administration, 29 CFR, Part 1910.1035 (Occupational Exposure to Tuberculosis), all employees in occupations with high-risk exposure are required to have a TB Skin Test completed annually. The Contractor shall accomplish a baseline test on all newly hired employees. Each employee must have a TB Skin Test Certificate prior to entering on his/her first day of duty. The Contractor shall be responsible for re-testing of employees annually.
9. The Contractor shall report immediately any changes to (1) through (8) above, in a Detention Officer's health status to the COR. If the COR determines that Contractor employees do not meet minimum health standards, the Contractor's employee must undergo a "Fitness for Duty" examination at no cost to the Government.

#### **E. Random Drug Testing**

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

#### **F. Contraband Program and Inspection**

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

The Contractor's employees are subject to random contraband inspection in accordance with facility standards and policies. ICE may require contraband screening and inspection for cause at any time. Upon notification of a violation by the COR, the Contractor shall

immediately remove the employee from performing duties under this contract. The Contractor shall revoke employees' credentials, complete required disposition, and immediately notify the COR when the employee is removed from duty.

#### **G. Contractor's Employee Rules**

The Contractor shall provide employee rules or policies, which, at a minimum, address the following:

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

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

#### **H. Minimum Standards of Employee Conduct**

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

1. Employees shall not display favoritism or preferential treatment to one detainee, or group of detainees, over another.
2. Employees shall not discuss or disclose information from detainee files or immigration cases, except when necessary in the performance of duties under this contract.
3. The employee may not interact with any detainee except in a relationship that supports the approved goals of the facility. Specifically, employees shall not receive nor accept any personal (tangible or intangible) gift, favor, or service, from any detainee, any detainee's family, or associate no matter how trivial the gift, favor, or service may seem, for themselves or any members of their family. In addition, the employee shall not give any gift, favor, or service to detainees, detainee's family, or associates.
4. The employee shall not enter into any business relationship with detainees or their families (e.g., selling, buying, or trading personal property).

5. The employee shall not have any outside or social contact with any detainee, his or her family, or associates, except for those activities which are part of the facility program and a part of the employee's job description.
6. All employees are required to immediately report to the Facility Director or ICE Supervisor any criminal or non-criminal violation or attempted violation of these standards.
7. The Contractor shall report all violations or attempted violations of the standards of conduct or any criminal activity immediately to the COR. Violations may result in employee removal from the facility. Failure on the part of the Contractor either to report a known violation or to take appropriate disciplinary action against an offending employee or employees shall subject the Contractor to appropriate action including possible termination of the contract for default.
8. The Contractor shall not employ any person whose employment would present an actual or apparent conflict of interest. The Contractor is specifically prohibited from hiring active duty military personnel and civilians employed by the Government to perform work under this contract.

#### **I. Minimum Personnel Qualification Standards**

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

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

1. All employees shall be a minimum of 18 years of age.
2. Employees shall have at least one year of general experience that demonstrates the following:
  - a) The ability to greet and deal tactfully with the general public;
  - b) Capability of understanding and applying written and verbal orders, rules, and regulations. All personnel shall be literate and be able to interpret printed rules and regulations, detailed written orders, training instructions and materials, and must be able to compose reports;
  - c) Good judgment, courage, alertness, an even temperament, and render satisfactory performance through knowledge of his/her position responsibilities;
  - d) Ability to maintain poise and self-control during situations that involve mental stress, such as fires, explosions, civil disturbances, and building evacuations.

3. All employees on this contract must maintain current/physical residency in the continental United States.

## **J. Removal from Duty**

If the COR or the Contractor receives and confirms disqualifying information concerning a Contractor employee, the Contractor shall, upon notification by the COR, immediately remove the employee from performing duties under this contract. The Contractor shall revoke the employee's identification credentials and complete any required dispositions. The Contractor shall immediately notify the COR when the employee is removed from duty. Disqualifying information includes but is not limited to the following:

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

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

1. Violation of the Rules and Regulations Governing Detention facilities set forth in ICE Publications entitled "Detention Officer Handbook (Attachment X);"
2. Violation of the Rules and Regulations Governing Public Buildings and Grounds, 41 CFR 101-20.3;
3. Neglect of duty, including sleeping while on duty, loafing, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during official time, leaving post without relief, and refusing to render assistance or cooperation in upholding the integrity of the security program at the work sites;
4. Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records;
5. Theft, vandalism, immoral conduct, or any other criminal actions;

6. Possessing, selling, consuming, or being under the influence of intoxicants, drugs, contraband, or substances which produce similar effects;
7. Unethical or improper use of official authority or credentials;
8. Unauthorized use of communication equipment or government property;
9. Misuse of equipment or weapons;
10. Violations of security procedures or regulations;
11. Recurring tardiness;
12. Undue fraternization with detainees as determined by the COR;
13. Repeated failure to comply with visitor procedures as determined by the COR;
14. Performance, as determined by investigation by the Contracting Officer, involving acquiescence, negligence, misconduct, lack of diligence, good judgment, and/or good common sense resulting in, or contributing to, a detainee escape;
15. Failure to maintain acceptable levels of proficiency or to fulfill training requirements;
16. Changes in an employee's ability to meet the physical and/or mental health requirements of this contract;
17. Contractor employee who is under investigation by any law enforcement agency will be removed from duties pending outcome of the disposition.

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

#### **K. Tour of Duty Restrictions**

The Contractor shall not utilize any uniformed contractor employee to perform duties under this contract for more than 12 hours in any 24-hour period and shall ensure that such employees have a minimum of eight hours off between shifts. Authorization is required from the COR prior to an employee performing services that exceed 12 hours; provided, however, the Contractor may utilize uniformed employees to perform duties under this contract for up to 16 hours in any 24-hour period in the event of an emergency or other non-routine circumstances. If an employee is performing other duties for either the Contractor or another employer, those hours shall count against the 12-hour or 16-hour limitation.

#### **L. Dual Positions**

In the event that a supervisory detention officer is not available for duty the Contractor shall provide a full-time supervisor as a replacement. A contract employee shall not hold the position of Detention Officer and Supervisory Detention Officer simultaneously. The COR will document and refer to the Contracting Officer the failure of the Contractor to provide necessary personnel to cover positions.

#### **M. Post Relief**

As indicated in the post orders, the Detention Officer shall not leave his or her post until relieved by another Detention Officer. The Contractor or Contractor's Supervisors authorize



rest or relief periods, the Contractor shall assign undesignated officers to perform the duties of the Detention Officers on break.

## **N. Personnel Files**

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

## **O. Uniform Requirements**

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

### **1. Uniforms**

The Contractor shall provide uniforms to its employees. The design and color of the Contractor's uniforms, patches, badges, and other identifiable markings shall not be similar in color or style to those worn by ICE officers. All officers performing under this contract shall wear uniforms of the same style and color while on duty. The rank of authority must be prominently displayed as part of each uniform. A shoulder patch should distinctly identify the Contractor. Uniforms and equipment do not have to be new but shall be in good condition and meet the standards at start of duty. Officers not in proper uniform shall be considered "not ready for duty/not on duty" until properly uniformed. All uniforms shall be clean, neat, and in good order. Uniforms that are frayed, stained, faded, or considered too worn by the COR shall be replaced by the Contractor.

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

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

### **2. Identification Credentials**

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

- a) A photograph that is at least one-inch square that shows the full face and shoulders of the employee and is no more than 30 days old when the Contractor issues the credential.

- b) A printed document that contains personal data and description consisting of the employee's name, gender, birth date, height, and eye color, as well as the date of issuance, the signature of the employee, and the signature of project manager or designated Contractor personnel.
- c) To avoid the appearance of having Government issued badges, the contractor shall not possess wallet type badges or credentials. All credentials shall be approved by the COR or other ICE designated official.

## **P. Permits and Licenses**

### **1. Licensing of Employees**

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

### **2. Jurisdiction**

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

## **Q. Encroachment**

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

## **R. Work Schedules**

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

### **1. Post Work Schedules**

One week in advance, the Contractor shall prepare supervisory and Detention Officer work schedules, for a two-week period, and shall post them in work areas or locker rooms. A manpower report shall be submitted to the COR on a monthly basis. Schedules shall be prepared on a form designated by ICE. Changes in duty hours shall also be posted on this form in sufficient time to ensure 24-hour advance notice. At the completion of each shift, the Contractor shall, upon request of the COR, also provide an employment report listing (copies of the sign-in sheets [GSA Form 139, Record of Arrival and Departure from Buildings during Security Hours] for each shift) for each employee who actually worked, work classification, post assignments, and hours worked, as well as total hours worked by supervisory and non-supervisory employees. A

Contractor Supervisor shall conduct regular post checks to ensure personnel are on duty. When a contract employee is not being utilized at a given post, the Contractor at the direction of the COR or ICE Supervisor on Duty may reassign him/her to another post.

## **2. Starting and Stopping Work**

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

### **a) Recording Presence**

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

Officers, working as supervisors, shall make the designation "Supervisor" in the rank column on GSA Form 139; all others will enter "On Duty." The applicable post or position numbers may be entered in the "relief" column after mutual concurrence between ICE and the Contractor.

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

### **b) Rest Periods**

When the Contractor or a contractor supervisor authorizes rest and relief periods for the contract employees, a substitute officer shall be assigned to the duty location.

### **c) Work Relief**

When the work assignments require that the Contractor's employees do not leave the assigned duty locations until a substitute officer has provided relief, this condition shall be explicitly stated on GSA Form 2580, Guard Post Assignment Record, or other forms designated by ICE COR. The Contractor shall enforce the procedure

without exceptions.

## **S. Training**

All training shall be conducted in accordance with PBNDS 2011, Standard 7.3 “Staff Training.” Detention Officers shall not perform duties under this contract until they have successfully completed all initial training and the COR receives written certification from the Contractor. Any remuneration or pay due to the Contractor employee in accordance with U.S. Department of Labor regulations for any training time is the responsibility of the Contractor. Alternative or E-training techniques, unless approved in writing by the CO via the COR, shall not be used. The training site shall be provided at no additional cost to the Government.

### **1) General Training Requirements**

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

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

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

#### **a) Basic Training Subjects**

Officers must complete the training required in accordance with the ACA and PBNDS 2011. Required training may include but not be limited to the following:

- |   |       |
|---|-------|
| 1) In-service Orientation/Social Diversity                    | 2 HRS |
| 2) Counseling Techniques/Suicide Prevention and Intervention* | 2 HRS |
| 3) Conduct/Duties/Ethics and Courtroom Demeanor               | 2 HRS |
| 4) Bomb Defense and Threats                                   | 1 HR  |
| 5) Telephone Communications/Radio Procedures                  | 1 HR  |
| 6) Annual IT Security Training                                | 1 HR  |

7) Fire and other Emergency Procedures	2 HRS
8) Treatment and Supervision of Detainees	2 HRS
9) ICE Use of Force Policy	2 HRS
10) Security Methods/Key Control/Count	1 HR
11) Procedures/Observational Techniques	4 HRS
12) EEO/Sexual Harassment	2 HRS
13) Detainee Escort Techniques	1 HR
14) ICE Paperwork/Report Writing	2 HRS
15) Detainee Searches/Detainee Personal Property	4 HRS
16) Property/Contraband	2 HRS
17) Detainee Rules and Regulations	2 HRS
18) First Aid*	4 HRS
19) Cardiopulmonary Resuscitation (CPR)*	4 HRS
20) Blood-borne Pathogens*	2 HRS
21) Self Defense	8 HRS
22) Use of Restraints	5 HRS
23) Firearms Training**	
24) Sexual Abuse/Assault Prevention and Intervention*	2 HRS
25) ICE Performance Based Detention Standards	2 HRS

*All training shall be conducted in a classroom or on-the-job training environment and shall be in accordance with the ACA Standards and PBNDS 2011. On-line training is specifically prohibited to meet these requirements, unless approved in writing by the COR.*

*\* Critical Training Subjects*

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

#### **b) Refresher Training**

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

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

In addition to the refresher training requirements for all Detention Officers, supervisors must receive refresher training relating to supervisory duties.

#### **c) On-the-Job Training**

After completion of the minimum of 60 hours basic training, all Detention Officers

will receive an additional 40 hours of on-the-job training at specific post positions. This training includes:

- 1) Authority of supervisors and organizational code of conduct.
- 2) General information and special orders.
- 3) Security systems operational procedures.
- 4) Facility self-protection plan or emergency operational procedures.
- 5) Disturbance Control Team training.

**d) Training During Initial 60 Day Period**

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

**e) Basic First Aid and CPR Training**

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

- 1) Respond to emergency situations within four minutes.
- 2) Perform cardiopulmonary resuscitation (CPR).
- 3) Recognize warning signs of impending medical emergencies.
- 4) Know how to obtain medical assistance.
- 5) Recognize signs and symptoms of mental illness.
- 6) Administer medication.
- 7) Know the universal precautions for protection against blood-borne diseases.

**2) Supervisory Training**

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

- |   |       |
|---|-------|
| a) Techniques for issuing written and verbal orders | 2 HRS |
| b) Uniform clothing and grooming standards          | 1 HR  |
| c) Security Post Inspection procedures              | 2 HRS |
| d) Employee motivation                              | 1 HR  |
| e) Scheduling and overtime controls                 | 2 HRS |
| f) Managerial public relations                      | 4 HRS |

- |                             |       |
|-----------------------------|-------|
| g) Supervision of detainees | 4 HRS |
| h) Other company policies   | 4 HRS |

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

The Contractor shall submit documentation to the COR, to confirm that each supervisor has received basic training as specified in the basic training curriculum.

### **3) Proficiency Testing**

The Contractor shall give each Detention Officer a written examination following each training class to display proficiency. The Contractor may give practical exercises when appropriate.

### **4) Certified Instructors**

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

### **5) Training Documentation**

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

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

## **V. DETENTION SERVICES**

### **A. Detention Site Standards**

The Contractor shall ensure that detention sites conform to PBNDS 2011. A fire and emergency plan shall exist and shall be aggressively managed. The Contractor shall ensure facilities conformance to the following:

1. Be clean and vermin/pest free.
2. Have a suitable waste disposal program.

3. The Contractor shall provide and distribute suitable linens (sheets, pillow cases, towels, etc.). The Contractor shall launder and change linens per PBNDS 2011 4.5 Personal Hygiene.
4. The Contractor shall provide and distribute appropriate clean blankets.
5. The Contractor shall ensure fire and emergency exits remain unimpeded to permit prompt evacuation of detainees and staff members in an emergency.
6. The Contractor shall provide and distribute articles of personal hygiene (e.g., soap, personal deodorant, toothbrush, toothpaste, comb, toilet paper, and shaving equipment).

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

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

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

## **B. Detainee Handbooks**

## **C. Language Access**

The Contractor is responsible for providing meaningful access to all programs and services (e.g. medical, intake, classification, sexual assault reporting) for individuals with limited English proficiency. This should be accomplished through professional interpretation and translation or bilingual personnel for necessary communication with detainees who do not speak or understand English. Oral interpretation should be provided for detainees who are illiterate. Other than in emergencies, and even then only for that period of time before appropriate language services can be procured, detainees shall not be used for interpretation or translation services. The Contractor should utilize commercial phone language interpretive services to ensure fulfillment of this requirement. 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 ICE population with limited English proficiency.

## **D. Health and Medical Care Policies**

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

1. Policies and procedures for accessing 24-hour emergency medical care for ICE detainees.
2. Policies and procedures for prompt summoning of emergency medical personnel.



3. Policies and procedures for evacuation of detainees, if deemed necessary by qualified medical personnel.
4. Policies, procedures, and post procedures for duty officers to ensure that medical emergencies are recognized and promptly attended to.
5. The Contractor shall notify the COR and/or ICE designee of all detainee requests for the need of medical treatment. These requests shall be addressed with urgency.

## **E. Health Services**

The Contractor shall not be responsible for the provision of health care services for ICE detainees at the facility. Such services shall be provided by ICE Health Services Corps (IHSC). The Contractor will provide all medical, dental, and mental health equipment and supplies. The Contractor will maintain medical facilities and all medical equipment in good working condition and ensure adequate stocks of medical supplies are maintained. A detailed list of required medical equipment and supplies is incorporated as an Attachment X to this agreement.

The Contractor shall adhere to ICE policies and procedures regarding detainee medical requests in accordance with PBNDS 2011 Section 4.3 – Medical Care . If a detainee requires immediate medical attention, the Detention Officer shall immediately notify his or her Supervisor via radio or telephone. The Contractor's Supervisor will, in turn, notify the medical provider as well as the COR and/or ICE-designee.

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

### **1. Hospitalization of Detainees**

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

### **2. Manage a Detainee Death**

The Contractor shall comply with PBNDS 2011, Standard 4.7 Terminal Illness, Advanced Directives, and Death, in the event of a detainee injury or death. In the event of a detainee death, the Contractor shall immediately notify the COR or ICE designated

official and submit a written report within 24 hours. The Contractor shall fingerprint the deceased. Staff members performing the fingerprinting shall date and sign the fingerprint card to ensure that a positive identification has been made and file the card in the detainee's file. Personal property of the deceased shall be inventoried and release coordinated with ICE to the designated family member, the nearest of kin, or the Consular Officer of the detainee's country of legal residence.

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

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

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

#### **F. Detainee Voluntary Work Program**

The Contractor shall develop a detainee work program plan with the approval of the CO prior to receipt of the end of the Transition Period. Detainee labor shall be used in accordance with the approved detainee work plan and will be paid \$1 day. The detainee work plan must be voluntary, and may include work assignments for industrial, maintenance, custodial, service, or other jobs. The detainee work program shall not conflict with any other requirements of the contract and must comply with all applicable laws and regulations.

Detainees shall not be used to perform the responsibilities or duties of an employee of the Contractor. Detainees shall not be used to perform work in areas where sensitive documents are maintained such as designated ICE workspace. Appropriate safety/protective clothing and equipment shall be provided to detainee workers. Detainees shall not be assigned work that is considered hazardous or dangerous. This includes, but is not limited to, areas or assignments requiring great heights, extreme temperatures, use of toxic substances, and unusual physical demands.

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

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

## **VI. REQUIRED ADMINISTRATION AND MANAGEMENT SERVICES**

### **A. Manage the Receiving and Discharge of Detainees**

1. In accordance with PBNDS 2011, the Contractor will provide for the admitting and releasing of detainees to protect the health, safety, and welfare of each individual. During the admissions process, detainees undergo screening for medical purposes, have their files reviewed for classification purposes, submit to a standard body search, and are personally observed and certified regarding the examination, categorization, inventorying, and safeguarding of all personal belongings. This shall include fingerprinting of detainees.

The Contractor shall provide a detainee classification system that adheres to the requirements of PBNDS 2011, Standard 2.2 "Custody Classification System," and ensures detainees are classified appropriately using objective criteria. Detainees will be classified upon arrival, before being admitted to the general detainee population. The Contractor will periodically re-classify detainees, in accordance with the PBNDS 2011.

The Contractor must be required to access and utilize ICE detention booking system to properly book detainees in and out of ICE custody.

2. The Contractor shall effectuate departures. Effectuating departure requires Contractor employees to perform detainee-related activity including but not limited to: positive identification, documentation preparation and review, provision of any sack lunches required, transportation, escorting and returning all DHS documentation to the appropriate DHS supervisor upon completing the escort assignment. In addition, Contractor employees shall, when required by proper authority, affirm, swear, and witness to all actions of effectuating departure that were accomplished, performed, carried-out, and done and in transactions involving the detainee(s), when required in a legal setting, deposition, or court of law.

The time, point, and manner of release from a facility shall be consistent with safety considerations and shall take into account special vulnerabilities. Facilities that are not within a reasonable walking distance of, or that are more than one mile from, public transportation shall transport detainees to local bus/train/subway stations prior to the time the last bus/train leaves such stations for the day. If public transportation is within walking distance of the detention facility, detainees shall be provided with an information sheet that gives directions to and describes the types of transportation services available. However, facilities must provide transportation for any detainee who is not reasonably able to walk to public transportation due to age, disability, illness, mental health or other vulnerability, or as a result of weather or other environmental conditions at the time of release that may endanger the or safety of the detainee. Upon release, detainees shall also be provided with a list of shelter services available in the immediate area along with directions to each shelter. Prior to their release, detainees shall be given the opportunity to make a free phone call to a friend or relative to arrange for pick up from the facility. As practicable, detainees shall be provided with a laundered set of their own clothing, or one set of non-institutional clothing and footwear, weather appropriate,

for their final destination.

## **B. Manage and Account for Detainee Assets (Funds, Property)**

The Contractor is solely responsible for all detainee personal property (i.e. stolen/misplaced goods due to Contractor negligence and/or mishandling of detainee personal property). The Contractor shall provide written policies and procedures in managing the detainee's personal property.

The safeguarding of detainees' personal property will include: the secure storage and return of funds, valuables, baggage, and other personal property; a procedure for documentation and receipting of surrendered property; and the initial and regularly scheduled inventories of all funds, valuables, and other property. In accordance with the PBNDS 2011, every housing area shall include a designated storage area. This area shall contain a lockable or other securable space for storing detainees' authorized personal property.

Written procedures shall be established for returning funds, valuables, and personal property to a detainee being transferred or released that adheres to the requirements of ICE policy. The Contractor shall ensure that all detainees who are scheduled for either transfer or release are given all funds (in cash or check, whichever is deemed appropriate by the ICE COR or designated ICE official) immediately prior to leaving the facility. Confiscated foreign currency funds are to be returned to the detainee. This includes the out-processing of detainees on all removal flights. For such removal flights, the Contractor will provide all necessary items for removal processing.

## **C. Securely Operate the Facility**

Policy and procedures for the maintenance and security of keys and locking mechanisms shall be developed, in accordance with the PBNDS 2011, 2.7 Key and Lock Control. The procedures shall include, but are not limited to: method of inspection to expose compromised locks or locking mechanisms; method of replacement for all damaged keys and/or locks; a preventive maintenance schedule for servicing locks and locking mechanisms and method of logging all work performed on locks and locking mechanisms; policy for restricting security keys from 24 hour issue or removal from the institution; and method of issuing emergency keys.

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

The Contractor shall provide constant armed perimeter surveillance of the facility.

## **D. Establish and Maintain a Program for the Prevention of Sexual Abuse/Assault**

The Contractor shall develop and implement a comprehensive sexual abuse/assault prevention and intervention program in accordance with PBNDS 2011, Standard 2.11, "Sexual Abuse and Assault Prevention and Intervention," and all facility requirements of

DHS PREA (“Standards to Prevent, Detect, and Respond to Sexual Abuse and Assault in Confinement Facilities,” 79 Fed. Reg. 13100 (Mar. 7, 2014), as outlined in Attachment X, Prison Rape Elimination Act Regulations. This program shall include training and/or information that is given separately to both staff and detainees.

#### **E. Collect and Disseminate Intelligence Information**

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

#### **F. ICE Notifications**

The Contractor shall immediately report all serious incidents as outlined in the detention standards to the Field Office Director or designee and the COR. Serious incidents include, but are not limited to the following: activation of disturbance control team(s); disturbances (including gang activities, group demonstrations, food boycotts, work strikes, work place violence, civil disturbances/protests); staff uses of force including use of lethal and less-lethal force (includes detainees in restraints more than eight hours); assaults on staff/detainees resulting in injuries that require medical attention (does not include routine medical evaluation after the incident); fires; fights resulting in injuries requiring medical attention; full or partial lock-down of the facility; escape; weapons discharge; suicide attempts; deaths; declared or non-declared hunger strikes; adverse incidents that attract unusual interest or significant publicity; adverse weather; fence damage; power outages; bomb threats; high profile detainee cases admitted to a hospital; significant environmental problems that impact the facility operations; transportation accidents (e.g., airlift, bus) resulting in injuries, death or property damage; and sexual assaults.

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

The Contractor will complete all notifications to ICE/ERO as outlined in the PBNDS 2011.

#### **G. Maintain Institutional Emergency Readiness**

The Contractor shall submit an institutional emergency plan that will be operational prior to end of the transition period, in accordance with PBNDS 2011, Standard 1.1 Emergency Plans. The plan shall receive the concurrence of the COR prior to implementation and shall not be modified without the further written concurrence of the CO.

The Contractor shall have written agreements with appropriate state and local authorities that

will allow the Contractor to make requests for assistance in the event of any emergency incident that would adversely affect the community.

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

The Contractor shall submit to the COR a proposed inventory of intervention equipment (e.g., weapons, munitions, chemical agents) intended for use during performance of this contract. The COR, prior to end of the transition period, shall provide concurrence of the intervention equipment. The approved intervention equipment inventory shall not be modified without prior written concurrence of the CO.

The Contractor shall obtain the appropriate authority from state or local law enforcement agencies to use force as necessary to maintain the security of the facility. The use of force by the Contractor shall at all times be consistent with all applicable policies of PBNDS 2011, Standard 2.15 Use of Force and Restraints.

#### **H. Manage Computer Equipment and Services in Accordance with all Operational Security Requirements**

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

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

The Contractor may not disclose information pertaining to ICE detainees to a third party without written permission from the COR.

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

#### **I. Manage and Maintain a Commissary**

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

Revenues shall be maintained in the facility commissary account and not commingled with any other funds. If funds are placed in an interest-bearing account, the interest earned shall be

credited to the detainees. Any expenditure of funds from the account shall only be made with the approval of the Contracting Officer. Any revenues earned in excess of those needed for commissary operations shall be used solely to benefit detainees at the facility. Using these funds for any expense for which the Contractor is required to pay is prohibited. The Contractor shall provide independent auditor certification of the funds to the COR every 30 days.

At the end of the contract period, or as directed by the Contracting Officer, a check for any profits remaining in this account associated with detainee commissary purchases shall be made payable to the Treasury General Trust Fund and given/transmitted to the Contracting Officer.

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

#### **J. Visitation**

The facility's perimeter will ensure that detainees remain within and that public access is denied without proper authorization. Visitation and/or tours of the facility shall be conducted in accordance with the relevant provisions of PBNDS 2011 or as directed by ICE. For the safety and privacy of the detainees, no videotaping is permitted by visitors or others (including the contractor) without prior approval from ICE, except for CCTV cameras operated by the contractor or the Government for security purposes. No video or audio recording devices will be allowed within the secure perimeter, except in accordance with court order or federal law.

#### **K. Manage and Maintain a Detainee Telephone System (DTS)**

1. The Contractor shall provide detainees with reasonable and equitable access to telephones as specified in PBNDS 2011, Standard 5.6 Telephone Access. Telephones shall be located in an area that provides for a reasonable degree of privacy and a minimal amount of environmental noise during phone calls.
2. If authorized to do so under applicable law, the Contractor shall monitor and record detainee conversations. If detainee telephone conversations can be monitored under applicable law, the Contractor shall provide notice to detainees of the potential for monitoring. However, the Contractor shall also provide procedures at the facility for detainees to be able to place unmonitored telephone calls to their attorneys.
3. Telephone rates shall not exceed the Federal Communications Commission (FCC) rates for inmate telephone service, as well as State established rates where applicable, and shall conform to all applicable federal, state, and local telephone regulations.
4. Video phones, portable electronics or other enhanced telecommunications features provided by the DTS Contractor to ICE detainees, based upon concurrence between ICE and the Contractor, may be added in the future subject to negotiation at no cost to ICE.

These features may not in any way compromise the safety and security of the detainees, staff or the facility. Any new or enhanced telecommunications features must be integrated within the DTS service and can NOT be a separate system or software from the DTS service. Such capabilities may now or in the future include; video visitation, limited web access for law library, email, kites, commissary ordering, educational tools, news, sports, and video games. Pricing for the use of these technologies will be set by the DTS provider, subject to negotiations with ICE, and shall be negotiated at a future time and date if required.

5. The ICE designated DTS Contractor shall be the exclusive provider of detainee telephones for this facility. This will occur at the expiration of any current contract with a Telecommunications Company. Notwithstanding any existing Telecommunications contract, the Contractor shall require the Telecommunications Company to provide connectivity to the DTS Contractor for detainee pro bono telephone calls. The Contractor shall make all arrangements with the DTS Contractor per the DTS Contract. The DTS Contractor shall be allowed to install vending debit machines and shall receive 100 percent of all revenues collected by sale of prepaid debit services. The DTS Contractor shall be responsible for furnishing all inventory and supply of all DTS calling services to the Contractor. The DTS Contractor shall be responsible for the costs incurred for installation of the equipment, any monthly telephone charges incurred from the operation of DTS, and the maintenance and operation of the system. The Contractor shall not be entitled to any commissions, fees, or revenues generated by the use of the DTS or the detainee telephones.

Company Name: Talton Communications  
910 Ravenwood Drive  
Selma, AL 36701

Phone: 334-887-0704  
Email: support@talton.com

## **VII. FACILITY SECURITY AND CONTROL**

### **A. Security and Control (General)**

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

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

The Contractor shall comply with all of the PBNDS 2011 pertaining to the security and control of the detention facilities. The Contractor shall adhere to local operating procedures within each facility.



The Contractor shall provide, install, and maintain a building access control system in all ICE and/or DOJ administrative space. The Contractor shall provide the Government administrative access and oversight role for system. The Contractor shall comply with ICE security plans.

## **B. Detainee Rights**

The Contractor shall supervise, observe, and protect detainees from sexual abuse, discrimination, corporal punishment, personal injury, property damage, harassment, or violation of detainees' civil rights. Contract personnel shall have a zero-tolerance policy for incidents of sexual abuse or assault that may occur in the facility. Contract personnel shall adhere to ICE policies, procedures, and detention standards. Detainees have the right to be free from discrimination for any reason, including race, religion, national origin, sex, sexual orientation, gender identity, physical ability, mental ability, or political beliefs.

## **C. Unauthorized Access**

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

## **D. Direct Supervision of Detainees**

The Contractor shall provide supervision of all detainees in all areas, including supervision in detainee housing and activity areas, to permit Detention Officers to hear and respond promptly to emergencies. The Contractor shall have direct supervision monitoring each occupied housing unit. This direct supervision position or positions (determined by the size of the housing unit) is separate from the housing control post.

The Contractor shall comply with the requirements applicable to detention facilities contained in Subpart A of DHS PREA, specifically §115.13, including the development of detainee supervision guidelines that are reviewed annually, as outlined in Attachment X, Prison Rape Elimination Act Regulations.

## **E. Maintain a Video Surveillance Program**

The Government shall ensure video surveillance of hallways, exits, and common areas. Additionally, surveillance systems shall be installed and updated in accordance with DHS PREA §115.18(b). In collaboration with the Contractor, a qualified individual shall be responsible for monitoring this system inside and outside the building. Considering that the videos will be recordings of residents who may be seeking asylum or other considerations under U.S. immigration law, the Contractor is required to maintain the recordings and may not release them to anyone, unless approved by ICE. The Government shall retain recordings for a minimum of 30 days, or for the duration of any investigation as necessary for use by local law enforcement, ICE, or the Contractor. Contractor requests for video recordings pursuant to internal employment actions will be reviewed by ICE on a case by case basis.

## **F. Log Books**

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

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

## **G. Reports**

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

The Contractor shall provide monthly status reports to the COR or ICE designee. Such reports shall include a monthly key indicator report, which indicates the key personnel positions of the facility (e.g., position title, name of the employee, vacancies and length of vacancies, dates of service, additional comments). These monthly reports shall be submitted to the COR or ICE designee by the fifth of each month for the previous month's activities and staffing.

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

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

## **H. Detainee Counts**

The Contractor shall monitor detainee movement and physically count detainees as directed in PBNDS 2011 2.8 Population Counts.

## **I. Daily Inspections**

The Detention Officers shall conduct daily inspections of all security aspects of the site, consistent with PBNDS 2011, Standard 2.4 “Facility Security and Control.” They shall check all bars, locks, windows, walls, floors, ventilation covers, glass panels, access plates, protective screens, doors, lights, and equipment for operational wear and detainee tampering. The Detention Officers shall also report slippery floor surfaces. This documentation shall be made daily in a logbook. Problems discovered during these inspections shall be clearly identified in the documentation.

The Contractor shall also notify the COR of any abnormalities or problems. The Contractor shall immediately notify the COR or ICE designee on duty of any physical facility damage. Written documentation of any problem areas shall be submitted to the COR by the end of the shift.

## **J. Deviation from Prescribed Schedule Assignments**

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

## **K. Use of Force and Restraints**

ICE has strict requirements related to the use of physical force and restraints by Detention Officers. Any use of force or restraints must be in compliance with PBNDS 2011, Standard 2.15 “Use of Force and Restraints.” See Section J, Attachment X, PBNDS 2011 with 2016 revisions.

## **L. Escapes**

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

1. The Contractor assumes absolute liability for the escape of any detainee in its control.
2. The Contractor shall provide written policies and procedures regarding the actions to be taken in the event of an escape. This document must include reporting requirements for all contract employees, escorts, supervisors, and management personnel. These procedures shall meet the approval of the COR, be reviewed at least annually, and updated as necessary.
3. Escapes shall be grounds for removing the responsible Contractor Employee(s) from duty if the Contractor Employee(s) is/are determined by the Contractor or the COR to be negligent, reckless, or intentionally responsible for the escape. Notice of removal shall be provided to the Contracting Officer.

4. Corrective actions to prevent future escapes or attempted escapes shall be taken immediately and communicated to the COR for approval. A written report of the remedial action shall be due to the COR within 24 hours of an escape or attempted escape.
5. An escape is deemed an egregious incident and subject to an expedited processing of a Contract Discrepancy Report resulting in a deduction or withholding for any applicable standards violations.

#### **M. Evacuation Plan**

The Contractor shall furnish 24-hour emergency evacuation procedures. The Contractor shall develop a written evacuation and alternate staging plan for use in the event of a fire or major emergency (ex. Hurricane), in accordance with PBNDS 2011, Standard 1.1 “Emergency Plans.”

#### **N. Injury, Illness, and Reports**

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

The Contractor shall immediately notify the COR or ICE-designee 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 and/or ICE-designee.

The Contractor shall submit a follow-up written report to the COR within 24 hours of the occurrence. The Contractor shall cooperate with ICE in reviewing serious incidents. A serious incident means any incident resulting in injury to a detainee, Contractor staff, ICE staff, or property damage.

The Contractor shall submit a monthly injury report summary containing, but not limited to, name, time/date, location, circumstances, care rendered, current status, Worker’s Compensation status, and reference to identification of initial report.

#### **O. Protection of Employees**

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

#### **P. Sanitation and Hygienic Living Conditions**

The Contractor shall comply with the requirements of the Occupational Safety and Health Act of 1970 and all codes and regulations associated with 29 CFR 1910 and 1926. The Contractor shall comply with all applicable ICE, federal, state and local laws, statutes,

regulations, and codes. In the event there is more than one reference to a safety, health, or environment requirement in an applicable, law, standard, code, regulation, or ICE policy, the most stringent requirement shall apply.

#### **Q. Physical Plant**

The Government shall ensure operations and maintenance of the building unless otherwise noted. All equipment, supplies, and services shall be Contractor-furnished and in operating condition, except as otherwise noted.

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

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

### **VIII. FOOD SERVICE**

#### **Manage Food Service Program in a Safe and Sanitary Environment**

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

The Contractor shall provide a sack meal for detainees in custody and those who are absent during any meal or planning for departure, or meals for detainees on certain travel routes (upon order by the ICE COR or designated official). Further, the Contractor shall provide detainee sack meals as requested by ICE staff. The contents of the sack meals must be approved by COR or designee.

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

The Contractor shall identify, develop, and manage food service program policy, procedures, and practices in accordance with PBNDS 2011, Standard 4.1 "Food Service."

All food service preparation resources (appliances, freezers, food preparation tables, coolers) must be in operating condition (see Attachment X Food Service Preparation Resources). Additionally, the Contractor's kitchen will be in operating condition at the commencement of the contract.

## **IX. PROPERTY ACCOUNTABILITY**

### **A. General**

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

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

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

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

### **B. Use of Government Wireless Communication Devices**

All personnel that have been issued a Federal Government owned wireless communication device, including but not limited to, cellular telephones, pagers or wireless Internet devices, are authorized to possess and use those items in all areas of the facility in which ICE detainees are present. Cellular, telephone, and wireless boosters shall be provided, installed, and maintained by the Contractor to ensure optimal service throughout the facility and ICE and/or DOJ administrative areas.

## **X. FIREARMS / BODY ARMOR**

### **A. Firearms Requirements**

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

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

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

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

The Contractor shall account for all firearms and ammunition daily. If any weapons or ammunition are missing from the inventory, the COR shall be notified immediately.

All firearms shall be licensed by the State.

Firearms shall be inspected. This shall be documented by the Facility Director. Loading, unloading, and cleaning of the firearms shall only take place in designated areas.

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

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

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

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

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

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

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

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

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

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

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

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

The Contractor shall certify firearms training to the COR.

The Contractor shall certify proficiency in accordance with State requirements.

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

The Contractor shall assign one or more contractor staff to the positions of:

1. Ammunition Control Officer, and
2. Firearms Control Officer, per PBNDS 2011.

## **B. Body Armor Requirements**

The Contractor shall provide body armor to all armed Detention Officers and armed supervisor(s). Body armor shall be worn while on armed duty. The body armor shall meet all requirements as set forth in the ICE Body Armor Policy. See Section J, Attachment X, ICE Body Armor Policy.

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

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

The use of personally-owned body armor is not authorized.

## **XI. TRANSITION**

### **A. Transition-In**

The Contractor shall be responsible for the transition of all activities identified in this PWS. The Contractor's transition-in shall be accomplished as expeditiously as possible, with a maximum transition-in period of 60 days after contract award. The transition-in process shall not adversely



impact the work being done by the outgoing Contractor. It shall be conducted in a manner consistent with safe operation requirements. The Contractor shall submit a final Transition-in Plan for approval by the Contracting Officer's Representative (COR) within two (2) weeks after award reflecting input from the COR as well as all necessary activities to facilitate the transition of services to the Contractor and expected completion dates of those activities. All activities must be completed during transition periods. The Transition-In Plan shall address, at a minimum, the following areas:

- Inventory and orderly transfer of all Government Furnished Equipment and Property (GFE/GFP);
- Transfer of documentation;
- Transfer of current project activities;
- Workplace logistics and staffing plan: Identification of the key personnel transition team members by name, position, EOD, clearance, start date, and responsibilities;
- Coordination of knowledge transfer sessions with the incumbent Contractor;
- Favorable EOD for all Contractor staff from the ICE Personnel Security Unit (PSU);
- Coordination of transition with COR and local field office;
- Any additional information required by other clauses contained in this contract.

The Transition-in Plan shall be approved by the COR and describe the Contractor's process for transitioning from the incumbent with no disruption in operational services.

## **B. Transition-Out**

The Contractor shall be responsible for the transition-out of all technical activities identified in this PWS during the final, awarded period of performance. The Contractor shall submit the Transition-out Plan two (2) months prior to the completion of the period of performance of this contract. The Contractor's Transition-out Plan shall be approved by the COR. The Contractor shall complete the transition by the end of the period of performance of this Task Order. The Transition-Out Plan shall address, at a minimum, the following areas:

- Inventory and orderly transfer of all GFE/GFP
- Briefing on all in-progress and committed items.
- Any additional information required by other clauses contained in this contract.

The Contractor shall fully support the transition of all requirements to any successor to ensure no disruption in operational services.