

94. 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).
95. SPECIAL MANAGEMENT UNIT (SMU): A housing unit for detainees in administrative or disciplinary segregation.
96. STANDING MEDICAL ORDERS: Written orders, by a physician, to medical personnel for the definitive treatment of identified minor, self-limiting conditions and for on-site treatment of emergency conditions.
97. 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.
98. SUITABILITY CHECK: Security clearance process for Contractor and all Contractor Employees to determine favorable suitability to work on a Government contract.
99. 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.
100. 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.
101. 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.
102. 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.
103. 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 as detailed below for various levels as described within this document.

### **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.

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

A Contractor-owned/Contractor-operated detention facility to house detainees on a 24 hour per-day, seven day per week, 365 day per-year basis.

The detention center shall provide safe and secure conditions of confinement based on the individual characteristics of a diverse population, including: threat to the community, risk of flight, type and status of immigration proceeding, community ties, medical and mental health issues. The detention center shall provide easy access to legal services; abundant natural light throughout the facility; 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 (where practicable); cafeteria style meal service; non-institutional detainee clothing; contact visitation, including special arrangements for visiting families, with extended hours including nights and weekends; private areas for attorney-client visits, with video conferencing 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) 2011. The current version is PBNDS 2011 revised in 2016 available at [www.ice.gov/detention-](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.gpo.gov/fdsys/pkg/FR-2014-03-07/pdf/2014-04675.pdf>.

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 one year of contract award.

The Contractor shall be responsible for obtaining and maintaining accreditation under the National Commission on Correctional Health Care (NCCHC) within one year of contract performance.

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, accreditation, 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 and/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 COR 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. Detention Space**

The facility shall meet at a minimum all ACA and PBNDS 2011 revised 2016 requirements. Though not binding on existing detention space, the Contractor can also review the ICE Contract Detention Facility (CDF) Design Standards available as Addendum A.

The Contractor is encouraged to go beyond any minimum requirements to provide optimal detention services.

#### Business Permits and Licenses

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

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

*See PWS Addendums for site-specific requirements.*

### **2. USCIS Space**

*See PWS Addendums for specific requirements.*

### **3. Executive Office for Immigration Review (EOIR) Space (in accordance with Addendum B – ICE EOIR Design Standards).**

*See PWS Addendums for specific requirements.*

### **4. ICE Administrative Space**

*See PWS Addendums for specific requirements.*

The Contractor is required to provide ICE Office and Support Space at or immediately adjacent to the Contractor provided detention facility.

All office, administrative, support and multiple use space shall be complete with appropriate electrical, communication, and phone/fax/VTC connections. VTC connections shall use a PRI (T1) connection at a minimum.

All furniture and case goods shall be furnished by the Contractor.

*See PWS Addendums for specific requirements.*

The ICE Administrative space shall be clean, free from mold, climate controlled, with an HVAC thermostat located outside a private office (within open space) controlling no more than 2,000 square feet. The ICE Administrative space shall be separate from, but accessible to, detainee housing units and the centralized visiting area. The ICE Administrative space shall also be secure and inaccessible to Contractor staff, except when specific permission is granted by on-site ICE staff. The Contractor shall be responsible for all maintenance, security, and janitorial costs associated with the ICE Administrative space. All janitorial and maintenance within the ICE administrative and support space is the responsibility of the contractor. All ICE administrative and support space shall be cleaned daily (between the hours of 8 a.m. and 4 p.m.) by Government cleared contractor janitorial staff. Contractor is responsible for coordinating clearance activities for their janitorial staff with the Government and for costs associated with clearance.

a) Additional Requirements for ICE Administrative Office Space

1) Furniture

All furniture and case goods shall be furnished by the Contractor. Any systems furniture, such as cubicles, shall be electrically hardwired to the building electrical support by the contractor, and have bottom raceways for data and telecommunications. The systems furniture must have knockouts within the bottoms raceways as well as numerous grommets within the work surface. The system furniture must have some universal requirements for a workspace to include; a desk, chair, desk storage, overhead storage (with locking flipper doors) and lighting capacity under the overhead storage.

Cubicles should be a standard size of a minimum of 190 usable square feet, unless otherwise authorized by the COR.

*See PWS Addendums for specific requirements.*

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 PWS Addendums for specific requirements*

### 3) Communication and VTC

The Contractor is responsible for providing phone/fax/Internet/VTC services through their local provider and responsible for the costs for such services.

### **5. Parking Spaces at the Contracted Detention Facility:**

The Contractor shall provide hard surface (concrete) parking for all ICE employees and visitors at no additional cost. The Contractor must provide ICE Employee parking in a secure surface (concrete) striped parking lot. The ICE employee parking shall be well lit and shall drain well. The ICE employee parking shall be striped and have reserved spaces painted as directed by the COR. The ICE employee parking shall have an automated entrance and exit gate, operated by the contractor provided building access badge system.

The Contractor shall provide an on-site hard surface (concrete) parking lot for visitors. Street parking for ICE visitors is not acceptable.

*See PWS Addendums for specific requirements*

### **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 ICE designee. 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. The Contractor shall provide parking spaces for the required vehicles at the facility.

Nothing in this contract shall restrict the Contractor from acquiring additional vehicles as deemed necessary by the Contractor at no cost to the Government. The Contractor shall not allow employees to use their privately-owned vehicles to transport detainees. The Contractor shall furnish vehicles equipped with interior security features in accordance with 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.

*See PWS Addendums for specific requirements.*

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 specific to each Requirement), 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 or ICE Vehicle Control Officer 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 (b)(7)(E) 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 ICE designee; 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- designee 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 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 Addendums for specific requirements.*

13. Monthly Status Report: The report will include, at a minimum, the information required by a G-391 for every trip as indicated in the G-391 attachments (see Attachments 1A & 1B). A breakdown of hours and personnel will also be provided and divided into Transportation Guard Hours and Stationary Guard Hours. 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.

#### **F. On-Call 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 ICE designee. 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 ICE designee 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 designee shall notify the contractor four 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) 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.

#### **G. Notice to Proceed**

It is essential that the Contractor be fully prepared to accept responsibility for performing the requirements of the contract. Therefore, ICE may perform required assessments to ensure contract compliance prior to issuance of the Notice to Proceed (NTP).

If ICE determines that the Contractor is capable of accepting detainees, the NTP will be issued by the Contracting Officer. The Contractor shall be prepared to begin performance and accept detainees immediately upon issuance of the NTP. Performance may begin with staged capacity or open with full capacity, as stated in the NTP. Performance includes, but is not limited to, preliminary fitness determination and training documentation for an adequate number of facility staff. Preliminary fitness determinations may take up to 30 days on average to be adjudicated and depend upon the facility providing proper initiation documentation and individuals completing the required application and fingerprints once initiated.

The contractor shall submit in writing a Quality Control Plan (QCP) and all other plans, policies, and procedures, including those identified in the PBNDS 2011 and ACA standards to the COR for review and concurrence prior to issuance of the NTP. Once written concurrence has been granted by the COR, these plans, policies, and procedures shall not be modified without the prior written approval of the COR. The Contractor's operational and/or corporate policies that do not impact ICE operations (i.e. policies on employee sick days, vacation days, etc.) do not have to be reviewed or approved by ICE.

### **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. 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 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 and ICE designee 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 Part 2 of 2011 PBNDS at [www.ice.gov/detention-standards/2011](http://www.ice.gov/detention-standards/2011)

The Contractor shall safeguard all records related to the operation of the facility. All records will remain the property of the U.S. Government.

### **C. Right of Refusal**

The Contractor retains the right to refuse acceptance of any detainee if such refusal is supported by a valid justification. Examples of such justification are: any detainee found to have a medical condition that requires medical care beyond the scope of the Contractor's health care provider. In the case of a detainee already in custody, the Contractor shall notify ICE and request such removal of the detainee from the Facility. The Contractor shall allow ICE reasonable time to make alternative arrangements for the detainee.

### **D. Hold Harmless**

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

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

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

### **E. 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 for review and approval. The CO may modify the contract to include these changes.

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

ICE has developed a Quality Assurance Surveillance Plan (QASP), Attachment 2, 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.

#### **G. 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.

#### **H. 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.

#### **I. Performance Evaluation Meetings**

The Contractor's representatives shall meet with the COR(s) on a monthly 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**

#### **REQUIRED SECURITY LANGUAGE FOR SENSITIVE /BUT UNCLASSIFIED (SBU) CONTRACT DETENTION FACILITY**

##### **SECURITY REQUIREMENTS**

General: Performance under this Contract Detention Facility agreement (will) require(s) access to sensitive DHS information and will involve direct contact with ICE Detainees. The Service Provider shall adhere to the following.

Contractor Employee Fitness Screening: Screening criteria under DHS Instruction 121-01-007-001 (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.

Contractor Employee Fitness Screening: Screening criteria under 6 CFR § 115.117 (Sexual Abuse and Assault Prevention Standards) implemented pursuant to Public Law 108-79 (Prison Rape Elimination Act (PREA) of 2003) or successor thereto, that WILL exclude contractor employees from consideration to perform under this agreement includes:

- Engaged in Sexual Abuse in a Prison, Jail, Holding Facility, Community Confinement Facility, Juvenile Facility, or other Institution as defined under 42 USC 1997;
- Convicted of engaging or attempting to engage in sexual activity facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse;
- Civilly or administratively adjudicated to have in engaged in such activity.

Subject to existing law, regulations and/or other provisions of this Agreement, illegal or undocumented aliens shall not be employed by the Service Provider.

## **A. General**

The United States Immigration and Customs Enforcement (ICE) has determined that performance of the tasks as described in the resultant contract agreements require that the Contractor, subcontractor(s), vendor(s), etc. (herein known as Contractor) have access to sensitive DHS information and ICE Detainees, and that the Contractor will adhere to the following:

## **B. Preliminary Fitness Determination**

ICE will exercise full control over granting, denying, withholding or terminating unescorted government facility and/or sensitive Government information access for contractor employees, based upon the results of a Fitness screening process. ICE may, as it deems appropriate, authorize and make a favorable expedited preliminary Fitness determination based on preliminary security checks. The preliminary Fitness determination will allow the contractor employee to commence work temporarily prior to the completion of a Full Field Background Investigation. The granting of a favorable preliminary Fitness shall not be

considered as assurance that a favorable final Fitness determination will follow as a result thereof. The granting of preliminary Fitness or final Fitness shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by ICE, at any time during the term of the contract. No employee of the Contractor shall be allowed to enter on duty and/or access sensitive information or systems without a favorable preliminary Fitness determination or final Fitness determination by the Office of Professional Responsibility, Personnel Security Unit (OPR-PSU). No employee of the Contractor shall be allowed unescorted access to a Government facility without a favorable preliminary Fitness determination or final Fitness determination by OPR-PSU. Contract employees are processed under DHS Instruction 121-01-007-001 (Personnel Security, Suitability and Fitness Program), or successor thereto; those having direct contact with Detainees will also have 6 CFR § 115.117 considerations made as part of the Fitness screening process.

### C. Background Investigations

Contractor employees (to include applicants, temporaries, part-time and replacement employees) under the contract, needing access to sensitive information and/or ICE Detainees, shall undergo a position sensitivity analysis based on the duties each individual will perform on the contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. Background investigations will be processed through the Personnel Security Unit. Contractor employees nominated by a Contracting Officer Representative for consideration to support this contract shall submit the following security vetting documentation to OPR-PSU, through the Contracting Officer Representative (COR), within 10 days of notification by OPR-PSU of nomination by the COR and initiation of an Electronic Questionnaire for Investigation Processing (e-QIP) in the Office of Personnel Management (OPM) automated on-line system.

1. Standard Form 85P (Standard Form 85PS (With supplement to 85P required for armed positions)), “Questionnaire for Public Trust Positions” Form completed on-line and archived by the contractor employee in their OPM e-QIP account.
2. Signature Release Forms (Three total) generated by OPM e-QIP upon completion of Questionnaire (e-signature recommended/acceptable – instructions provided to applicant by OPR-PSU). Completed on-line and archived by the contractor employee in their OPM e-QIP account.
3. Two (2) SF 87 (Rev. December 2017) Fingerprint Cards. **(Two Original Cards sent via COR to OPR-PSU)**
4. Foreign National Relatives or Associates Statement. (This document sent as an attachment in an e-mail to contractor employee from OPR-PSU – must be signed and archived into contractor employee’s OPM e-QIP account prior to electronic “Release” of data via on-line account)
5. DHS 11000-9, “Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act” (This document sent as an attachment



in an e-mail to contractor employee from OPR-PSU – must be signed and archived into contractor employee’s OPM e-QIP account prior to electronic “Release” of data via on-line account)

6. Optional Form 306 Declaration for Federal Employment (This document sent as an attachment in an e-mail to contractor employee from OPR-PSU – must be signed and archived into contractor employee’s OPM e-QIP account prior to electronic “Release” of data via on-line account)
7. Questionnaire regarding conduct defined under 6 CFR § 115.117 (Sexual Abuse and Assault Prevention Standards) (This document sent as an attachment in an e-mail to contractor employee from OPR-PSU – must be signed and archived into contractor employee’s OPM e-QIP account prior to electronic “Release” of data via on-line account)
8. One additional document may be applicable if contractor employee was born abroad. If applicable, additional form and instructions will be provided to contractor employee. (If applicable, the document will be sent as an attachment in an e-mail to contractor employee from OPR-PSU – must be signed and archived into contractor employee’s OPM e-QIP account prior to electronic “Release” of data via on-line account)

Contractor employees who have an adequate, current investigation by another Federal Agency may not be required to submit complete security packages; the investigation may be accepted under reciprocity. The questionnaire related to 6 CFR § 115.117 listed above in item 7 will be required for positions designated under PREA.

An adequate and current investigation is one where the investigation is not more than five years old, meets the contract risk level requirement, and applicant has not had a break in service of more than two years. (Executive Order 13488 amended under Executive Order 13764/DHS Instruction 121-01-007-01)

Required information for submission of security packet will be provided by OPR-PSU at the time of award of the contract. Only complete packages will be accepted by the OPR-PSU as notified by the COR.

To ensure adequate background investigative coverage, contractor employees must currently reside in the United States or its Territories. Additionally, contractor employees are required to have resided within the United States or its Territories for three or more years out of the last five (ICE retains the right to deem a contractor employee ineligible due to insufficient background coverage). This time-line is assessed based on the signature date of the standard form questionnaire submitted for the applied position. Contractor employees falling under the following situations may be exempt from the residency requirement: 1) work or worked for the U.S. Government in foreign countries in federal civilian or military capacities; 2) were or are dependents accompanying a federal civilian or a military employee serving in foreign countries so long as they were or are authorized by the U.S. Government to

accompany their federal civilian or military sponsor in the foreign location; 3) worked as a contractor employee, volunteer, consultant or intern on behalf of the federal government overseas, where stateside coverage can be obtained to complete the background investigation; 4) studied abroad at a U.S. affiliated college or university; or 5) have a current and adequate background investigation (commensurate with the position risk/sensitivity levels) completed for a federal or contractor employee position, barring any break in federal employment or federal sponsorship.

Only U.S. Citizens and Legal Permanent Residents are eligible for employment on contracts requiring access to DHS sensitive information unless an exception is granted as outlined under DHS Instruction 121-01-007-001. Per DHS Sensitive Systems Policy Directive 4300A, only U.S. citizens are eligible for positions requiring access to DHS Information Technology (IT) systems or positions that are involved in the development, operation, management, or maintenance of DHS IT systems, unless an exception is granted as outlined under DHS Instruction 121-01-007-001.

#### **D. Transfers from Other DHS Contracts:**

Contractor employees may be eligible for transfer from other DHS Component contracts provided they have an adequate and current investigation meeting the new assignment requirement. If the contractor employee does not meet the new assignment requirement a DHS 11000-25 with ICE supplemental page will be submitted to OPR-PSU to initiate a new investigation.

Transfers will be accomplished by submitting a DHS 11000-25 with ICE supplemental page indicating "Contract Change." The questionnaire related to 6 CFR § 115.117 listed above in item 7 will be required for positions designated under PREA.

#### **E. Continued Eligibility**

ICE reserves the right and prerogative to deny and/or restrict facility and information access of any contractor employee whose actions conflict with Fitness standards contained in DHS Instruction 121-01-007-01, Chapter 3, paragraph 6.B or who violate standards of conduct under 6 CFR § 115.117. The Contracting Officer or their representative can determine if a risk of compromising sensitive Government information exists or if the efficiency of service is at risk and may direct immediate removal of a contractor employee from contract support. The OPR-PSU will conduct periodic reinvestigations every 5 years, or when derogatory information is received, to evaluate continued Fitness of contractor employees.

#### **F. Required Reports**

The Contractor will notify OPR-PSU, via the COR, of all terminations/resignations of contractor employees under the contract within five days of occurrence. The Contractor will return any expired ICE issued identification cards and building passes of terminated/resigned employees to the COR. If an identification card or building pass is not available to be returned, a report must be submitted to the COR referencing the pass or card number, name

of individual to whom issued, the last known location and disposition of the pass or card. The COR will return the identification cards and building passes to the responsible ID Unit.

The Contractor will report any adverse information coming to their attention concerning contractor employees under the contract to the OPR-PSU, via the COR, as soon as possible. Reports based on rumor or innuendo should not be made. The subsequent termination of employment of an employee does not obviate the requirement to submit this report. The report shall include the contractor employees' name and social security number, along with the adverse information being reported.

The Contractor will provide, through the COR a Quarterly Report containing the names of contractor employees who are active, pending hire, have departed within the quarter or have had a legal name change (Submitted with documentation). The list shall include the Name, Position and SSN (Last Four) and should be derived from system(s) used for contractor payroll/voucher processing to ensure accuracy.

CORs will submit reports to (b)(7)(E)@ice.dhs.gov

Contractors, who are involved with management and/or use of information/data deemed "sensitive" to include "law enforcement sensitive" are required to complete the DHS Form 11000-6-Sensitive but Unclassified Information NDA for contractor access to sensitive information. The NDA will be administered by the COR to the all contract personnel within 10 calendar days of the entry on duty date. The completed form shall remain on file with the COR for purpose of administration and inspection.

Sensitive information as defined under the Computer Security Act of 1987, Public Law 100-235 is information not otherwise categorized by statute or regulation that if disclosed could have an adverse impact on the welfare or privacy of individuals or on the welfare or conduct of Federal programs or other programs or operations essential to the national interest. Examples of sensitive information include personal data such as Social Security numbers; trade secrets; system vulnerability information; pre-solicitation procurement documents, such as statements of work; and information pertaining to law enforcement investigative methods; similarly, detailed reports related to computer security deficiencies in internal controls are also sensitive information because of the potential damage that could be caused by the misuse of this information. All sensitive information must be protected from loss, misuse, modification, and unauthorized access in accordance with DHS Management Directive 11042.1, *DHS Policy for Sensitive Information* and ICE Policy 4003, *Safeguarding Law Enforcement Sensitive Information.*"

Any unauthorized disclosure of information should be reported to (b)(7)(E)@ICE.dhs.gov.

## **G. Security Management**

The Contractor shall appoint a senior official to act as the Corporate Security Officer. The individual will interface with the OPR-PSU through the COR on all security matters, to

include physical, personnel, and protection of all Government information and data accessed by the Contractor.

The COR and the OPR-PSU shall have the right to inspect the procedures, methods, and facilities utilized by the Contractor in complying with the security requirements under this contract. Should the COR determine that the Contractor is not complying with the security requirements of this contract, the Contractor will be informed in writing by the Contracting Officer of the proper action to be taken in order to effect compliance with such requirements.

## **H. Information Technology Security Clearance**

When sensitive government information is processed on Department telecommunications and automated information systems, the Contractor agrees to provide for the administrative control of sensitive data being processed and to adhere to the procedures governing such data as outlined in DHS MD 4300.1, *Information Technology Systems Security*, or its replacement. Contractor employees must have favorably adjudicated background investigations commensurate with the defined sensitivity level.

Contractor employees who fail to comply with Department security policy are subject to having their access to Department IT systems and facilities terminated, whether or not the failure results in criminal prosecution. Any person who improperly discloses sensitive information is subject to criminal and civil penalties and sanctions under a variety of laws (e.g., Privacy Act).

## **I. Information Technology Security Training and Oversight**

In accordance with Chief Information Office requirements and provisions, all contractor employees accessing Department IT systems or processing DHS sensitive data via an IT system will require an ICE issued/provisioned Personal Identity Verification (PIV) card. Additionally, Information Assurance Awareness Training (IAAT) will be required upon initial access and annually thereafter. IAAT training will be provided by the appropriate component agency of DHS.

Contractor employees, who are involved with management, use, or operation of any IT systems that handle sensitive information within or under the supervision of the Department, shall receive periodic training at least annually in security awareness and accepted security practices, systems rules of behavior, to include Unauthorized Disclosure Training, available on PALMS or by contacting (b)(7)(E) [redacted]@ICE.dhs.gov. Department contractor employees, with significant security responsibilities, shall receive specialized training specific to their security responsibilities annually. The level of training shall be commensurate with the individual's duties and responsibilities and is intended to promote a consistent understanding of the principles and concepts of telecommunications and IT systems security.

All personnel who access Department information systems will be continually evaluated while performing these duties. System Administrators should be aware of any unusual or

inappropriate behavior by personnel accessing systems. Any unauthorized access, sharing of passwords, or other questionable security procedures should be reported to the local Security Office or Information System Security Officer (ISSO).

## **J. 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 ramp 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 95% of the total ICE-approved staffing plan. The approved staffing levels for detention/correctional officers shall not fall below a monthly average of 95%. 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 (b)(5) 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 95%. The deduction shall be based on the daily salary and benefits of the vacant position. ICE may calculate the deduction retroactive to day one of the vacancy, excluding the days for ICE's conditional approval process, starting on the day of receipt and concluding on the day conditional approval is granted. 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 Warden, another qualified person who meets the Warden position and security clearance requirements shall temporarily fill that position. This individual shall perform only job duties of the Warden 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 Administrator** - The Facility Administrator 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 Administrator** - The Assistant Warden/Facility Director shall hold an accredited bachelor's degree in an appropriate discipline or have a minimum of three years of related industry experience, and have knowledge of program objectives, policies, procedures, and requirements for managing a secure detention/correctional facility. The official holding this position, even in an acting capacity, shall meet ACA requirements.
- c) Supervisory 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.

- d) **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.
- e) **Quality Assurance Manager.** The Quality Assurance Manager shall hold an accredited bachelor's degree in an appropriate discipline or have a minimum of three years of related industry experience, and have knowledge of program objectives, policies, procedures, and requirements for managing a secure detention/correctional facility.

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

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 ICE technical expert prior to commencement of services under this contract. Changes to the guard posts or shift requirements shall be approved by the CO/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.

### **K. Employee Health**

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

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

Employee health files for all Offeror's Medical Service Providers employees must be maintained on-site. 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 301 Incident forms;
4. Blood borne pathogen exposure documentation;
5. Respirator medical clearance;
6. Respirator fit test results; and
7. Other employee health documents.



The Medical Service Provider 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 Medical Service Providers' 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, Medical Service Provider shall provide a current TST or 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 Medical Service Provider 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 Medical Service Provider'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 Medical Service Provider employees that refuse vaccines.

- a) Hepatitis A;
- b) Hepatitis B;  
(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;
- d) Measles, Mumps, Rubella (MMR);
- e) Diphtheria, tetanus, a-cellular pertussis (DTAP); and
- f) Annual seasonal influenza.

The Medical Service Provider'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.

#### **L. 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.

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

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

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

5. The employee shall not have any outside or social contact with any detainee, his or her family, or associates, except for those activities which are part of the facility program and a part of the employee's job description.
6. All employees are required to immediately report to the Warden/Facility Director or ICE Supervisor any criminal or non-criminal violation or attempted violation of these standards.
7. The Contractor shall report all violations or attempted violations of the standards of conduct or any criminal activity immediately to the COR. Violations may result in employee removal from the facility. Failure on the part of the Contractor either to report a known violation or to take appropriate disciplinary action against 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.

#### **N. 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 unto the facility.

ICE may direct the Contractor to remove any employee who has been disqualified either for security reasons or for being unfit to perform his/her duties as determined by the COR or the Contracting Officer. The Contractor shall take action immediately and notify the COR when

the employee is removed from duty. A determination of being unfit for duty may be made from, but is not limited to, incidents of delinquency set forth below:

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

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

#### **O. 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. If an employee is

performing other duties for either the Contractor or another employer, those hours shall count against the 12-hour limitation.

#### **P. 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.

#### **Q. 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.

#### **R. 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.

#### **S. 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, weight, hair color 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.

## **T. 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.

## **U. 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.

## **V. 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 designee 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.

**W. 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 within the first month of employment. 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 National Detention Standards	2 HRS

*All training shall be conducted in a classroom or on-the-job training environment and shall be in accordance with the ACA 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 (b)(7)(E) shall be in accordance with state licensing requirements. The Contractor shall certify proficiency semi-annually.*

**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 to be completed within a month of employment.

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 must include at a minimum, the following management areas (in addition to 20 more hours of training):

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 once 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 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. 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.

### **C. 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.

### **D. Medical Services**

The Contractor must provide adequate space for health services, to include office and support space within the medical clinic.

The Medical Service Provider shall be responsible for providing health care services for ICE detainees at the Facility in accordance with the current PBNDS 2011, NCCHC and/or the ACA standards that are in place at the time of this agreement, including but not limited to intake arrival screening, infectious disease screening and treatment, emergent, acute and chronic care, on-site sick call, dental services, and mental health services. Also required is over-the-counter and prescription medications per the FY 2019 ICE Health Service Corps (IHSC) National Formulary (Attachment 3) and IHSC Form 067 Request for approval of non-formulary medications (Attachment 4) or equivalent. Elicitation of a history and provision of required vaccinations per the Centers for Disease Control and Prevention (CDC) and the Advisory Committee for Immunization Practices (ACIP) recommendations is a requirement of all contractors providing health care services for ICE detainees, at a minimum to address the population that are the highest risk (i.e. Diabetics, HIV, Cancer, Seizure, Heart Disease, Asthma, Cancer and over the age of 50, pregnant females and other special populations), as well as those necessary to address pandemic events according to guidance provided by the IHSC Field Medical Coordinator (FMC). On-site routine labs and CLIA waived testing will be a requirement of the Medical Service Provider. Off-site labs

must be approved through the Medical Payment Authorization Request (MedPAR) system and will be paid for by IHSC. All routine medical supplies will be provided at no additional cost to the government or the ICE detainee. All of the above costs except off site specialty care, emergent care, hospitalizations and approved formulary and non-formulary retail purchases of medications and durable medical equipment will be included in the bed day rate for this contract.

One exception, as noted above, would be any approved prescription medications that must be filled at a retail pharmacy location, to include: approved non-formulary medications, or any approved newly marketed medication not currently available at the on-site pharmacy, as well as durable medical equipment identified as necessary by a medical provider. The mechanism for approval of retail purchases of medications is required of the clinical medical authority, as designated through the position description submitted by the Medical Service Provider, and durable medical equipment will be made available through the MedPAR system with assistance of the IHSC Field Medical Coordinator (FMC) or designee as needed.

1. In the event of a medical emergency, the Medical Service Provider shall proceed immediately to provide necessary emergency medical treatment, including initial on-site stabilization and off-site transport to an appropriate emergent care facility, as needed. The Medical Service Provider shall notify ICE immediately regarding the nature of the transferred detainee's illness or injury and the type of treatment provided. The cost of all emergency medical services provided off-site will be the responsibility of ICE Health Service Corps (IHSC). At no time shall the Medical Service Provider or detainee incur any financial liability related to such services. All such services are submitted for approval through the MedPAR system. The primary point of contact for obtaining pre-approval for non-emergent care as well as the post-approval for emergent care will be the IHSC FMC assigned to this location.
2. The Medical Service Provider shall furnish a twenty-four (24) hours/seven days per week emergency medical/dental/mental health care contact list which must include local hospitals and other off-site specialty care providers. The Medical Service Provider shall ensure they have access to an off-site emergency medical provider at all times.
3. The Medical Service Provider must make available a facility emergency evacuation procedure guide that includes any patients currently housed in a medical/mental health housing area, including any isolation rooms as well as other special housing areas within the facility. The Medical Service Provider must provide training on all emergency plans to the on-site medical staff, both initially and annually after hire.
4. A separate medical record, apart from the resident's social record/or alien file, is to be maintained by the authorized Medical Service Provider. Medical records will be created and maintained by the responsible authorized Medical Service Provider and/or the ICE contracted vendor. IHSC will have full and open access to all detainee medical records during custody and up through the record retention timeframe, and as stipulated by state and local regulations. These documents will be maintained and stored per the following:



- a) ICE Health Service Corps uses the following retention requirement to maintain detainee health records for 10 years after release from custody for adults; the records for minors will be maintained until the minor reaches the age of 27 years. Records will be maintained in a format that is easily accessed and, in a location, that is secure, pest and vermin free environment, protected from fire, flood, humidity, dust, mildew, mold, and preferably climate controlled.
  - b) A copy of a detainee's medical records shall be transferred with the detainee upon request of the detainee. Otherwise a medical transfer summary shall accompany each detainee outlining necessary care during transit and initial period of detention entry into another facility, including current medications, medical precautions, tuberculosis testing and evaluation status, equipment needed, and appropriately authorized methods of travel. It is preferred that the Medical Service Provider seek to provide an Office of the National Coordinator (ONC) certified electronic health record for recording all detainee encounters. If a paper record is used, the record format must adhere to the NCCHC and/or other National Health Record format.
- 5. The Medical Service Provider shall furnish on-site health care under this Agreement as defined by the Facility Local Health Authority (usually the Health Administrator) and as approved by the ICE Health Authority on the effective date of this Agreement. The Medical Service Provider shall not charge any ICE detainee a fee or co-payment for medical services or treatment provided at the Facility. The Medical Service Provider shall ensure that ICE detainees receive no lower level of onsite medical care and services than those spelled out in the current PBNDS 2011 and based on community standards of care.
  - 6. The Medical Service Provider shall ensure that all health care providers utilized for the care of ICE detainees are credentialed, to include: primary source verification, current licensure, certifications, and/or registrations within the State and/or City where they treat the detained population, and inquiry regarding sanctions or disciplinary actions (i.e. National Practitioner Data Bank). The Medical Service Provider shall retain, at a minimum, staffing levels as approved by IHSC at the time of implementation of this contract (Attachment 5). The Medical Service Provider shall ensure that all health care staff employed under this agreement to provide care to ICE Detainees shall be licensed and/or certified as required by the State in which the designated facility covered under this agreement resides. At no time will unlicensed and/or uncertified health care staff provide care to ICE Detainees.
  - 7. The Medical Service Provider shall ensure that its healthcare system /employees solicit from each detainee requests for healthcare (sick call) daily and that this is tracked through a written system of accountability and within the health record with care delivered per current PBNDS 2011, NCCHC and/or ACA standards.
  - 8. On-site health care personnel shall perform initial medical screening within 12 hours of arrival to the Facility. Arrival screening shall include, at a minimum, all questions captured on the PBNDS 2011 Intake Screening Form (Attachment 6) or equivalent:

testing for TB infection and/or disease, and the elicitation and recording of past and present medical history (mental and physical, dental, pregnancy status, history of substance abuse, screening questions for other infectious disease, and current health status). Initial screening will also entail measurement of height, weight, and a complete set of vital signs (BP, P, R, and T). Blood sugar and O2 readings may be necessary dependent upon specified diagnosis or current medical concern exhibited or verbalized by the detainee and observed by medical provider.

- a) **A full health assessment to include a history and physical examination shall be completed within the first 14 days of an adult detainee arrival unless the clinical situation dictates an earlier evaluation. Detainees with chronic medical, dental, and/or mental health conditions shall receive prescribed treatment and follow-up care with the appropriate level of provider and in accordance with the current PBNDS 2011, NCCHC and/or ACA standards.**
  - b) **Pregnancy Screening. Initial health screening will ensure that all female detainees/residents ages 10-56 complete a pregnancy test. The Field Operations Director (FOD) will be notified immediately regarding females determined to be pregnant, but no later than 72 hours after such determination. The field medical coordinator (FMC) and other IHSC personnel will coordinate with the Assistant FOD and /or FOD in ensuring that detention facility staff are aware of these notification requirements.**
- 9. The Medical Service Provider must provide detainees with access to medical services, preferably on-site, or with minimal wait times for community providers. Services provided shall include sick call coverage, provision of over-the-counter and prescription medications, treatment of minor injuries, treatment of special needs, mental health and dental health assessments. All travel medications must be provided per the current PBNDS 2011 requirement. The facility mental health program shall include appropriate group counseling, individual talk therapy, peer-support groups, and psychiatric services to meet the needs of the population.
  - 10. The Medical Service Provider shall furnish mental health evaluations as determined by the Facility Local Health Authority and in accordance with the current PBNDS 2011, NCCHC and/or ACA standards.
  - 11. If the Medical Service Provider determines that an ICE detainee has a medical condition which renders that person unacceptable for detention under this Agreement (for example, condition needing life support, uncontrollable violence, or serious mental health condition), the Medical Service Provider shall notify their FMC and ICE. Upon such notification, the Medical Service Provider shall allow ICE reasonable time to make the proper arrangements for further disposition of that detainee. The Medical Service Provider should expect to be requested and attest to ICE that the detainee is medically cleared for transportation and advise ICE of the necessary precautions and equipment

required for such transportation. IHSC FMC consultation regarding these matters is available at any time.

## 12. 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 ICE designee. 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 ICE designee prior to allowing access to the detainee. The Contractor is obligated to relay messages as requested by the detainee to the COR or other ICE designee.

## 13. 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 designee 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.

## 14. The Medical Service Provider shall release any and all medical information for ICE detainees to IHSC representatives upon request.

15. The Medical Service Provider shall submit a Medical Payment Authorization (MedPAR) to IHSC for payment for off-site medical care (e.g. off-site lab testing, eyeglasses, prosthetics, specialty care, hospitalizations, emergency visits). The Medical Service Provider shall enter payment authorization requests electronically as outlined in the MedPAR User Guide (b)(7)(E)
16. The Health Authority of the Medical Service Provider shall notify ICE and the FMC as soon as possible if emergency off site care will be or was required; and in no case more than 72 hours after the detainee received such care. Authorized payment for all off-site medical and/or mental health services beyond the initial emergency situation will be made by the Veterans Administration Financial Service Center (VA FSC) on behalf of IHSC directly to the medical provider(s).
- IHSC VA Financial Services Center  
PO Box 149345  
Austin, TX 78714-9345  
Phone: (800) 479 (b)(7)(E)  
Fax: (512) 460-5538
17. The Medical Service Provider shall allow IHSC and ICE personnel access to its facility and ICE detainees' medical records for healthcare review, complaint investigations, and liaison activities with the local contract Health Authority and associated Medical Service Provider departments in accordance with HIPAA privacy exception at 45 CFR §§ 164.512 (k)(5)(i).
18. The Medical Service Provider shall provide ICE detainee medical records to ICE whether created by the Medical Service Provider or a sub-Medical Service Provider/vendor upon request from the Contracting Officer's Representative or Contracting Officer in accordance with HIPAA privacy exception at 45 C.F.R. §§ 164.512 (k)(5)(i). This privacy exception allows disclosure without consent to a correctional institution or a law enforcement official having lawful custody of an inmate or other individual if the correctional institution or such law enforcement official represents that such protected health information is necessary for:
- a) The provision of health care to such individuals;
  - b) The health and safety of such individual or other inmates;
  - c) The health and safety of the officers or employees of or others at the correctional institution;
  - d) The health and safety of such individuals and officers or other persons responsible for the transporting of inmates or their transfer from one institution, facility, or setting to another;
  - e) Law enforcement on the premises of the correctional institution;
  - f) The administration and maintenance of the safety, security, and good order of the correctional institution; and

- g) Conducting a quality improvement / quality of care review consistent with an established quality improvement (medical quality management) program and interfacing with the IHSC quality improvement program consistent with federal, state, and local laws.

19. The VA Financial Services Center provides prescription drug reimbursement for individuals in the custody of ICE. Prescriptions are filled at local pharmacies which are part of the Script Care Network (or other designated Pharmacy Benefits Manager). Below is the process for obtaining prescriptions for ICE detainees:

- a) The Medical Service Provider shall request a group number which should be used at the pharmacy in conjunction with the BIN# 004410 and Processor Control # assigned by Script Care Network to designate the pharmacy benefit is for an ICE detainee. The custodial facility should either fax or take a copy of the prescription to their participating pharmacy and indicate that the prescription is for an ICE detainee.
- b) The pharmacy shall run the prescription through the Script Care network for processing.
- c) Formulary prescriptions will be dispensed; however, there will be no need for an exchange of cash between the pharmacy and custodial facility as the pharmacy will receive payment directly from Script Care.
- d) Non-Formulary prescriptions will follow the same procedure as formulary prescriptions; however, non-formulary medications will require prior authorization. The custodial facility will fax the Drug Prior Authorization Request Form to Script Care to 409-833-7435. The authorization will be loaded into the Script Care network and the pharmacy will receive a call indicating that the prescription has been approved. Non-Formulary urgent requests must be submitted in the above manner except an X should be placed on the form marked for URGENT REQUEST and faxed to 409-923-7391. The authorization shall be loaded into the Script Care network and the pharmacy shall receive a call indicating the prescription has been approved.

For further information regarding the Script Care Network please contact the VA Financial Services Center at 800-479-(b)(7)(E) or Script Care directly at 800-880-(b)(7)(E)

## 20. Facility Requirements for Infectious Disease Screening

The Medical Service Provider will ensure that there is adequate space and equipment to provide medical intake screening including tuberculosis (TB) screening within the intake processing area.

### a) Tuberculosis Screening

The Medical Service Provider will perform TB screening as part of the routine intake screening, which must be completed within 12 hours of detainee admission. TB screening will include, at a minimum, TB symptom screening and testing for TB

infection and/or disease using any Food and Drug Administration (FDA) approved method. Detainees who have symptoms suggestive of TB disease will be immediately placed in an airborne infection isolation room and promptly evaluated for suspected TB disease. Detainees who are initially tested using a test for TB infection [TB skin test (TST) or interferon gamma release assay (IGRA)], and the results are positive according to criteria, but have no symptoms suggestive of TB disease, must be evaluated with a chest radiograph within 5 days of the notification of a positive result.

Detainees who are identified with confirmed or suspected active TB (e.g., symptoms or chest radiograph suggestive of TB) will be placed in a functional airborne infection isolation room and managed in accordance with the current PBNDS 2011 and all applicable CDC guidelines:

<http://www.cdc.gov/tb/publications/guidelines/default.htm>. If there is no clinical or radiographic evidence suggestive of TB disease the detainee can be housed with the general population. Only a trained and qualified health care provider can perform chest radiography if the site has this capability, and only a credentialed radiologist can interpret these radiographs. The facility will have an alternative non-punitive process in place for detainees who refuse the TB screening assessment.

The Medical Service Provider will notify IHSC and the local health department of all detainees with confirmed or suspected TB disease, including detainees with clinical or radiographic evidence suggestive of TB. Notification shall occur within one working day of identifying a detainee with confirmed or suspected TB disease. Notification to local health departments shall identify the detainee as being in ICE custody and shall include the ICE detainee number and other identifying information. For detainees with confirmed or suspected TB disease, the Medical Service Provider will coordinate with IHSC and the local health department to facilitate release planning and referrals for continuity of care prior to release. The Medical Service Provider will evaluate detainees annually for symptoms consistent with TB within one year of the previously documented TB evaluation. For detainees initially screened with a TST or IGRA with a negative result, annual evaluation will include testing with the same method as previously used. For detainees initially evaluated with a chest radiograph interpreted as not suggestive of TB disease, routine annual chest radiograph is not recommended.

b) Radiology Service Provider

If the Medical Service Provider utilizes radiology for TB screening, the requirement should be built into the established bed day rate for this contract. The cost of equipment, maintenance, staff training, interpretation of the radiographs by credentialed radiologists, and the transmission of data to and from the detention facility will be charged directly to the facility.

## 21. Airborne Precautions

In order to prevent the spread of airborne infectious disease or cross contamination of zones within the facility, it is preferred that the HVAC system in the intake screening area be designed to exhaust to the exterior and prevent air exchange between the intake screening area and any other area within the facility (see CDC guidelines <http://www.cdc.gov/tb/publications/guidelines/Correctional.htm>)

## 22. Language Access

The Medical Service Provider 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 for necessary communication with residents who do not speak or understand English through professional interpretation and translation or qualified bilingual personnel. Oral interpretation should be provided for residents who are illiterate. Only during emergencies, and even then, only for that period of time and until appropriate language services can be procured, can facility residents be used for interpretation or translation services. The Medical Service Provider should utilize commercial phone language interpretive services to ensure fulfillment of this requirement. Telephones that can be used for this purpose must be available in each classroom. In addition, deaf detainees or residents shall have access to a TTY telephone.

## 23. Standards of Medical Care

The Medical Service Provider is responsible for providing resources for evidence-based standards of medical care which can be used as a guide for treatment of most diagnosed health care concerns. See examples of resources below.

- a) Asthma  
IHSC Sample Clinical Practice Guidelines (Attachment 7)
- b) Chemical dependence/ Intoxication/ Withdrawal  
Federal Bureau of Prisons Clinical Practice Guideline: Detoxification of the Chemically Dependent Inmate. See IHSC Operations Memorandum 11-004 dated June 9, 2011 for reference.  
[http://www.bop.gov/resources/health\\_care\\_mngmt.jsp](http://www.bop.gov/resources/health_care_mngmt.jsp)
- c) Diabetes  
Standards of Medical Care in Diabetes—2015 American Diabetes Association  
[http://care.diabetesjournals.org/content/38/Supplement\\_1](http://care.diabetesjournals.org/content/38/Supplement_1)
- d) Epilepsy  
American Epilepsy Society  
[https://www.aesnet.org/clinical\\_resource\\_s/guidelines](https://www.aesnet.org/clinical_resource_s/guidelines)
- e) Gender Dysphoria  
IHSC Sample Clinical Practice Guidelines (Attachment 7)
- f) Hepatitis A and B



- Federal Bureau of Prisons Clinical Practice Guidelines for Hepatitis A, Hepatitis B and Cirrhosis.  
[http://www.bop.gov/resources/health\\_care\\_mngmt.jsp](http://www.bop.gov/resources/health_care_mngmt.jsp)
- g) Hepatitis C  
 IHSC Sample Clinical Practice Guidelines (Attachment 7)
  - h) HIV  
 NIH Guidelines for the Use of Antiretroviral Agents in HIV-1 Infected Adults and Adolescents  
<http://www.aidsinfo.nih.gov/guidelines>
  - i) Hypertension  
 IHSC Sample Clinical Practice Guidelines (Attachment 7)
  - j) Lipids  
 2013 American College of Cardiology/American Heart Association Blood Cholesterol Guideline  
 2011 American Heart Association Scientific Statement: Triglycerides and Cardiovascular Disease  
<https://circ.ahajournals.org/content/123/20/2292.full.pdf>
  - k) Sickle Cell Disease  
 IHSC Sample Clinical Practice Guidelines (Attachment 7)
  - l) Tuberculosis  
 Tuberculosis Management Control Guide for IHSC Medical Clinics  
 Centers for Disease Control and Prevention  
<http://www.cdc.gov/tb/publications/guidelines/default.htm>
  - m) Depression  
 Federal Bureau of Prisons Clinical Practice Guideline: Management of Major Depressive Disorder  
[http://www.bop.gov/resources/health\\_care\\_mngmt.jsp](http://www.bop.gov/resources/health_care_mngmt.jsp)
  - n) Schizophrenia  
 Federal Bureau of Prisons Clinical Practice Guideline: Pharmacological Management of Schizophrenia  
[http://www.bop.gov/resources/health\\_care\\_mngmt.jsp](http://www.bop.gov/resources/health_care_mngmt.jsp)

#### 24. Quality Assurance (QA) Program

The Medical Service Provider shall implement an internal review and quality assurance program for the purposes of maintaining operations in accordance with the current PBNDS 2011, NCCHC and/or ACA.

The minimum data inputs for trending, analysis, planning, executing, and assessing the effectiveness of QA- and quality improvement (QI)-related activities and corrective actions will derive from data collected by means of formal incident reports (see below) and the IHSC electronic Quality Medical Care (QMC) Audit tool (Attachment 8). IHSC encourages facilities to collect additional data unique to the facility and its environment for use in their QA program.

The Medical Service Provider must complete and forward to the designated IHSC FMC the QMC tool report and an analysis of incident reports (Attachment 9) on a quarterly basis on the 10th of the month following the end of each fiscal year quarter (1st quarter –Oct, Nov, Dec; 2nd quarter-Jan, Feb, Mar; 3rd quarter-Apr, May, Jun; 4th quarter-Jul, Aug, Sept).

The clinical operation will be audited by IHSC every 6 months. This audit will be conducted by a designated IHSC Healthcare professional. In addition to the audit mentioned above the facility will be assessed for maintaining compliance with the NCCHC, ACA, and the current PBNDS 2011 requirements.

The QA program shall include:

- a) Participation in a multidisciplinary QI committee;
- b) Collection, trending analysis, and evaluation of data, along with planning, interventions and reassessments;
- c) Analysis of the need for ongoing education and training;
- d) On-site monitoring of health service outcomes on a regular basis through:
  - 1) Chart reviews (including investigation of complaints and quality of health)
  - 2) Review of practices for prescribing and administering medication;
  - 3) Investigation of complaints and grievances;
  - 4) Monitoring of corrective action plans;
  - 5) Reviewing all deaths, suicide attempts and illness outbreaks;
  - 6) Developing and implementing QI activities or corrective actions plans to address and resolve identified problems and concerns;
  - 7) Reevaluating problems or concerns to determine whether QI activities or corrective actions implemented achieved and sustained desired results;
  - 8) Incorporating findings of internal review activities into the organization's educational and training activities;
  - 9) Ensuring records of internal review activities comply with legal requirements on confidentiality of records.
  - 10) External peer review on an annual basis for all independently licensed medical professionals.

The Medical Service Provider will achieve full NCCHC (Adult) accreditation within twelve months of the contract award. The service provided will maintain accreditation compliance at all times for the life of the contract.

## 25. Environmental Health

The Medical Service Provider shall implement all requirements of the Environmental Health and Safety sections of the current PBNDS 2011 in the health services areas, to include all areas where medical, dental, mental health, and intake medical screening services are performed. The Medical Service Provider shall implement all general housekeeping and environmental cleaning and disinfection in all areas where medical,

dental, mental health, and intake medical screening services are rendered, including routine and terminal cleaning of medical housing and medical isolation units.

## **26. Electronic Health Record (eHR)**

The Medical Service Provider will be responsible to purchase and maintain an ONC-CCHIT commercial-off-the-shelf (COTS) eHR that is compatible with ICE Health Service Corps (IHSC) within 30 days of contract award. The Medical Service Provider shall procure and maintain their data in a GSA FedRAMP certified environment. The Government will provide the Medical Service Provider with the Government Furnished Information document for the Electronic Health Record (eHR). The Requirements Traceable Matrix (RTM) document (Attachment 10) will provide the Medical Service Provider with requirements and configurations for the eHR. The Medical Service Provider shall replicate all eHR configurations at their own expense, if an alternative and compatible product is proposed.

## **E. Detainee Voluntary Work Program (if applicable)**

The Contractor shall develop a detainee work program plan with the approval of the CO prior to receipt of the Notice to Proceed. Detainee labor shall be used in accordance with the approved detainee work plan and will be paid <sup>(b)(4)</sup> 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 may 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 ICE designee 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

(b)(7)(E)

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 ICE 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 issuance of the NTP, 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 issuance of the NTP, shall provide concurrence of the intervention equipment. The approved intervention equipment inventory shall not be modified without prior written concurrence of the CO.

The Contractor shall obtain the appropriate authority from state or local law enforcement agencies to use force as necessary to maintain the security of the facility. The use of force by the Contractor shall at all times be consistent with all applicable policies of 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 Warden/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 90 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. 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.

*See PWS Addendums for specific requirements.*

## **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 at

(b)(7)(E)

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

The Contractor 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). 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 Contractor shall retain recordings for a minimum of 90 days, or for the duration of any investigation as necessary for use by local law enforcement, ICE, or the Contractor

### **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 restricts 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 Use of Force and Restraints.”

#### **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, in accordance with PBNDS 2011, Standard 1.1 “Emergency Plans.”

## **N. 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.

## **O. Physical Plant**

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

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

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

The facility, whether new construction, expansion, or existing physical plant, shall comply with the building codes under which it was permitted at the time of original construction. Whether the facility is new construction, or an expansion of an existing physical plant fire protection and life safety issues shall be governed by the building and life safety codes under which the facility was permitted at the time of original construction.

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

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

Fire Alarm Systems and Equipment – All fire detection, communication, alarm, annunciation, suppression, and related equipment shall be operated, inspected, maintained, and tested in accordance with the edition of the applicable NEC and Life Safety Codes under which the facility was permitted at the time of original construction.

The Contractor shall provide outside lighting sufficient to illuminate the entire facility and secure perimeter, subject to ICE's visual inspection and approval.

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

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

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.

## **P. Environmental Policy Procedures:**

### **1. National Environmental Policy Act (NEPA)**

Any action funded in whole or in part by a Federal Agency, or requiring approval by a Federal Agency, must be evaluated in accordance with NEPA (42 U.S.C. § 4321) and related environmental laws and executive orders. Therefore, ICE requires the following deliverables from an offeror so that ICE may use the provided information to fulfill its obligations related to NEPA:



- a) The offeror must provide an Environmental Impact Evaluation, which shall include all necessary information for the agency to analyze the potential for environmental impact of a proposed action, assign a value to the level of impact (e.g., minor, moderate, or major), consider mitigation, and determine the level of significance; whether significant or not. An environmental impact evaluation is used by ICE to make a decision regarding the application of a CATEX, documentation in the form of an EA and FONSI, or a final EIS and ROD.
- b) ICE advises all offerors that, as part of the solicitation process, the offeror must provide information related to the environmental conditions of the proposed facility location(s). The offeror must provide a Phase I ESA conducted and reported in compliance with the ASTM International (ASTM) Designation E 1527-13, "Standard Practice for Environmental Site Assessment: Phase I Environmental Site Assessment Process." For more information on how this report will figure into any evaluation for award, reference Section L and M of this solicitation.

## 2. Other Requirements

The successful awardee of any contract for detention space will remain in compliance with federal statutes during performance of the contract including, but not limited to, the following Acts: *Clean Air, Clean Water, Endangered Species, Resource Conservation and Recovery*; and other applicable laws, regulations and requirements. The successful awardee of any contract for detention space will also comply with all applicable limitations and mitigation measures identified in any document prepared in conjunction with the contract pursuant to NEPA.

The successful awardee of any contract for detention space shall be responsible for and will indemnify and hold the Government harmless for any and all spills, releases, emissions, disposal, and discharges of any toxic or hazardous substance, any pollutant, or any waste, whether sudden or gradual, caused by or arising under the performance of the contract or any substance, material, equipment, or facility utilized. For the purposes of any environmental statute or regulation, the successful awardee will be considered the "owner and operator" for any facility utilized in the performance of the contract and shall indemnify and hold the Government harmless for the failure to adhere to any applicable law or regulation established to protect the human or physical environment. The successful awardee shall be responsible in the same manner as above regardless of whether activities leading to or causing a spill, release, emission or discharge are performed by the successful awardee, its agent or designee, a detainee, visitors, or any third party.

If any spills or releases of any toxic or hazardous substance, any pollutant, or any waste into the environment occur, the successful awardee of any contract for detention space will immediately report the incident to the Contracting Officer's Representative (COR), or other ICE-designated

official as set out in the contract. The liability for any spill or release of such regulated substances rests solely with the successful awardee and its agent.

## **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 ICE designee). 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 ICE 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. 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 ICE Firearms Policy Attachment 11.

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

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

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

The Contractor shall account for all firearms and ammunition daily.

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

All firearms shall be licensed by the State.

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

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

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

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

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

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

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

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

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

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

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

The COR is responsible for receiving the proposed safes/vaults prior to usage and vetting them through the appropriate ICE officials. 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 ICE Body Armor Policy, Attachment 12.

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;
- 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.

.....

**SECTION D:  
PACKAGING & MARKING**

**[THIS SECTION IS INTENTIONALLY LEFT BLANK]**

**[END OF SECTION D]**



## SECTION E: INSPECTION AND ACCEPTANCE

### E.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates the following clauses by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text can be accessed electronically at this internet address:

(b)(7)(E)

Clause Number	Clause Title	Date
52.246-4	Inspection of Services – Fixed Price	Aug 1996
52.246-6	Inspection of Services – Time and Material and Labor Hour	May 2001

### E.2 INSPECTION REQUIREMENTS

Review of Deliverables ---

- a. The COR will provide written acceptance, comments and/or change requests, if any, within thirty (30) business days from receipt by the Government of the initial deliverable.
- b. Upon receipt of the Government comments, the Contractor shall have fifteen (15) business days to incorporate the Government's comments and/or change requests and to resubmit the deliverable in its final form.
- c. If written acceptance, comments and/or change requests are not issued by the Government within thirty (30) calendar days of submission, the draft deliverable shall be deemed acceptable as written and the Contractor may proceed with the submission of the final deliverable product. The Contractor shall provide all deliverables to the COR in Microsoft Excel, PowerPoint or Word format.

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### **E.3 DELIVERABLES CHART (Note that some of these deliverables are due upon submission of Proposal):**

#	Deliverable	Due Date
1	Quality Control Plan	With Proposal Submission; Updated as Needed
2	Plans, Policy and Procedures Manual	Plans, Policy, Procedures Manual: 5 days after award
3	Standard Operating Procedures	Within 30 calendar days of award of contract
4	Post Orders	Within 30 calendar days of award of contract, annually and as requested by the COR.
5	Communication Plan	With Proposal Submission; Updated as Needed
6	Resumes of Key Personnel	Submitted within 5 days after award. For all new candidates, prior to Entry on Duty (EOD)
7	Organizational Chart	Within 30 calendar days of award of contract and after that anytime as requested by the COR.
8	Staffing Plan	With Proposal Submission and after that anytime as requested by the COR.
9	Documentation of employee receipt of ICE Operations Policy/Procedure Manual	As requested by COR
10	Contractor employee certification for standards of conduct	As requested by COR

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11	Contractor employee violation of standards of conduct and disciplinary action	Reported immediately* to COR
12	Notification of change in employee's health status	Notification immediately to COR (immediate verbal report, with written follow-up)
13	Employee termination, transfer, suspension, personnel action relating to disqualifying information or incidents of delinquency	Notification immediately to COR (immediate verbal report, with written follow-up)
14	Report of any on contract employee misconduct	Notification immediately to COR (immediate verbal report, with written follow-up)
15	e-QIP Security Process	Prior to Entry on Duty (EOD)
16	Physical Force Incident Reports	Reported to COR immediately (immediate verbal report, with written report within two (2) hours of incident)
17	Report of escapes	Reported to COR immediately (immediate verbal report, with written report within two (2) hours of incident)
18	Physical harm or threat to safety, health or welfare	Reported to COR immediately (immediate verbal report, with written report within 24 hours of incident)
19	Drug Test Results	Upon EOD and as requested by COR, or reported immediately to COR upon found violation
20	Emergency Call Back Roster	Quarterly or as needed
21	Finalized Training Plan, with Curriculum	Within 30 calendar days of contract award
22	Quarterly Training Forecast	Quarterly

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23	Training certification and reports for formal and on the job training (including Supervisors and refresher)	As requested by COR
24	Daily Time Sheet	As requested by COR
25	Emergency Action Plan to include Auxiliary Power procedures	No Later than the post award conference
26	Sexual Assault & Suicide Prevention Program	No later than the post award conference
27	Firearms Training Certificates	Annually
28	Employee Weapon Permit	To COR 3 days prior to EOD, and then after as requested by COR
29	Notification of employee criminal activity	Reported immediately to COR and appropriate law enforcement agency.
30	Officer Testing Questions and Results	Post award, as needed by the COR
31	Key, Tool Cabinet Inventory Class A and Class B Log	At the beginning of day and end of each shift
32	Equipment Inventory	Within 30 calendar days after award of contract, then annually or as requested by COR
33	Intervention Equipment Inventory	Within 30 calendar days after award of contract, then annually or as requested by COR
34	Regular Tool Control Log	Monthly
35	Detainee Volunteer Work Screening Form (Request Form)	As required

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36	Detainee Volunteer Work Program Training Form	As required
37	ACA Accreditation	Within 18 months of contract award
38	Proposed daily transportation routes	Within 30 calendar days of contract award
39	Safety Devices/Equipment Training Plan	Quarterly
40	Chemical Perpetual Inventory Sheet	As requested by COR
41	Compliance and Independent Audit Report	Annually
42	Key Indicators Report	Monthly, by 5 <sup>th</sup> of each month for previous month's data
43	General Supply/Inventory Plan	Within 30 calendar days after award of contract, then annually or as requested by COR
44	Commissary Inventory List	As requested by COR
45	Statement of Detainee Funds Accounts	As requested by COR
46	IT Security Plan	Within 30 calendar days after award of contract
47	Finalized List of Approved Food Vendors	Within 30 calendar days after award of contract and upon any changes thereafter
48	Prime Vendor/Food Service Expenditures	As requested by COR
49	Employee Meal Ticket Sales Report	As requested by COR
50	Number of Meals Served/Daily Meal Count	Quarterly or as requested by COR

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51	Detainee Records	Continuous
52	Detainee Death	Reported immediately to COR (immediate verbal report, with written report within two (2) hours of incident)
53	Detainee Departure Documents	Continuous, prior to detainee departing.
54	Detainee Volunteer Food Service Worker Contingency Plan	Within 30 calendar days of award of contract and after that anytime as requested by the COR.
55	35 Day Regular Menu	Monthly
56	Physical damage to the facility documentation	Immediate verbal report to COR, with written report within five (5) days.
57	Detainee Special Needs Menu	As requested by COR
58	Daily Diet List (Medical & Religious)	As requested by COR
59	Holiday Menus	Annually
60	Emergency Food Preparation and Service Schedule	Within 30 calendar days of award of contract
61	ACA Temperature Log Report (refrigerators, freezers, dishwasher temperatures and water)	As requested by COR
62	Food Service Weekly Inspection Log	Weekly or as requested by COR
63	Food Handler Certification	Maintained for all food service employees at all times, as requested by COR
64	Food and Non-Food Inventory	Monthly or as requested by COR

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65	Maintenance Service Work Orders	As requested by COR
66	Common Fare Cost for Detainees	Quarterly, or as requested by COR
67	Authorized Detainee Worker List Weekly Schedule	Weekly, or as requested by COR
68	Detainee Volunteer Food Service Work Detail Pay List	Monthly
69	Monthly Medical Inspection Corrective Actions	Monthly
70	Certified Dietician In- Service Staff Training and Department Inspection	Quarterly, or as requested by the COR
71	Medical Clearance including TB test	For all new employees and after diagnosed with illness or communicable disease. Employees must be re-examined and medically cleared before returning to work. TB test certification annually.
72	Vehicle inventory log and interior specification for each vehicle type	Within 30 calendar days of award of contract, annually and as requested by COR
73	Menu Cycle (Revisions and Registered Dietician Recertification of all menus)	Annually
74	End of Month Food Service Cost Report, including Cost Per Meal Data	Annually
75	Firearms Control Register	As requested by COR



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76	Surveillance Video	As requested by COR
77	Detainee or Contractor Employee Contraband Found Report	Immediately to COR (immediate verbal report, with written follow-up)
78	Staff Vacancy Report	To COR by 5 <sup>th</sup> of each month for previous month's data
79	Additional Reports as requested by the COR	As needed
80	Notice of facility readiness	10 days prior to the end of the Transition Period
81	Records related to performance by contractor	As requested by CO or COR at any time during the term of the contract or at termination/expiration.
82	Litigation	As requested by CO or COR at any time during the term of the contract or at/after termination/expiration.
83	Congressional Inquiry	Immediately to COR and CO (immediate verbal report, with written follow-up) to FOD, DFOD, COR, and CO
84	Press statements and/or releases	To FOD, DFOD & COR prior to release
85	Correctional Officer assignment, Names of Supervisory Correctional Officers, and Shift Rosters	As requested by COR
86	Overnight lodging requests	Advance of commencement of overnight trip
87	Non-returned ID Badges/Credentials	Immediately to COR
88	Intelligence Information	Immediately to COR
89	Serious Incidents	Immediately to COR

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90	Contractor Employee Manual	Within 30 calendar days of award of contract and after that anytime as requested by the COR.
91	Any requested Detainee medical documentation	Immediately to COR
92	Medical and Personnel Records of Contractor Employees	As requested by COR
93	Contractor Business Permits and Licenses	Within 30 calendar days of award of contract and after that anytime as
94	Contractor Employee Registrations, Commissions, Permits, and Licenses	Prior to EOD and then after, as requested by COR
95	Correctional Officer Post Assignment Record	As requested by COR
96	Count Records	As requested by COR
97	GSA Form 139 or ICE equivalent	As requested by COR
98	Authorization to exceed a change in duty	To COR for approval prior to commencement of change of duty
99	Lost and Found	As requested by COR
100	Security incidents – computers	To COR within four (4) hours of incident
101	Daily Detainee Manifest	As requested by COR

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102	Contract Discrepancy Report, Corrective Action Plan, or outcome measures required by any inspection or accreditation review, QASP or PBNDS requirements	As outlined within the requiring document
103	Spill Report	Immediately to COR
104	Transition-Out	1 week after notification of Transition to New Vendor
106	Operational Data/Metrics Summary	Due within three (3) days of request

*\*The word “immediately” or “immediate,” as used above in the Deliverables Chart is defined as “as soon as reasonably possible.” The Contractor should use prudent and reasonable judgement to determine the timeframe necessary to notify the Government as defined above based on the situation, but it should not exceed a reasonable timeframe to notify the Government. For example, a reasonable timeframe for reporting a physical force incident to the Government is as soon as the incident that required a physical force response has been contained. A reasonable timeframe to notify the Government of an attempted escape is after the detainee is back, safely within the confines of the building. A reasonable timeframe to report an actual escape in which the Contractor does not locate the detainee is as soon as the Contractor realizes there has been an escape. In the case of a conflict between the Program Office and the Contractor on a reasonable timeframe, the Contracting Officer will determine the appropriate reasonable timeframe.*

### **E.4 ACCEPTANCE CRITERIA**

The Government will provide written notification of acceptance or rejection of all final deliverables within thirty (30) calendar days. Absent written notification, final deliverables may be construed as accepted. All notifications of rejection will be accompanied with an explanation of the specific deficiencies causing the rejection.

**[END OF SECTION E]**

## **SECTION F: DELIVERIES OR PERFORMANCE**

### **F.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)**

This contract incorporates the following clauses by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text can be accessed electronically at this internet address: (b)(7)(E)

Clause Number	Clause Title	Date
52.242-15	Stop Work Order	Aug 1989
52.242-17	Government Delay of Work	Apr 1984

### **F.2 PERIOD OF PERFORMANCE**

Each contract, when awarded, will have an anticipated period of performance which will include a base period of five (5) years and two additional five (5) year options. Included in the base period will be a sixty (60) day transition period (if necessary).

The anticipated period of performance for all requirements will be as follows:

Period of Performance	Dates
Base Period	12/20/2019 – 12/19/2024
Option Period 1	12/20/2024 – 12/19/2029
Option Period 2	12/20/2029 – 12/19/2034

### **F.3 PLACE OF PERFORMANCE:**

Address of Facility: 7488 Calzada de la Fuente San Diego, CA 92154.

### **F.4 CONTRACTOR EVALUATING PROCEDURES:**

The Government will issue Contractor performance ratings for each awarded requirement via the Contractor Performance Assessment Reporting System (CPARS) in accordance with FAR 42.1502. The CPARS website is located: <http://www.cpars.gov>.

**[END OF SECTION F]**

## **SECTION G: CONTRACT ADMINISTRATION DATA**

### **G.1 CONTRACT ADMINISTRATION**

Notwithstanding the Contractors' responsibility for total management responsibility during the performance of this contract(s), the administration of the contract(s) will require maximum coordination between ICE and the Contractor.

The Government points of contact for any resulting contract(s) shall be identified at time of award.

### **G.2 CONTRACTING OFFICER'S REPRESENTATIVE**

The following individual is designated and authorized by the CO to perform contract administration functions related to the technical performance of this contract(s).

#### *Reference Contract Award Document*

(a) The Contracting Officer (CO) may designate Government personnel to act as the Contracting Officer's Representative(s) (COR) to perform functions under the contract such as review or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The CO will provide a written notice of such designation to the Contractor within five (5) working days after contract award. The designation letter will set forth the authorities and limitations of the COR under the contract.

(b) The CO cannot authorize the COR or any other representative to sign documents, such as contracts, contract modifications, etc., that require the signature of the CO.

### **G.3 INVOICE REQUIREMENTS**

In accordance with Section G, Contract Administration Data, invoices shall be submitted as follows:

Service Providers/Contractors shall use these procedures when submitting an invoice.

1. Invoice Submission: Invoices shall be submitted in a ".pdf" format in accordance with the contract terms and conditions, via email, United States Postal Service (USPS) or facsimile as follows:

a) Email:

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- (b)(7)(E)@ice.dhs.gov
- Contracting Officer Representative (COR) or Government Point of Contact (GPOC)
- Contract Specialist/Contracting Officer

Each email shall contain only (1) invoice and the invoice number shall be indicated on the subject line of the email.

### b) USPS:

DHS, ICE  
Financial Operations - Burlington  
P.O. Box 1620  
Williston, VT 05495-1620

ATTN: *(utilize code below based on which requirement)*

#### Codes:

Requirements (b)(7)(E)

Requirement (b)(7)(E)

Requirement

The Contractors Data Universal Numbering System (DUNS) Number must be registered and active in the System for Award Management (SAM) at <https://www.sam.gov> prior to award and shall be notated on every invoice submitted to ensure prompt payment provisions are met. The ICE program office identified in the task order/contract shall also be notated on every invoice.

### c) Facsimile:

Alternative Invoices shall be submitted to: (802)-288-7658

Submissions by facsimile shall include a cover sheet, point of contact and the number of total pages. The Service Provider's or Contractor's Dunn and Bradstreet (D&B) DUNS Number must be registered in the System for Award Management (SAM) at <https://www.sam.gov> prior to award and shall be notated on every invoice submitted to ensure prompt payment provisions are met. The ICE program office identified in the task order/contract shall also be notated on every invoice.

2. Content of Invoices: Each invoice shall contain the following information in accordance with 52.212-4 (g), as applicable:

(i). Name and address of the Service Provider/Contractor. Note: the name, address and DUNS number on the invoice MUST match the information in both the Contract/Agreement and the information in the SAM. If payment is remitted to another

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entity, the name, address and DUNS information of that entity must also be provided which will require Government verification before payment can be processed;

(ii). Dunn and Bradstreet (D&B) DUNS Number;

(iii). Invoice date and invoice number;

(iv). Agreement/Contract number, contract line item number and, if applicable, the order number;

(v). Description, quantity, unit of measure, unit price, extended price and period of performance of the items or services delivered;

(vi). If applicable, shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vii). Terms of any discount for prompt payment offered;

(viii). Remit to Address;

(ix). Name, title, and phone number of person to resolve invoicing issues;

(x). ICE program office designated on order/contract/agreement and

(xi). Mark invoice as “Interim” (Ongoing performance and additional billing expected) and “Final” (performance complete and no additional billing)

(xii). Electronic Funds Transfer (EFT) banking information in accordance with 52.232-33 Payment by Electronic Funds Transfer – System for Award Management or 52.232-34, Payment by Electronic Funds Transfer – Other than System for Award Management.

**3. Invoice Supporting Documentation.** To ensure payment, the vendor must submit supporting documentation which provides substantiation for the invoiced costs to the Contracting Officer Representative (COR) or Point of Contact (POC) identified in the contract. Invoice charges must align with the contract CLINs. Supporting documentation is required when guaranteed minimums are exceeded and when allowable costs are incurred.

Details are as follows:

(i). **Guaranteed Minimums.** If a guaranteed minimum is not exceeded on a CLIN(s) for the invoice period, no supporting documentation is required. When a guaranteed minimum is exceeded on a CLIN (s) for the invoice period, the Contractor is required to submit, along with the invoice, supporting documentation for all detention services provided during the invoice period which provides the information described below:



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- Bed day rate;
- Detainees check-in and check-out dates;
- Number of bed days multiplied by the bed day rate;
- Name of each detainee;
- Detainees identification information

(ii). Allowable Incurred Cost. Fixed Price Items (items for allowable incurred costs, such as transportation services, stationary guard or escort services, transportation mileage or other Minor Charges such as sack lunches and detainee wages): shall be fully supported with documentation substantiating the costs and/or reflecting the established price in the contract and shall be submitted in .pdf format:

a. Detention Bed Space Services. For detention bed space CLINs without a GM, the supporting documentation must include:

- Bed day rate;
- Detainees check-in and check-out dates;
- Number of bed days multiplied by the bed day rate;
- Name of each detainee;
- Detainees identification information

b. Transportation Services: For transportation CLINs without a GM, the supporting documentation must include:

- Mileage rate being applied for that invoice;
- Number of miles;
- Transportation routes provided;
- Locations serviced;
- Names of detainees transported;
- Itemized listing of all other charges; and,
- For reimbursable expenses (e.g. travel expenses, special meals, etc.) copies of all receipts.

c. Stationary Guard Services: The itemized monthly invoice shall state:

- The location where the guard services were provided,
- The employee guard names and number of hours being billed,
- The employee guard names and duration of the billing (times and dates), and
- for individual or detainee group escort services only, the name of the detainee(s) that was/were escorted.

d. Other Direct Charges (e.g. VTC support, transportation meals/sack lunches, volunteer detainee wages, etc.):

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1) The invoice shall include appropriate supporting documentation for any direct charge billed for reimbursement. For charges for detainee support items (e.g. meals, wages, etc.), the supporting documentation should include the name of the detainee(s) supported and the date(s) and amount(s) of support.

(iii) Firm Fixed-Price CLINs. Supporting documentation is not required for charges for FFP CLINs.

4. Safeguarding Information: As a contractor or vendor conducting business with Immigration and Customs Enforcement (ICE), you are required to comply with DHS Policy regarding the safeguarding of Sensitive Personally Identifiable Information (PII). Sensitive PII is information that identifies an individual, including an alien, and could result in harm, embarrassment, inconvenience or unfairness. Examples of Sensitive PII include information such as: Social Security Numbers, Alien Registration Numbers (A-Numbers), or combinations of information such as the individual's name or other unique identifier and full date of birth, citizenship, or immigration status.

As part of your obligation to safeguard information, the following precautions are required:

(i) Email supporting documents containing Sensitive PII in an encrypted attachment with password sent separately to the Contracting Officer Representative assigned to the contract.

(ii) Never leave paper documents containing Sensitive PII unattended and unsecured. When not in use, these documents will be locked in drawers, cabinets, desks, etc. so the information is not accessible to those without a need to know.

(iii) Use shredders when discarding paper documents containing Sensitive PII.

(iv) Refer to the DHS Handbook for Safeguarding Sensitive Personally Identifiable Information (March 2012) found at <http://www.dhs.gov/xlibrary/assets/privacy/dhs-privacy-safeguardingsensitivepiihandbook-march2012.pdf> for more information on and/or examples of Sensitive PII.

5. Invoice Inquiries. If you have questions regarding payment, please contact ICE Financial Operations at 1-877-491-(b)(7)(E) or by e-mail at (b)(7)(E)@ice.dhs.gov.

Invoices without the above information may be returned for resubmission.

The preferred method of submittal is email.

**[END OF SECTION G]**

## **SECTION H: SPECIAL CONTRACT REQUIREMENTS**

### **1.1 CONTRACTOR'S INSURANCE**

The Contractor shall maintain insurance in an amount not less than \$3,000,000 to protect the Contractor from claims under workman's compensation acts and from any other claims for damages for personal injury, including death which may arise from operations under this contract whether such operations by the Contractor itself or by any subcontractor or anyone directly or indirectly employed by either business entity. The Contractor shall maintain General Liability insurance: bodily injury liability coverage written on a comprehensive form of policy of at least \$500,000 per occurrence is required.

Additionally, an automobile liability insurance policy providing for bodily injury and property damage liability covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property coverage. Certificates of such insurance shall be subject to the approval of the CO for adequacy of protection. All insurance certificates required under this contract shall provide 30 days' notice to the Government of any contemplated cancellation.

The Contractor shall provide that all staff having access to detainee monies and valuables are bonded in an amount sufficient to ensure reimbursement to the detainee by the Contractor in case of loss.

### **1.2 ICE Information Governance and Privacy Requirements Clause (JUL 2017)**

#### **A. Limiting Access to Privacy Act and Other Sensitive Information**

##### *(1) Privacy Act Information*

In accordance with FAR 52.224-1 Privacy Act Notification (APR 1984), and FAR 52.224-2 Privacy Act (APR 1984), if this contract requires contractor personnel to have access to information protected by the Privacy Act of 1974 the contractor is advised that the relevant DHS system of records notices (SORNs) applicable to this Privacy Act information may be found at [www.dhs.gov/privacy](http://www.dhs.gov/privacy). Applicable SORNS of other agencies may be accessed through the agencies' websites or by searching FDsys, the Federal Digital System, available at <http://www.gpo.gov/fdsys/>. SORNs may be updated at any time.

##### *(2) Prohibition on Performing Work Outside a Government Facility/Network/Equipment*

The Contractor shall perform all tasks on authorized Government networks, using Government-furnished IT and other equipment and/or Workplace as a Service (WaaS) if WaaS is authorized by the statement of work. Government information shall remain within the confines of authorized Government networks at all times. Except where telework is specifically authorized

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within this contract, the Contractor shall perform all tasks described in this document at authorized Government facilities; the Contractor is prohibited from performing these tasks at or removing Government-furnished information to any other facility; and Government information shall remain within the confines of authorized Government facilities at all times. Contractors may only access classified materials on government furnished equipment in authorized government owned facilities regardless of telework authorizations.

### *(3) Prior Approval Required to Hire Subcontractors*

The Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (Subcontractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under or relating to this contract. The Contractor (and any Subcontractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.

### *(4) Separation Checklist for Contractor Employees*

Contractor shall complete a separation checklist before any employee or Subcontractor employee terminates working on the contract. The separation checklist must verify: (1) return of any Government-furnished equipment; (2) return or proper disposal of sensitive personally identifiable information (PII), in paper or electronic form, in the custody of the employee or Subcontractor employee including the sanitization of data on any computer systems or media as appropriate; and (3) termination of any technological access to the Contractor's facilities or systems that would permit the terminated employee's access to sensitive PII. In the event of adverse job actions resulting in the dismissal of an employee or Subcontractor employee, the Contractor shall notify the Contracting Officer's Representative (COR) within 24 hours. For normal separations, the Contractor shall submit the checklist on the last day of employment or work on the contract.

As requested, contractors shall assist the ICE Point of Contact (ICE/POC), Contracting Officer, or COR with completing ICE Form 50-005/Contractor Employee Separation Clearance Checklist by returning all Government-furnished property including but not limited to computer equipment, media, credentials and passports, smart cards, mobile devices, PIV cards, calling cards, and keys and terminating access to all user accounts and systems.

## B. Privacy Training, Safeguarding, and Remediation

***If the Safeguarding of Sensitive Information (MAR 2015) and Information Technology Security and Privacy Training (MAR 2015) clauses are included in this contract, section B of this clause is deemed self-deleting.***

### *(1) Required Security and Privacy Training for Contractors*

Contractor shall provide training for all employees, including Subcontractors and independent contractors who have access to sensitive personally identifiable information (PII) as well as the creation, use, dissemination and/or destruction of sensitive PII at the outset of the employee's work on the contract and every year thereafter. Training must include procedures on how to properly handle sensitive PII, including security requirements for the transporting or transmission of sensitive PII, and reporting requirements for a suspected breach or loss of

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sensitive PII. All Contractor employees are required to take the *Privacy at DHS: Protecting Personal Information* training course. This course, along with more information about DHS security and training requirements for Contractors, is available at [www.dhs.gov/dhs-security-and-training-requirements-contractors](http://www.dhs.gov/dhs-security-and-training-requirements-contractors). The Federal Information Security Management Act (FISMA) requires all individuals accessing ICE information to take the annual Information Assurance Awareness Training course. These courses are available through the ICE intranet site or the Agency may also make the training available through hypertext links or CD. The Contractor shall maintain copies of employees' certificates of completion as a record of compliance and must submit an annual e-mail notification to the ICE Contracting Officer's Representative that the required training has been completed for all the Contractor's employees.

### *(2) Safeguarding Sensitive PII Requirement*

Contractor employees shall comply with the Handbook for Safeguarding sensitive PII at DHS at all times when handling sensitive PII, including the encryption of sensitive PII as required in the Handbook. This requirement will be flowed down to all subcontracts and lower tiered subcontracts as well.

### *(3) Non-Disclosure Agreement Requirement*

All Contractor personnel that may have access to PII or other sensitive information shall be required to sign a Non-Disclosure Agreement (DHS Form 11000-6) prior to commencing work. The Contractor shall maintain signed copies of the NDA for all employees as a record of compliance. The Contractor shall provide copies of the signed NDA to the Contracting Officer's Representative (COR) no later than two (2) days after execution of the form.

### *(4) Prohibition on Use of PII in Vendor Billing and Administrative Records*

The Contractor's invoicing, billing, and other financial/administrative records/databases may not store or include any sensitive Government information, such as PII that is created, obtained, or provided during the performance of the contract. It is acceptable to list the names, titles and contact information for the Contracting Officer, Contracting Officer's Representative, or other ICE personnel associated with the administration of the contract in the invoices as needed.

### *(5) Reporting Suspected Loss of Sensitive PII*

Contractors must report the suspected loss or compromise of sensitive PII to ICE in a timely manner and cooperate with ICE's inquiry into the incident and efforts to remediate any harm to potential victims.

1. The Contractor must develop and include in its security plan (which is submitted to ICE) an internal system by which its employees and Subcontractors are trained to identify and report the potential loss or compromise of sensitive PII.

2. The Contractor must report the suspected loss or compromise of sensitive PII by its employees or Subcontractors to the ICE Security Operations Center (480-496-(b)(7)(E)) the Contracting Officer's Representative (COR), and the Contracting Officer within one (1) hour of the initial discovery.
3. The Contractor must provide a written report to ICE within 24 hours of the suspected

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loss or compromise of sensitive PII by its employees or Subcontractors. The report must contain the following information:

- a. Narrative or detailed description of the events surrounding the suspected loss or compromise of information.
- b. Date, time, and location of the incident.
- c. Type of information lost or compromised.
- d. Contractor's assessment of the likelihood that the information was compromised or lost and the reasons behind the assessment.
- e. Names of person(s) involved, including victim, Contractor employee/Subcontractor and any witnesses.
- f. Cause of the incident and whether the company's security plan was followed and, if not, which specific provisions were not followed.
- g. Actions that have been or will be taken to minimize damage and/or mitigate further compromise.
- h. Recommendations to prevent similar situations in the future, including whether the security plan needs to be modified in any way and whether additional training may be required.

4. The Contractor shall provide full access and cooperation for all activities determined by the Government to be required to ensure an effective incident response, including providing all requested images, log files, and event information to facilitate rapid resolution of sensitive information incidents.

5. At the Government's discretion, Contractor employees or Subcontractor employees may be identified as no longer eligible to access sensitive PII or to work on that contract based on their actions related to the loss or compromise of sensitive PII.

### 6. Victim Remediation

The Contractor is responsible for notifying victims and providing victim remediation services in the event of a loss or compromise of sensitive PII held by the Contractor, its agents, or its Subcontractors, under this contract. Victim remediation services shall include at least 18 months of credit monitoring and, for serious or large incidents as determined by the Government, call center help desk services for the individuals whose sensitive PII was lost or compromised. The Contractor and ICE will collaborate and agree on the method and content of any notification that may be required to be sent to individuals whose sensitive PII was lost or compromised.

## C. Government Records Training, Ownership, and Management

### *(1) Records Management Training and Compliance*

- (a) The Contractor shall provide DHS basic records management training for all employees and Subcontractors that have access to sensitive PII as well as to those involved in the creation, use, dissemination and/or destruction of sensitive PII. This training will be provided at the outset of the Subcontractor's/employee's work on the contract and every year thereafter. This training can be obtained via links on the ICE intranet site or it may

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be made available through other means (e.g., CD or online). The Contractor shall maintain copies of certificates as a record of compliance and must submit an e-mail notification annually to the Contracting Officer's Representative verifying that all employees working under this contract have completed the required records management training.

- (b) The Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format, mode of transmission, or state of completion.

### *(2) Records Creation, Ownership, and Disposition*

- (a) The Contractor shall not create or maintain any records not specifically tied to or authorized by the contract using Government IT equipment and/or Government records or that contain Government Agency data. The Contractor shall certify in writing the destruction or return of all Government data at the conclusion of the contract or at a time otherwise specified in the contract.
- (b) Except as stated in the Performance Work Statement and, where applicable, the Contractor's Commercial License Agreement, the Government Agency owns the rights to all electronic information (electronic data, electronic information systems or electronic databases) and all supporting documentation and associated metadata created as part of this contract. All deliverables (including all data and records) under the contract are the property of the U.S. Government and are considered federal records, for which the Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein. The Contractor must deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.
- (c) The Contractor shall not retain, use, sell, disseminate, or dispose of any government data/records or deliverables without the express written permission of the Contracting Officer or Contracting Officer's Representative. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. § 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the Agency records schedules.

## **D. Data Privacy and Oversight**

***Section D applies to information technology (IT) contracts. If this is not an IT contract, section D may read as self-deleting.***

### *(1) Restrictions on Testing or Training Using Real Data Containing PII*

The use of real data containing sensitive PII from any source for testing or training purposes is generally prohibited. The Contractor shall use synthetic or de-identified real data for testing or training whenever feasible. ICE policy requires that any proposal to use of real data or de-identified data for IT system testing or training be approved by the ICE Privacy Officer and



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Chief Information Security Officer (CISO) in advance. In the event performance of the contract requires or necessitates the use of real data for system-testing or training purposes, the Contractor in coordination with the Contracting Officer or Contracting Officer's Representative and Government program manager shall obtain approval from the ICE Privacy Office and CISO and complete any required documentation.

***If this IT contract contains the Safeguarding of Sensitive Information (MAR 2015) and Information Technology Security and Privacy Training (MAR 2015) clauses, section D(2) of this clause is deemed self-deleting.***

### *(2) Requirements for Contractor IT Systems Hosting Government Data*

The Contractor is required to obtain a Certification and Accreditation for any IT environment owned or controlled by the Contractor or any Subcontractor on which Government data shall reside for the purposes of IT system development, design, data migration, testing, training, maintenance, use, or disposal.

### *(3) Requirement to Support Privacy Compliance*

(a) The Contractor shall support the completion of the Privacy Threshold Analysis (PTA) document when it is required. PTAs are triggered by the creation, modification, upgrade, or disposition of an IT system, and must be renewed at least every three years. Upon review of the PTA, the DHS Privacy Office determines whether a Privacy Impact Assessment (PIA) and/or Privacy Act System of Records Notice (SORN), or modifications thereto, are required.

The Contractor shall provide adequate support to complete the PIA in a timely manner, and shall ensure that project management plans and schedules include the PTA, PIA, and SORN (to the extent required) as milestones. Additional information on the privacy compliance process at DHS, including PTAs, PIAs, and SORNs, is located on the DHS Privacy Office website ([www.dhs.gov/privacy](http://www.dhs.gov/privacy)) under "Compliance." DHS Privacy Policy Guidance Memorandum 2008-02 sets forth when a PIA will be required at DHS, and the Privacy Impact Assessment Guidance and Template outline the requirements and format for the PIA.

(b) If the contract involves an IT system build or substantial development or changes to an IT system that may require privacy documentation, the Contractor shall assign or procure a Privacy Lead, to be listed under "Key Personnel." The Privacy Lead shall be responsible for providing adequate support to DHS to ensure DHS can complete any required PTA, PIA, SORN, or other supporting documentation to support privacy compliance. The Privacy Lead shall work with personnel from the program office, the ICE Privacy Office, the Office of the Chief Information Officer, and the Records Management Branch to ensure that the privacy documentation is kept on schedule, that the answers to questions in the PIA are thorough and complete, and that questions asked by the ICE Privacy Office and other offices are answered in a timely fashion. The Privacy Lead:

- Must have excellent writing skills, the ability to explain technology clearly for a non-technical audience, and the ability to synthesize information from a variety of sources.
- Must have excellent verbal communication and organizational skills.
- Must have experience writing PIAs. Ideally the candidate would have experience writing PIAs for DHS.

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- Must be knowledgeable about the Privacy Act of 1974 and the E-Government Act of 2002.
- Must be able to work well with others.

(c) If a Privacy Lead is already in place with the program office and the contract involves IT system builds or substantial changes that may require privacy documentation, the requirement for a separate Privacy Lead specifically assigned under this contract may be waived provided the Contractor agrees to have the existing Privacy Lead coordinate with and support the ICE Privacy POC to ensure privacy concerns are proactively reviewed and so ICE can complete any required PTA, PIA, SORN, or other supporting documentation to support privacy compliance if required. The Contractor shall work with personnel from the program office, the ICE Office of Information Governance and Privacy, and the Office of the Chief Information Officer to ensure that the privacy documentation is kept on schedule, that the answers to questions in any privacy documents are thorough and complete, that all records management requirements are met, and that questions asked by the ICE Privacy Office and other offices are answered in a timely fashion.

**[END OF SECTION H]**

## SECTION I: CONTRACT CLAUSES

### I.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates the following clauses by reference with the same force and effect as if they were given in full text. Upon request, the CO will make their full text available. Also, the full text can be accessed electronically at this internet address:

(b)(7)(E)

Number	Titles	DATE
52.202-1	Definitions	Nov 2013
52.203-6	Restrictions on Subcontractor Sales to the Government	Sep 2006
52.203-12	Limitations on Payments to Influence Certain Federal Transactions	Oct 2010
52.203-13	Contractor Code of Business Ethics and Conduct	Oct 2015
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights	Apr 2014
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	Jan 2017
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	May 2011
52.204-9	Personal Identity Verification of Contractor Personnel	Jan 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	Oct 2018
52.204-13	System for Award Management Maintenance	Oct 2018
52.204-15	Service Contract Reporting Requirements for Indefinite - Delivery Contracts	Oct 2016
52.204-18	Commercial and Government Entity Code Maintenance	Jul 2016
52.204-19	Incorporation by Reference of Representations and Certifications	Dec 2014
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	Jun 2016
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	Jul 2018
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.	Aug 2019
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	Oct 2015
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	Oct 2018

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52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	Nov 2015
52.212-4	Contract Terms and Conditions- Commercial Items	Oct 2018
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	Oct 2014
52.219-8	Utilization of Small Business Concerns	Oct 2018
52.219-9	Small Business Subcontracting Plan	Aug 2018
52.219-16	Liquidated Damages-Subcontracting Plan	Jan 1999
52.219-28	Post-Award Small Business Program Representation	Jul 2013
52.222-1	Notice to the Government of Labor Disputes	Feb 1997
52.222-3	Convict Labor	Jun 2003
52.222-17	Non-displacement of Qualified Workers	May 2014
52.222-21	Prohibition of Segregated Facilities	Apr 2015
52.222-26	Equal Opportunity	Sep 2016
52.222-37	Employment Reports on Veterans	Feb 2016
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	Dec 2010
52.222-41	Service Contract Labor Standards	Aug 2018
52.222-43	Fair Labor Standards Act and Service Contract Labor Standards - Price Adjustment (Multiple Year and Option Contracts)	Aug 2018
52.222-50	Combating Trafficking in Persons	Jan 2019
52.222-54	Employment Eligibility Verification	Oct 2015
52.222-55	Minimum Wages Under Executive Order 13658	Dec 2015
52.222-62	Paid Sick Leave Under Executive Order 13706	Jan 2017
52.223-6	Drug-Free Workplace	May 2001
52.223-18	Contractor Policies to Ban Text Messaging While Driving	Aug 2011
52.223-19	Compliance with Environmental Management Systems	May 2011
52.224-1	Privacy Act Notification	Apr 1984
52.224-2	Privacy Act	Apr 1984
52.224-3	Privacy Training	Jan 2017
52.225-13	Restrictions on Certain Foreign Purchases	Jun 2008
52.226-6	Promoting Excess Food Donation to Nonprofit Organizations	May 2014
52.227-1	Authorization and Consent	Dec 2007
52.229-3	Federal, State, and Local Taxes	Feb 2013
52.232-1	Payments	Apr 1984
52.232-7	Payments under Time-and-Materials and Labor-Hour Contracts	Aug 2012
52.232-8	Discounts for Prompt Payment	Feb 2002
52.232-9	Limitation on Withholding of Payments	Apr 1984
52.232-11	Extras	Apr 1984
52.232-17	Interest	May 2014
52.232-18	Availability of Funds	Apr 1984
52.232-23	Assignment of Claims	May 2014
52.232-25	Prompt Payment	Jan 2017
53.232-33	Payment by Electronic Funds - System for Award Management	Oct 2018

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52.232-39	Unenforceability of Unauthorized Obligations	Jun 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	Dec 2013
52.233-1	Disputes	May 2014
52.233-3	Protest after Award	Aug 1996
52.233-4	Applicable Law for Breach of Contract Claim	Oct 2004
52.239-1	Privacy or Security Safeguards	Aug 1996
52.242-5	Payments to Small Business Subcontractors	Jan 2017
52.244-5	Competition in Subcontracting	Dec 1996
52.245-1	Government Property	Jan 2017
52.245-9	Use and Charges	Apr 2012
52.249-2	Termination for Convenience of the Government –Fixed Price	Apr 2012
52.249-8	Default (Fixed Price Supply and Service)	Apr 1984
52.253-1	Computer Generated Forms	Jan 1991

### I.2 FAR CLAUSES INCORPORATED BY FULL TEXT

#### 52.204-21 Basic Safeguarding of Covered Contractor Information Systems (Jun 2016)

(a) *Definitions.* As used in this clause--

“Covered contractor information system” means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

“Federal contract information” means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

“Information” means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

“Safeguarding” means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

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(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

- (i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
- (ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
- (iii) Verify and control/limit connections to and use of external information systems.
- (iv) Control information posted or processed on publicly accessible information systems.
- (v) Identify information system users, processes acting on behalf of users, or devices.
- (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
- (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
- (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
- (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
- (x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
- (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
- (xii) Identify, report, and correct information and information system flaws in a timely manner.
- (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

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(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of Clause)

### **52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (Oct 2019)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (*Jul 2018*) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (*Aug 2019*) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (*Nov 2015*).

(5) 52.233-3, Protest After Award (*Aug 1996*) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (*Oct 2004*) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial



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items:

**X** - (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (*Sept* 2006), with Alternate I (*Oct* 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

**X** - (2) 52.203-13, Contractor Code of Business Ethics and Conduct (*Oct* 2015) (41 U.S.C. 3509)).

**X** - (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (*June* 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

**X** (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (*Oct* 2018) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) [Reserved].

**X** (6) 52.204-14, Service Contract Reporting Requirements (*Oct* 2016) (Pub. L. 111-117, section 743 of Div. C).

**X** (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (*Oct* 2016) (Pub. L. 111-117, section 743 of Div. C).

**X** (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (*Oct* 2015) (31 U.S.C. 6101 note).

**X** (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (*Oct* 2018) (41 U.S.C. 2313).

\_\_\_ (10) [Reserved].

\_\_\_ (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (*Nov* 2011) (15 U.S.C. 657a).

\_\_\_ (ii) Alternate I (*Nov* 2011) of 52.219-3.

\_\_\_ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (*Oct* 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_ (ii) Alternate I (*Jan* 2011) of 52.219-4.

\_\_\_ (13) [Reserved]

\_\_\_ (14) (i) 52.219-6, Notice of Total Small Business Set-Aside (*Nov* 2011) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (*Nov* 2011).

\_\_\_ (iii) Alternate II (*Nov* 2011).

\_\_\_ (15)

(i) 52.219-7, Notice of Partial Small Business Set-Aside (*June* 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (*Oct* 1995) of 52.219-7.

\_\_\_ (iii) Alternate II (*Mar* 2004) of 52.219-7.

\_\_\_ (16) 52.219-8, Utilization of Small Business Concerns (*Oct* 2018) (15 U.S.C. 637(d)(2) and (3)).

\_\_\_ (17)

(i) 52.219-9, Small Business Subcontracting Plan (*Aug* 2018) (15 U.S.C. 637(d)(4))

**X** (ii) Alternate I (*Nov* 2016) of 52.219-9.

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- \_\_\_ (iii) Alternate II (*Nov 2016*) of 52.219-9.
- \_\_\_ (iv) Alternate III (*Nov 2016*) of 52.219-9.
- \_\_\_ (v) Alternate IV (*Aug 2018*) of 52.219-9.
- \_\_\_ (18) 52.219-13, Notice of Set-Aside of Orders (*Nov 2011*) (15 U.S.C. 644(r)).
- X** (19) 52.219-14, Limitations on Subcontracting (*Jan 2017*) (15 U.S.C.637(a)(14)).
- \_\_\_ (20) 52.219-16, Liquidated Damages-Subcontracting Plan (*Jan 1999*) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (*Oct 2019*) (15 U.S.C. 657f).
- \_\_\_ (22) 52.219-28, Post Award Small Business Program Representation (*Jul 2013*) (15 U.S.C. 632(a)(2)).
- \_\_\_ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (*Dec 2015*) (15 U.S.C. 637(m)).
- \_\_\_ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (*Dec 2015*) (15 U.S.C. 637(m)).
- X** (25) 52.222-3, Convict Labor (*June 2003*) (E.O.11755).
- X** (26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (*Oct 2019*) (E.O.13126).
- X** (27) 52.222-21, Prohibition of Segregated Facilities (*Apr 2015*).
- X** (28) (i) 52.222-26, Equal Opportunity (*Sept 2016*) (E.O.11246).
- \_\_\_ (ii) Alternate I (*Feb 1999*) of 52.222-26.
- \_\_\_ (29)
- (i) 52.222-35, Equal Opportunity for Veterans (*Oct 2015*) (38 U.S.C. 4212).
- X** (ii) Alternate I (*July 2014*) of 52.222-35.
- \_\_\_ (30)
- (i) 52.222-36, Equal Opportunity for Workers with Disabilities (*Jul 2014*) (29 U.S.C.793).
- \_\_\_ (ii) Alternate I (*July 2014*) of 52.222-36.
- \_\_\_ (31) 52.222-37, Employment Reports on Veterans (*Feb 2016*) (38 U.S.C. 4212).
- \_\_\_ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (*Dec 2010*) (E.O. 13496).
- \_\_\_ (33)
- (i) 52.222-50, Combating Trafficking in Persons (*Jan 2019*) (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_\_ (ii) Alternate I (*Mar 2015*) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_\_ (34) 52.222-54, Employment Eligibility Verification (*Oct 2015*). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- \_\_\_ (35)
- (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (*May 2008*) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (ii) Alternate I (*May 2008*) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

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\_\_\_ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (*Jun 2016*) (E.O. 13693).

\_\_\_ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (*Jun 2016*) (E.O. 13693).

\_\_\_ (38)  
(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (*Jun 2014*) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (*Oct 2015*) of 52.223-13.

\_\_\_ (39)  
(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (*Jun 2014*) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (*Jun 2014*) of 52.223-14.

\_\_\_ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (*Dec 2007*) (42 U.S.C. 8259b).

\_\_\_ (41)  
(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (*Oct 2015*) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (*Jun 2014*) of 52.223-16.

\_\_\_ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (*Aug 2011*) (E.O. 13513).

\_\_\_ (43) 52.223-20, Aerosols (*Jun 2016*) (E.O. 13693).

\_\_\_ (44) 52.223-21, Foams (*Jun 2016*) (E.O. 13693).

\_\_\_ (45)  
(i) 52.224-3 Privacy Training (*Jan 2017*) (5 U.S.C. 552 a).

\_\_\_ (ii) Alternate I (*Jan 2017*) of 52.224-3.

\_\_\_ (46) 52.225-1, Buy American-Supplies (*May 2014*) (41 U.S.C. chapter 83).

\_\_\_ (47)  
(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (*May 2014*) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

\_\_\_ (ii) Alternate I (*May 2014*) of 52.225-3.

\_\_\_ (iii) Alternate II (*May 2014*) of 52.225-3.

\_\_\_ (iv) Alternate III (*May 2014*) of 52.225-3.

\_\_\_ (48) 52.225-5, Trade Agreements (*Oct 2019*) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (49) 52.225-13, Restrictions on Certain Foreign Purchases (*June 2008*) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

X (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (*Oct 2016*) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

\_\_\_ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (*Nov 2007*) (42 U.S.C. 5150).

\_\_\_ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (*Nov 2007*) (42 U.S.C. 5150).

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— (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (*Feb 2002*) (41 U.S.C.4505, 10 U.S.C.2307(f)).

X (54) 52.232-30, Installment Payments for Commercial Items (*Jan 2017*) (41 U.S.C.4505, 10 U.S.C.2307(f)).

X (55) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (*Oct 2018*) (31 U.S.C. 3332).

— (56) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (*Jul 2013*) (31 U.S.C.3332).

— (57) 52.232-36, Payment by Third Party (*May 2014*) (31 U.S.C.3332).

— (58) 52.239-1, Privacy or Security Safeguards (*Aug 1996*) (5 U.S.C. 552a).

— (59) 52.242-5, Payments to Small Business Subcontractors (*Jan 2017*) (15 U.S.C. 637(d)(13)).

— (60)

(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (*Feb 2006*) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

— (ii) Alternate I (*Apr 2003*) of 52.247-64.

— (iii) Alternate II (*Feb 2006*) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

— (1) 52.222-17, Nondisplacement of Qualified Workers (*May 2014*)(E.O. 13495).

X (2) 52.222-41, Service Contract Labor Standards (*Aug 2018*) (41 U.S.C. chapter 67).

— (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (*May 2014*) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

— (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (*Aug 2018*) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

— (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (*May 2014*) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

— (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (*May 2014*) (41 U.S.C. chapter 67).

— (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (*May 2014*) (41 U.S.C. chapter 67).

X (8) 52.222-55, Minimum Wages Under Executive Order 13658 (*Dec 2015*).

— (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (*Jan 2017*) (E.O. 13706).

— (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (*May 2014*) (42 U.S.C. 1792).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in

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excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (*Oct 2015*) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (*Oct 2018*) (15 U.S.C.637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-17, Nondisplacement of Qualified Workers (*May 2014*) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(vii) 52.222-21, Prohibition of Segregated Facilities (*Apr 2015*).

(viii) 52.222-26, Equal Opportunity (*Sept 2015*) (E.O.11246).

(ix) 52.222-35, Equal Opportunity for Veterans (*Oct 2015*) (38 U.S.C.4212).

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- (x) 52.222-36, Equal Opportunity for Workers with Disabilities (*Jul 2014*) (29 U.S.C.793).
  - (xi) 52.222-37, Employment Reports on Veterans (*Feb 2016*) (38 U.S.C.4212)
  - (xii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (*Dec 2010*) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
  - (xiii) 52.222-41, Service Contract Labor Standards (*Aug 2018*) (41 U.S.C. chapter 67).
  - (xiv)
  - (A) 52.222-50, Combating Trafficking in Persons (*Jan 2019*) (22 U.S.C. chapter 78 and E.O 13627).
  - (B) Alternate I (*Mar 2015*) of 52.222-50(22 U.S.C. chapter 78 and E.O 13627).
  - (xv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (*May 2014*) (41 U.S.C. chapter 67).
  - (xvi) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (*May 2014*) (41 U.S.C. chapter 67).
  - (xvii) 52.222-54, Employment Eligibility Verification (*Oct 2015*) (E.O. 12989).
  - (xviii) 52.222-55, Minimum Wages Under Executive Order 13658 (*Dec 2015*).
  - (xix) 52.222-62, Paid Sick Leave Under Executive Order 13706 (*Jan 2017*) (E.O. 13706).
  - (xx)
  - (A) 52.224-3, Privacy Training (*Jan 2017*) (5 U.S.C. 552a).
  - (B) Alternate I (*Jan 2017*) of 52.224-3.
  - (xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (*Oct 2016*) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
  - (xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (*May 2014*) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
  - (xxiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (*Feb 2006*) (46 U.S.C. Appx.1241(b) and 10 U.S.C.2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

### (End of clause)

*Alternate I (Feb 2000)*. As prescribed in 12.301(b)(4)(i), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to “paragraphs (a), (b), (c), or (d) of this clause” in the redesignated paragraph (d) to read “paragraphs (a), (b), and (c) of this clause”.

*Alternate II (Aug 2019)*. As prescribed in 12.301(b)(4)(ii), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:  
(d)(1) The Comptroller General of the United States, an appropriate Inspector General



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appointed under section 3 or 8 G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to—

(i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than-

(i) *Paragraph (d) of this clause*. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) *Those clauses listed in this paragraph (e)(1)*. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(A) 52.203-13, Contractor Code of Business Ethics and Conduct (*Oct 2015*) (41 U.S.C. 3509).

(B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (*Jun 2010*) (Section 1553 of Pub. L. 111-5).

(C) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (*Jul 2018*) (Section 1634 of Pub. L. 115-91).

(D) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (*Aug 2019*) (Section 889(a)(1)(A) of Pub. L. 115-232).

(E) 52.219-8, Utilization of Small Business Concerns (*Oct 2018*)

(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(F) 52.222-21, Prohibition of Segregated Facilities (*Apr 2015*).

(G) 52.222-26, Equal Opportunity (*Sept 2016*) (E.O. 11246).

(H) 52.222-35, Equal Opportunity for Veterans (*Oct 2015*) (38 U.S.C. 4212).

(I) 52.222-36, Equal Opportunity for Workers with Disabilities (*Jul 2014*) (29 U.S.C. 793).

(J) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (*Dec 2010*) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(K) 52.222-41, Service Contract Labor Standards (*Aug 2018*) (41 U.S.C. chapter 67).

(L) 52.222-50, Combating Trafficking in Persons (*Jan 2019*) (22 U.S.C. chapter 78 and E.O 13627).

(2) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).

(M) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (*May 2014*) (41 U.S.C. chapter 67).

(N) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (*May 2014*) (41 U.S.C. chapter 67).

(O) 52.222-54, Employment Eligibility Verification (*Oct 2015*) (Executive Order 12989).

(P) 52.222-55, Minimum Wages Under Executive Order 13658 (*Dec 2015*).

(Q) 52.222-62, Paid Sick Leave Under Executive Order 13706 (*Jan 2017*) (E.O. 13706).

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(R)(1) 52.224-3, Privacy Training (*Jan 2017*) (5 U.S.C. 552a).

(2) Alternate I (*Jan 2017*) of 52.224-3.

(S) 52.225-26, Contractors Performing Private Security Functions Outside the United States (*Oct 2016*) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(T) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (*May 2014*) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(U) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (*Feb 2006*) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

### **52.216-18            Ordering (Oct 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued between 12/20/2019 to 12/19/2034.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, this contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

### **52.216-19            Ordering Limitations (Oct 1995)**

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount not less than \$100,000, *or* a different amount proposed by the Contractor and accepted by the Government, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.*

The Contractor is not obligated to honor --

(1) Any order for a single item in excess of *the total value of the CLIN set forth in this Contract pursuant to which such services are being ordered under*;

(2) Any order for a combination of items in excess of *the total combined value of the CLINs set forth in this the Contract which such services are being ordered under*; or

(3) A series of orders from the same ordering office within 365 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.



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(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216- 21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

### **52.216-22 Indefinite Quantity (Oct 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Delivery-Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after the period of performance end date of the IDIQ.

(End of Clause)

### **52.217-9 Option to Extend the Term of the Contract (Mar 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within the performance period provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 1 day before the

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contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 15 Years.

(End of Clause)

### **52.222-35 Equal Opportunity Veterans (Oct 2015)**

(a) *Definitions*. As used in this clause--

“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at FAR 22.1301.

(b) *Equal opportunity clause*. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate of identify properly the parties and their undertakings.

(d) Notwithstanding the provisions of this section, the Contractor will not be obligated to develop the written affirmative action program required under the regulations implementing the Vietnam Era Veterans’ Readjustment Assistance Act (VEVRAA).

(End of Clause)

### **52.222-36 Equal Opportunity for Workers with Disabilities (Jul 2014)**

(a) *Equal opportunity clause*. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60.741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

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(b) *Subcontracts*. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(c) Notwithstanding the provisions of this section, the Contractor will not be obligated to develop the written affirmative action program required under the regulations implementing section 503 of the Rehabilitation Act of 1973, as amended.

(End of Clause)

### 52.243-1 Changes - Fixed-Price

#### Changes - Fixed-Price (AUG 1987)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(2) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications. Method of shipment or packing.

(3) Place of delivery.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(End of clause)

### I.3 HSAR CLAUSES INCORPORATED BY REFERENCE

Number	Titles	DATE
3052.203-70	Instructions for Contractor Disclosure of Violations	Sep 2012

**I.4 HSAR CLAUSES INCORPORATED IN FULL TEXT****3052.204-71 Contractor Employee Access (Sep 2012)**

(a) *Sensitive Information*, as used in this clause, means any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

(3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

(b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

(c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting

## Section I

Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All Contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

(d) The Contracting Officer may require the Contractor to prohibit individuals from working on the contract if the Government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

(e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those Contractor employees authorized access to sensitive information, the Contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

(f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

### **3052.204-71 Contractor Employee Access ALTERNATE I (SEP 2012)**

(g) Before receiving access to IT resources under this contract the individual must receive a security briefing, which the Contracting Officer's Technical Representative (COTR) will arrange and complete any nondisclosure agreement furnished by DHS.

(h) The Contractor shall have access only to those areas of DHS information technology resources explicitly stated in this contract or approved by the COTR in writing as necessary for performance of the work under this contract. Any attempts by Contractor personnel to gain access to any information technology resources not expressly authorized by the statement of work, other terms and conditions in this contract, or as approved in writing by the COTR, is strictly prohibited. In the event of violation of this provision, DHS will take appropriate actions with regard to the contract and the individual(s) involved.

(i) Contractor access to DHS networks from a remote location is a temporary privilege for mutual convenience while the Contractor performs business for the DHS Component. It is

## Section I

not a right, a guarantee of access, a condition of the contract, or Government Furnished Equipment (GFE).

(j) Contractor access will be terminated for unauthorized use. The Contractor agrees to hold and save DHS harmless from any unauthorized use and agrees not to request additional time or money under the contract for any delays resulting from unauthorized use or access.

(k) Non-U.S. citizens shall not be authorized to access or assist in the development, operation, management or maintenance of Department IT systems under the contract, unless a waiver has been granted by the Head of the Component or designee, with the concurrence of both the Department's Chief Security Officer (CSO) and the Chief Information Officer (CIO) or their designees. Within DHS Headquarters, the waiver may be granted only with the approval of both the CSO and the CIO or their designees. In order for a waiver to be granted:

- (1) There must be a compelling reason for using this individual as opposed to a U. S. citizen; and
- (2) The waiver must be in the best interest of the Government.
  - (l) Contractors shall identify in their proposals the names and citizenship of all non-U.S. citizens proposed to work under the contract. Any additions or deletions of non-U.S. citizens after contract award shall also be reported to the Contracting Officer.

(End of Clause)

### **3052.212-70 Contract Terms And Conditions Applicable to DHS Acquisition of Commercial Items (SEP 2012)**

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following-HSAR-clauses are incorporated by reference:

- ☒ 3052.204-71 Contractor Employee Access.
- ☒ Alternate I
- ☒ 3052.205-70 Advertisement, Publicizing Awards, and Releases.
- ☒ Alternate I
- ☐ 3052.209-73 Limitation on Future Contracting.
- ☒ 3052.215-70 Key Personnel or Facilities.
- ☐ 3052.216-71 Determination of Award Fee.
- ☐ 3052.216-72 Performance Evaluation Plan.
- ☐ 3052.216-73 Distribution of Award Fee.
- ☐ 3052.217-91 Performance. (USCG)
- ☐ 3052.217-92 Inspection and Manner of Doing Work. (USCG)

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- ☐ 3052.217-93 Subcontracts. (USCG)
- ☐ 3052.217-94 Lay Days. (USCG)
- ☐ 3052.217-95 Liability and Insurance. (USCG)
- ☐ 3052.217-96 Title. (USCG)
- ☐ 3052.217-97 Discharge of Liens. (USCG)
- ☐ 3052.217-98 Delays. (USCG)
- ☐ 3052.217-99 Department of Labor Safety and Health Regulations for Ship Repair (USCG)
- ☐ 3052.217-100 Guarantee. (USCG)
- ☒ 3052.219-70 Small Business Subcontracting Plan Reporting.
- ☒ 3052.219-71 DHS Mentor Protégé Program.
- ☒ 3052.219-72 Evaluation of Prime Contractor Participation in the DHS Mentor-Protégé Program
- ☒ 3052.222-70 Strikes or Picketing Affecting Timely Completion of the Contract Work
- ☒ 3052.222-71 Strikes or Picketing Affecting Access to a DHS Facility
- ☐ 3052.228-70 Insurance.
- ☐ 3052.228-90 Notification of Miller Act Payment Bond Protection. (USCG)
- ☐ 3052.228-91 Loss of or Damage to Leased Aircraft. (USCG)
- ☐ 3052.228-92 Fair Market Value of Aircraft. (USCG)
- ☐ 3052.228-93 Risk and Indemnities. (USCG)
- ☐ 3052.236-70 Special Provisions for Work at Operating Airports.
- ☒ 3052.242-72 Contracting Officer's Technical Representative.
- ☐ 3052.247-70 F.o.B. Origin Information.
- ☐ Alternate I
- ☐ Alternate II
- ☐ 3052.247-71 F.o.B. Origin Only.
- ☐ 3052.247-72 F.o.B. Destination Only.

(End of Clauses)

### **3052.215-70 Key Personnel or Facilities (Dec 2003)**

- (a) The personnel or facilities specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel or facilities, as appropriate.
- (b) Before removing or replacing any of the specified individuals or facilities, the Contractor shall notify the Contracting Officer, in writing, before the change becomes effective. The Contractor shall submit sufficient information to support the proposed action and to enable the Contracting Officer to evaluate the potential impact of the change on this contract. The Contractor shall not remove or replace personnel or facilities until the Contracting Officer approves the change.

*The Key Personnel or Facilities under this Contract: see (Staffing Plan and Key*

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*Personnel) and Section C (Performance Work Statement).*

(End of Clause)

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**[END OF SECTION I]**



**SECTION J:**  
**LIST OF ATTACHMENTS**

<b>PWS Attachments</b>	
Attachment 1:	G-391 Attachments
Attachment 2:	QASP Documents
Attachment 3:	ICE Firearms Policy
Attachment 4:	ICE Body Armor Policy
Attachment 5:	Lyons Settlement Agreement
Attachment 6:	Franco Settlement Agreement
Attachment 7:	PWS Addendum 1
Attachment 8:	Requirement B PWS Addendum
Attachment 9:	Section B Supplies or Services and Price Costs
Attachment 10:	Section C Performance Work Statement Dated 10-25-2019
Attachment 11:	Contract Clauses
Attachment 12:	Section K completed by CoreCivic
Attachment 13:	CoreCivic Proposal dated 12/18/2019
Attachment 14:	ICE Design Standards for CDFs
Attachment 15:	Executive Office for Immigration Review (EOIR) Design Standards
Attachment 16:	Structure Cable Plant Standards
Attachment 17:	Wage Determination No. 2015-5635 Rev. 10 Date: 12/26/2018
Attachment 18:	2017 Update of the Federal Performance Based Detention Standards (FPBDS)*

\*Applies only to USMS Task Orders

<b>Contract References</b>	
Performance-Based National Detention Standards (PBNDS) 2011 w/2016 Revisions	<a href="http://www.ice.gov/detention-standards/2011/">http://www.ice.gov/detention-standards/2011/</a>
American Correctional Association (ACA)	<a href="http://www.aca.org/">http://www.aca.org/</a>

**[END OF SECTION]**

## SECTION K: REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

*\*Note: All information in this section of the solicitation is applicable to all awards for Requirements A, B, C and D\**

### K1. PROVISIONS INCORPORATED BY REFERENCE

Number	Titles	DATE
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certification	Aug 2018

### K2. PROVISIONS INCORPORATED IN FULL TEXT

#### **52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2019)**

(a) *Definitions.* As used in this provision—

“Covered telecommunications equipment or services”, “Critical technology”, and “Substantial or essential component” have the meanings provided in clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.* Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing—

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Representation.* The Offeror represents that—

## Section K

It x will, will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

(d) *Disclosures.* If the Offeror has responded affirmatively to the representation in paragraph (c) of this provision, the Offeror shall provide the following information as part of the offer

(1) All covered telecommunications equipment and services offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

**Please see attached document.**

(2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;**Please see attached document.**

(3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and

(4) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

### 52.209-7 Information Regarding Responsibility Matters (Oct 2018)

(a) *Definitions.* As used in this provision—

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

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“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror ☒ has ☐ does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see 52.204-7).

(End of Provision)

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**[END OF SECTION K]**

- (1) All covered telecommunications equipment and services offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);  
Base phone system:

AVAYA

(b)(7)(E)

Part # (b)(7)(E)

Media Gateway

Handsets:

Avaya (b)(7)(E)

Avaya made by Anatel (Made in China)

Part# (b)(7)(E)

Voicemail:

Avaya Aura Messaging

- (2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision  
This system provides telephone access and voicemail for ICE staff.
- (3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and  
Avaya does not provide services other than warranty repairs.
- (4) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

**OTAY MESA DETENTION CENTER**  
**San Diego, CA**  
**1,100 Beds (Federal Population)**

Contract Staffing Pattern

**STAFF DEPLOYMENT BY SHIFT & POSITION**

MANAGEMENT/SUPPORT	(b)(7)(E)
SECURITY OPERATIONS	
UNIT MANAGEMENT	
MAINTENANCE	
SERVICES	
PROGRAMS	
HEALTH SERVICES	
<b>TOTAL</b>	

(Contracted by ICE - IHSC)

MANAGEMENT / SUPPORT	Post / Assignment	Job Code	1st Shift	2nd Shift	3rd Shift	Days Covered	Hrs/P	Relief Factor	Total Staff
SENIOR WARDEN		1098	(b)(7)(E)						
ASSISTANT WARDEN		1003							
MANAGER, LEARNING AND DEVELOPMENT		2156							
COORDINATOR, LEARNING AND DEVELOPMENT		5093							
MANAGER, OPERATIONS FINANCE		1031							
BOOKKEEPER		5004							
ACCOUNTING CLERK		5016							
MANAGER, HUMAN RESOURCES		5019							
HUMAN RESOURCES ASSISTANT		5076							
MEAL BREAK SUPERVISOR		2196							
PERSONNEL INVESTIGATOR		5067							
PREVENTION SEXUAL ASSAULT - COMPLI MNGR		2197							
MANAGER, QUALITY ASSURANCE		2009							
QUALITY ASSURANCE COORDINATOR		5062							
TECHNOLOGY SUPPORT SPECIALIST		3036							
GRIEVANCE COORDINATOR		5094							
SAFETY MANAGER		9087							
MASTER SCHEDULER		5082							
INVESTIGATOR		2051							
MAILROOM CLERK		5009							
SECRETARY		5014							
* ARNP	PA (Employee Screens)		CONTRACT/PRN						
<b>TOTAL</b>			(b)(7)(E)						

SECURITY OPERATIONS	Post / Assignment	Job Code	1st Shift	2nd Shift	3rd Shift	Days Covered	Hrs/P	Relief Factor	Total Staff
CHIEF OF SECURITY		1005	(b)(7)(E)						
ASST CHIEF OF SECURITY		1026							
SHIFT SUPERVISOR		1014							
ASST SHIFT SUPERVISOR		9104							
ASST SHIFT SUPERVISOR	R&D / Transportation	9104							
STG OFFICER		9072							
SR DETENTION OFFICER	Disciplinary Hearing	9013							
SR DETENTION OFFICER	Armory/Key / Tool Control	9013							
SR DETENTION OFFICER	Housing Zone	9013							
SR DETENTION OFFICER	Intake / Release	9013							
DETENTION OFFICER	Intake / Release	9005							
DETENTION OFFICER	Intake / Release	9005							
DETENTION OFFICER	Visitation	9005							
DETENTION OFFICER	Attorney Visits	9005							
SR DETENTION OFFICER	Transportation	9013							
DETENTION OFFICER	Transportation	9005							

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# OTAY MESA DETENTION CENTER

San Diego, CA

1,100 Beds (Federal Population)

SECURITY OPERATIONS	Post / Assignment	Job Code	1st Shift	2nd Shift	3rd Shift	Days Covered	Hrs/P P	Relief Factor	Total Staff
DETENTION OFFICER	Transportation - Weekend	(b)(7)(E)							
DETENTION OFFICER	Perimeter Patrol								
DETENTION OFFICER	Central Control								
DETENTION OFFICER	Central Control								
DETENTION OFFICER	Recreation								
DETENTION OFFICER	Outdoor Recreation								
DETENTION OFFICER	Recreation- Pod								
DETENTION OFFICER	Recreation - Medical								
DETENTION OFFICER	Medical Clinic								
DETENTION OFFICER	Medical Clinic - Roving								
DETENTION OFFICER	Medical Escort								
DETENTION OFFICER	Corridor								
DETENTION OFFICER	Utility/Search & Escort								
DETENTION OFFICER	ICE Entrance								
DETENTION OFFICER	Kitchen								
SR DETENTION OFFICER	Court								
DETENTION OFFICER	Court								
DETENTION OFFICER	Asylum								
DETENTION OFFICER	Break Officer / Meal Relief								
DETENTION OFFICER	Off-Site Hospital								
DETENTION OFFICER	Front Entrance								
DETENTION OFFICER	Inside Work Detail								
DETENTION OFFICER	Outside Work Detail								
DETENTION OFFICER	Vehicle Sallyport								
DETENTION OFFICER	Laundry								
ADMINISTRATIVE CLERK	Security Operations								
<b>TOTAL</b>									

UNIT MANAGEMENT	Post / Assignment	Job Code	1st Shift	2nd Shift	3rd Shift	Days Covered	Hrs/P P	Relief Factor	Total Staff
CHIEF OF UNIT MANAGEMENT		(b)(7)(E)							
UNIT MANAGER									
CASE MANAGER									
DETENTION COUNSELOR									
RECORDS SUPERVISOR									
RECORDS CLERK									
ADMINISTRATIVE CLERK	Classification / Jobs								
ADMINISTRATIVE CLERK	Unit Management								
<b>UNIT V (128-BED CELL BLOCK) - MALES</b>									
DETENTION OFFICER	Housing								
<b>UNIT T (128-BED CELL BLOCK) - MALES</b>									
DETENTION OFFICER	Housing								
<b>UNIT R (128-BED CELL BLOCK) - MALES</b>									
DETENTION OFFICER	Housing								
<b>UNIT Q (128-BED CELL BLOCK) - MALES</b>									
DETENTION OFFICER	Housing								
<b>UNIT P (128-BED DORMITORY) - MALES</b>									
DETENTION OFFICER	Housing								
<b>UNIT M (128-BED CELL BLOCK) - MALES</b>									
DETENTION OFFICER	Housing								
<b>UNIT L (128-BED CELL BLOCK) - MALES</b>									
DETENTION OFFICER	Housing								

**OTAY MESA DETENTION CENTER****San Diego, CA****1,100 Beds (Federal Population)**

UNIT MANAGEMENT	Post / Assignment	Job Code	1st Shift	2nd Shift	3rd Shift	Days Covered	Hrs/P P	Relief Factor	Total Staff
UNIT D and E 128-BED CELL BLOCK (MALES) - 64 SMU / 64 SEGREGATION									
SR DETENTION OFFICER		9013	(b)(7)(E)						
DETENTION OFFICER	Pod Control	9005							
DETENTION OFFICER	Housing	9005							
DETENTION OFFICER	Segregation Housing	9005							
UNIT B 126 -BED CELL BLOCK (FEMALES) - 100 GP / 14 (C1 SEGREGATION) / 12 (C2 SEGREGATION)									
DETENTION OFFICER	Housing	9005	(b)(7)(E)						
DETENTION OFFICER	Segregation Housing	9005							
UNIT A 128-BED DORMITORY (FEMALES)									
DETENTION OFFICER	Housing	9005							
UNITS MENTAL HEALTH - 16 SINGLE CELLS / 16 DORM BEDS									
DETENTION OFFICER	Housing	9005							
TOTAL									

MAINTENANCE	Post / Assignment	Job Code	1st Shift	2nd Shift	3rd Shift	Days Covered	Hrs/P P	Relief Factor	Total Staff
MAINTENANCE SUPERVISOR		1009	(b)(7)(E)						
ASST MAINTENANCE SUPERVISOR		6015							
MAINTENANCE WORKER		6003							
ADMINISTRATIVE CLERK	Maintenance	5002							
TOTAL									

SERVICES	Post / Assignment	Job Code	1st Shift	2nd Shift	3rd Shift	Days Covered	Hrs/P P	Relief Factor	Total Staff
WAREHOUSE MANAGER	Commissary	1070	(b)(7)(E)						
** COMMISSARY SUPERVISOR		5073							
** WAREHOUSE/COMMISSARY WORKER		9046							
LAUNDRY SUPERVISOR		9009							
* FOOD SERVICE MANAGER		1069							
* ASST FOOD SERVICE MANAGER		9086							
* FOOD SERVICE WORKER		9006							
TOTAL									

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# OTAY MESA DETENTION CENTER

San Diego, CA

1,100 Beds (Federal Population)

PROGRAMS	Post / Assignment	Job Code	1st Shift	2nd Shift	3rd Shift	Days Covered	Hrs/P	Relief Factor	Total Staff
RECREATION SUPERVISOR		2149	(b)(7)(E)						
RECREATION COORDINATOR		2017							
CHAPLAIN		2142							
LIBRARY AIDE		5017							
ADMINISTRATIVE CLERK	Programs	5002							
CONTRACT ATTORNEY									
<b>TOTAL</b>									

\*Positions hired under a contractual or fee basis for services rendered.

\*\* "Salary and benefits of one Commissary Supervisor and 3 of 4 Warehouse/Commissary workers will be paid from commissary revenue"

Staffing is commensurate with population and is scheduled as activity dictates.

POSITION SUMMARY				STAFF RATIOS			
SHIFT SUPERVISOR		(b)(7)(E)		DETENTION OFFICER TO INMATE		(b)(7)(E)	
ASST SHIFT SUPERVISOR				UNIFORMED STAFF TO INMATE			
SR DETENTION OFFICER				ALL STAFF TO INMATE			
DETENTION OFFICER							
UNIT MANAGER							
CASE MANAGER							
DETENTION COUNSELOR							
FOOD SERVICE CONTRACT STAFF							
ALL OTHER STAFF							
				UNIT MANAGEMENT RATIOS			
				UNIT MANAGER TO INMATE		(b)(7)(E)	
				CASE MANAGER TO INMATE			
				DETENTION COUNSELOR TO INMATE			

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- Walls, fences and exits, including all outside windows, are inspected for defects at least (b)(7)(E)
- (b)(7)(E) at the Warden's discretion, locations on the grounds are inspected where detainees could arrange for visitors to leave contraband;
- Areas along the perimeter fence are checked daily by the assigned staff member(s);
- The entire fence line is walked daily, checking the (b)(7)(E) and all hardware attached to the poles to ensure tautness, examining wings for cut links, and testing the links fastening the sides of the fence bottom to the fence;
- The fence alarm (b)(7)(E) and
- The Facility Maintenance Supervisor and Chief of Security check the fence (b)(7)(E) documenting the results in the Shift Supervisor's daily log.

### **Detainee Rights**

Otay Mesa Detention Center is committed to protecting the detainee's civil, personal, cultural and ethical beliefs. It is the full intention of the facility to promote and foster a zero tolerance environment of any incidents that may diminish, oppress or otherwise intentionally cause mental physical or physiological harm to any detainee. Detainees at Otay Mesa are not discriminated against based on their sex, race, color, ethnicity or sexual orientation. As part of these efforts CoreCivic enforces that every facility identify PREA posts on their daily shift rosters. These posts are identified as PREA posts because detainees could find themselves vulnerable in the area if they are not supervised closely.

The PREA hotline number is posted in the unit and is a free call to the detainee. The detainee is made aware of the PREA policy, rules and the hotline during their orientation which is done first by video in the holding cell during the intake process. The detainee is given this information again during the full orientation in the unit provided by a member of the unit team. This meeting is usually led by the Unit Manager who allows for questions during the meeting so that the detainees have the opportunity ask questions for clarity.

The Detainee Handbook is also reviewed with the detainee as well. In the handbook, detainee rights are listed as well as the rules and code of conduct by which they should govern themselves. In addition, it also communicates the facility's responsibilities to the detainee. The handbook acts as a guide to the detainee on issues and concerns that they may have with staff and how to handle filing a grievance.

The Grievance Coordinator is responsible for collecting and reviewing all detainee grievances. The detainee fills out a grievance form and places it in the designated mailbox located in the housing unit. The mailbox has a lock on it that is accessible only to the Grievance Coordinator or their designee.

### **Unauthorized Access/Video Surveillance**

To protect the facility from any unauthorized access, Central Control Officers are posted with round the clock coverage with optimal coverage in the first 12 hours of the day. In conjunction

**OTAY MESA DETENTION CENTER**  
**San Diego, CA**  
**1,100 Beds (Federal Population)**

**Contract Staffing Pattern**

<b>STAFF DEPLOYMENT BY SHIFT &amp; POSITION</b>	
MANAGEMENT/SUPPORT	25.00
SECURITY OPERATIONS	237.00
UNIT MANAGEMENT	115.00
MAINTENANCE	8.00
SERVICES	7.00
PROGRAMS	7.00
HEALTH SERVICES	(Contracted by ICE - IHSC) 0.00
<b>TOTAL</b>	<b>399.00</b>

<b>MANAGEMENT / SUPPORT</b>	<b>Post / Assignment</b>	<b>Job Code</b>	<b>1st Shift</b>	<b>2nd Shift</b>	<b>3rd Shift</b>	<b>Days Covered</b>	<b>Hrs/P</b>	<b>Relief Factor</b>	<b>Total Staff</b>
SENIOR WARDEN		1098	(b)(7)(E)						
ASSISTANT WARDEN		1003							
MANAGER, LEARNING AND DEVELOPMENT		2156							
COORDINATOR, LEARNING AND DEVELOPMENT		5093							
MANAGER, OPERATIONS FINANCE		1031							
BOOKKEEPER		5004							
ACCOUNTING CLERK		5016							
MANAGER, HUMAN RESOURCES		5019							
HUMAN RESOURCES ASSISTANT		5076							
MEAL BREAK SUPERVISOR		2196							
PERSONNEL INVESTIGATOR		5067							
PREVENTION SEXUAL ASSAULT - COMPLI MNGR		2197							
MANAGER, QUALITY ASSURANCE		2009							
QUALITY ASSURANCE COORDINATOR		5062							
TECHNOLOGY SUPPORT SPECIALIST		3036							
GRIEVANCE COORDINATOR		5094							
SAFETY MANAGER		9087							
MASTER SCHEDULER		5082							
INVESTIGATOR		2051							
MAILROOM CLERK		5009							
SECRETARY		5014							
* ARNP	PA (Employee Screens)								
<b>TOTAL</b>									

<b>SECURITY OPERATIONS</b>	<b>Post / Assignment</b>	<b>Job Code</b>	<b>1st Shift</b>	<b>2nd Shift</b>	<b>3rd Shift</b>	<b>Days Covered</b>	<b>Hrs/P</b>	<b>Relief Factor</b>	<b>Total Staff</b>
CHIEF OF SECURITY		1005	(b)(7)(E)						
ASST CHIEF OF SECURITY		1026							
SHIFT SUPERVISOR		1014							
ASST SHIFT SUPERVISOR		9104							
ASST SHIFT SUPERVISOR	R&D / Transportation	9104							
STG OFFICER		9072							
SR DETENTION OFFICER	Disciplinary Hearing	9013							
SR DETENTION OFFICER	Armory/Key / Tool Control	9013							
SR DETENTION OFFICER	Housing Zone	9013							
SR DETENTION OFFICER	Intake / Release	9013							
DETENTION OFFICER	Intake / Release	9005							
DETENTION OFFICER	Intake / Release	9005							
DETENTION OFFICER	Visitation	9005							
DETENTION OFFICER	Attorney Visits	9005							
SR DETENTION OFFICER	Transportation	9013							
DETENTION OFFICER	Transportation	9005							

# OTAY MESA DETENTION CENTER

San Diego, CA

1,100 Beds (Federal Population)

SECURITY OPERATIONS	Post / Assignment	Job Code	1st Shift	2nd Shift	3rd Shift	Days Covered	Hrs/P P	Relief Factor	Total Staff
DETENTION OFFICER	Transportation - Weekend	9005	(b)(7)(E)						
DETENTION OFFICER	Perimeter Patrol	9005							
DETENTION OFFICER	Central Control	9005							
DETENTION OFFICER	Central Control	9005							
DETENTION OFFICER	Recreation	9005							
DETENTION OFFICER	Outdoor Recreation	9005							
DETENTION OFFICER	Recreation- Pod	9005							
DETENTION OFFICER	Recreation - Medical	9005							
DETENTION OFFICER	Medical Clinic	9005							
DETENTION OFFICER	Medical Clinic - Roving	9005							
DETENTION OFFICER	Medical Escort	9005							
DETENTION OFFICER	Corridor	9005							
DETENTION OFFICER	Utility/Search & Escort	9005							
DETENTION OFFICER	ICE Entrance	9005							
DETENTION OFFICER	Kitchen	9005							
SR DETENTION OFFICER	Court	9013							
DETENTION OFFICER	Court	9005							
DETENTION OFFICER	Asylum	9005							
DETENTION OFFICER	Break Officer / Meal Relief	9005							
DETENTION OFFICER	Off-Site Hospital	9005							
DETENTION OFFICER	Front Entrance	9005							
DETENTION OFFICER	Inside Work Detail	9005							
DETENTION OFFICER	Outside Work Detail	9005							
DETENTION OFFICER	Vehicle Sallyport	9005							
DETENTION OFFICER	Laundry	9005							
ADMINISTRATIVE CLERK	Security Operations	5002							
<b>TOTAL</b>									

UNIT MANAGEMENT	Post / Assignment	Job Code	1st Shift	2nd Shift	3rd Shift	Days Covered	Hrs/P P	Relief Factor	Total Staff
CHIEF OF UNIT MANAGEMENT		1032	(b)(7)(E)						
UNIT MANAGER		1015							
CASE MANAGER		2003							
DETENTION COUNSELOR		2090							
RECORDS SUPERVISOR		5096							
RECORDS CLERK		5013							
ADMINISTRATIVE CLERK	Classification / Jobs	5002							
ADMINISTRATIVE CLERK	Unit Management	5002							
<b>UNIT V (128-BED CELL BLOCK) - MALES</b>									
DETENTION OFFICER	Housing	9005							
<b>UNIT T (128-BED CELL BLOCK) - MALES</b>									
DETENTION OFFICER	Housing	9005							
<b>UNIT R (128-BED CELL BLOCK) - MALES</b>									
DETENTION OFFICER	Housing	9005							
<b>UNIT Q (128-BED CELL BLOCK) - MALES</b>									
DETENTION OFFICER	Housing	9005							
<b>UNIT P (128-BED DORMITORY) - MALES</b>									
DETENTION OFFICER	Housing	9005							
<b>UNIT M (128-BED CELL BLOCK) - MALES</b>									
DETENTION OFFICER	Housing	9005							
<b>UNIT L (128-BED CELL BLOCK) - MALES</b>									
DETENTION OFFICER	Housing	9005							

# OTAY MESA DETENTION CENTER

San Diego, CA

1,100 Beds (Federal Population)

UNIT MANAGEMENT	Post / Assignment	Job Code	1st Shift	2nd Shift	3rd Shift	Days Covered	Hrs/P P	Relief Factor	Total Staff
UNIT D and E 128-BED CELL BLOCK (MALES) - 64 SMU / 64 SEGREGATION									
SR DETENTION OFFICER		9013	(b)(7)(E)						
DETENTION OFFICER	Pod Control	9005							
DETENTION OFFICER	Housing	9005							
DETENTION OFFICER	Segregation Housing	9005							
UNIT B 126 -BED CELL BLOCK (FEMALES) - 100 GP / 14 (C1 SEGREGATION) / 12 (C2 SEGREGATION)									
DETENTION OFFICER	Housing	9005	(b)(7)(E)						
DETENTION OFFICER	Segregation Housing	9005							
UNIT A 128-BED DORMITORY (FEMALES)									
DETENTION OFFICER	Housing	9005							
UNITS MENTAL HEALTH - 16 SINGLE CELLS / 16 DORM BEDS									
DETENTION OFFICER	Housing	9005							
TOTAL									

MAINTENANCE	Post / Assignment	Job Code	1st Shift	2nd Shift	3rd Shift	Days Covered	Hrs/P P	Relief Factor	Total Staff
MAINTENANCE SUPERVISOR		1009	(b)(7)(E)						
ASST MAINTENANCE SUPERVISOR		6015							
MAINTENANCE WORKER		6003							
ADMINISTRATIVE CLERK	Maintenance	5002							
<b>TOTAL</b>									

SERVICES	Post / Assignment	Job Code	1st Shift	2nd Shift	3rd Shift	Days Covered	Hrs/P P	Relief Factor	Total Staff
WAREHOUSE MANAGER	Commissary	1070	(b)(7)(E)						
** COMMISSARY SUPERVISOR		5073							
** WAREHOUSE/COMMISSARY WORKER		9046							
LAUNDRY SUPERVISOR		9009							
* FOOD SERVICE MANAGER		1069							
* ASST FOOD SERVICE MANAGER		9086							
* FOOD SERVICE WORKER		9006							
<b>TOTAL</b>									

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Use or disclosure of data contained on this sheet is subject to the restriction on the title page of the original proposal.



## SECTION B:

### SUPPLIES OR SERVICES AND PRICES/COSTS

#### B.1 GENERAL

The Contractor shall provide all management, supervision, labor, and materials necessary to perform the services identified in the Performance Work Statement on an Indefinite Delivery – Indefinite Quantity basis to have detention beds purchased on a firm fixed price basis.

#### B.2 CONTRACT PRICING

Offerors are instructed to fill in the Contract Line Item Number (CLIN) table below. This table may be edited prior to award but is anticipated to be the CLIN structure that will be utilized for this contract. All Base and Option Period pricing shall be incorporated into this contract upon award. Offerors may propose an alternate CLIN structure.

#### Base Period (December 20, 2019 – December 19, 2024):

			Dec 20, 2019 - Dec 19, 2020			Dec 20, 2019 - Dec 19, 2024		
CLIN	Description	Unit	Year 1 Qty	Year 1 Unit Price	Year 1 Total	5 Year Total Qty	5 Year Blended Unit Price	5 Year Total
0001	Transition (If needed)	0	0	0	0			
0002*	Detention Services Bed Day Rate Guaranteed Minimum (1 to 1100 Beds)	Bed Days	(b)(4)			(b)(4)		
0003*	Detention Services Bed Day Rate Above Guaranteed Minimum (1100+ Beds)	Bed Days						
0004	Transportation Mileage (Mileage reimbursed in accordance with JTC rates) (\$.58 per mile currently)							
0005	On-Call / Transportation Guard Hours (Regular Hourly Rate)	Hours						
0006	On-Call / Transportation Guard Hours (Overtime Rate)	Hours						
0007	Detainee Work Program Rate: \$1.00 Per Day Per Detainee	Detainee-Day						
0008	Surge/Facility Upgrades	Not to Exceed, All Vendors						

\*CLIN Unit Price will inflate by 2.50% annually during the five-year base period

**Option Period 1 (December 20, 2024 – December 19, 2029):**

			Dec 20, 2024 - Dec 19, 2025			Dec 20, 2024 - Dec 19, 2029		
CLIN	Description	Unit	Year 1 Qty	Year 1 Unit Price	Year 1 Total	5 Year Total Qty	5 Year Blended Unit Price	5 Year Total
1001*	Detention Services Bed Day Rate	Bed Days	(b)(4)			(b)(4)		
	Guaranteed Minimum (1 to 1100 Beds)							
1002*	Detention Services Bed Day Rate	Bed Days						
	Above Guaranteed Minimum (1100+ Beds)							
1003	Transportation Mileage (Mileage reimbursed in accordance with JTC rates) (\$.58 per mile currently)							
1004	On-Call / Transportation Guard Hours (Regular Hourly Rate)	Hours						
1005	On-Call / Transportation Guard Hours (Overtime Rate)	Hours						
1006	Detainee Work Program	Detainee-Day						
	Rate: \$1.00 Per Day Per Detainee							
1007	Surge/Facility Upgrades	Not to Exceed, All Vendors						
Total Year 1 of Option Period 1								
*CLIN Unit Price will inflate by 2.50% annually during the five-year Option Period 1								

**Option Period 2 (December 20, 2029 – December 19, 2034):**

		Dec 20, 2029 - Dec 19, 2030			Dec 20, 2029 - Dec 19, 2034			
CLIN	Description	Unit	Year 1 Qty	Year 1 Unit Price	Year 1 Total	5 Year Total Qty	5 Year Blended Unit Price	5 Year Total
2001*	Detention Services Bed Day Rate	Bed Days	(b)(4)					
	Guaranteed Minimum (1 to 1100 Beds)							
2002*	Detention Services Bed Day Rate	Bed Days						
	Above Guaranteed Minimum (1100+ Beds)							
2003	Transportation Mileage (Mileage reimbursed in accordance with JTC rates) (\$.58 per mile currently)							
2004	On-Call / Transportation Guard Hours (Regular Hourly Rate)	Hours						
2005	On-Call / Transportation Guard Hours (Overtime Rate)	Hours						
2006	Detainee Work Program	Detainee-Day						
	Rate: \$1.00 Per Day Per Detainee							
2007	Surge/Facility Upgrades	Not to Exceed, All Vendors						
Total Year 1 of Option Period 2								
*CLIN Unit Price will inflate by 2.50% annually during the five-year Option Period 2								





# **U.S. Department of Homeland Security**

U.S. Immigration and Customs Enforcement  
Office of Detention and Removal Operations

## **CONTRACT DETENTION FACILITY**

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# **DESIGN STANDARDS**

**for IMMIGRATION AND CUSTOMS ENFORCEMENT**

May 14, 2007



**U.S. DEPARTMENT OF HOMELAND SECURITY**  
U.S. Immigration and Customs Enforcement  
Office of Detention and Removal Operations

**CDF Design Standards** for  
Immigration and Customs Enforcement

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Immigration and Customs Enforcement (ICE) is a component of the U.S. Department of Homeland Security (DHS). ICE brings a unified and coordinated focus to the enforcement of federal immigration laws, customs laws, and air security laws. ICE brings to bear all of the considerable resources and authorities invested in it to fulfill its primary mission: to detect vulnerabilities and prevent violations that threaten national security.

As an Operational Division of ICE, the Office of Detention and Removal Operations (DRO) is responsible for public safety and national security by ensuring the departure from the United States of all removable aliens and by enforcing the Nation's immigration laws.

Because of increasing demands on Service resources, ICE/DRO personnel must be able to share information rapidly and efficiently in order to succeed in fulfilling the Service mission.

In addition to this document, which establishes the ICE components within a Contract Detention Facility (CDF) Design Standards, other documents are being developed that provide additional related information for planning and design of Contract Detention Facilities (CDF). Other documents already complete include Design Standards for Health Services and Executive Office for Immigration Review (EOIR) Courts.

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The U.S. Department of Homeland Security gratefully acknowledges the participation and input of the following individuals:

---

**U.S. Immigration and Customs Enforcement - Detention Management Office**

(b)(6); (b)(7)(C) Chief of Facility Management Unit  
(b)(6); (b)(7)(C) Facilities Administrator, Facilities Management Unit  
(b)(6); (b)(7)(C) Project Manager, Facilities Management Unit  
(b)(6); (b)(7)(C) Project Manager (Bearingpoint)

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(b)(6); (b)(7)(C) Officer in Charge - Port Isabel SPC  
(b)(6); (b)(7)(C) Telecommunications Project Manager  
(b)(6); (b)(7)(C) ICE Cable Group

**Office of the Principal Legal Advisor**

(b)(6); (b)(7)(C) Deputy Chief Mission Support - Dallas  
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(b)(6); (b)(7)(C) OPLA Supervisory Specialist  
(b)(6); (b)(7)(C) DCC - Phoenix

**Performa, Inc.**

(b)(6); (b)(7)(C) President - Governmental/Justice Program  
(b)(6); (b)(7)(C) NCARB, AIA, Facility Planner  
(b)(6); (b)(7)(C) Facility Planner





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## 1. INTRODUCTION

Project Statement  
Design Standards Purpose  
Design Standards Organization



## Project Statement

### PROJECT INTENT

The U.S. Department of Homeland Security (DHS), Immigration and Customs Enforcement (ICE) are responsible for detaining those who have entered the United State illegally or violated their immigration status. Facilities used by DHS/ICE for detention are called Service Processing Centers (SPC's) or Contract Detention Facilities (CDF's). The purpose of these facilities is to provide a place of detention for aliens who are taken into custody pending completion of their deportation case, released on their own recognizance, or pending release.

### IMMIGRATION AND CUSTOMS ENFORCEMENT

Immigration and Customs Enforcement (ICE) is an agency of the U.S. Department of Homeland Security (DHS). ICE brings a unified and coordinated focus to the enforcement of federal immigration laws, customs laws, and air security laws. ICE brings to bear the considerable size of its invested resources and authorities to fulfill its primary mission: *to detect vulnerabilities and prevent violations that threaten national security.*

The diagrams on page 1.3 provide an example of a Contract Detention Facility. The Pearsall CDF was built in 2005 and has a current bed capacity of 1900 beds with approximately 251,950 gross square feet. The site plan illustrates the facility's organization while the floor plan illustrates ICE, Contractor, and other Government Agency operated spaces.

It is the intent of this project to develop planning and design standards from which Contract Detention Facilities can be designed and built. The operational components within a CDF are derived from categorizing the personnel groups and service activities of a CDF. The level of security required determines how the components are organized. The side bar to the right lists the main operational components and functional areas within a CDF. This document establishes the planning and design guidelines within ICE's operational authority for the spaces highlighted to the right in orange. Spaces operated by Contract Operations or other Government Agencies (Health Services and Executive Office for Immigration Review) are highlighted in yellow or blue.

#### CDF Operational Components

##### 1.0 Office Components

Normal office setting for administrative and public functions of the CDF. (They are located outside the secure perimeter.)

- Public Entrance/Lobby
- ICE Administration
- CDF Administration
- Office of the Principal Legal Advisor (OPLA)
- Removal
- Staff Services & Training

##### 2.0 Court and Public/Detainee/Interface Components

This component includes the EOIR Court work area and courtroom space.

- Executive Office for Immigration Review (EOIR)
- Public/Detainee Visitation

##### 3.0 Detainee Living Components

Located inside the secure perimeter they are used by the detainees during their normal daily routine.

- Detention Administration
- Security Command
- Detainee Housing (w/dining)
- Detainee Services
- Recreation
- Library

##### 4.0 Service Components

Service functions for the CDF detainee population. They are typically placed in a secure area because detainees require frequent access to them or are given work details in these components.

- Processing
- Health Services
- Laundry
- Food Preparation

##### 5.0 Facility Support Components

These elements support the facility but do not provide direct services to the detainees and may be located outside the secure perimeter.

- Warehouse/Supply
- Maintenance/Fleet Operations
- Central Utility Plant



**EXAMPLE: Pearsall Contract Detention Facility, Pearsall, TX**

(b)(7)(E)



## Design Standards Purpose

### PURPOSE OF THE DESIGN STANDARDS

The ICE Design Standards (hereafter referred to as the Standards) contains criteria and concepts for the planning and design of the ICE operated spaces within a CDF. The standards contain the *organizational*, *operational*, and *functional* requirements for only the ICE Components.

The purpose of the Standards, is to establish operational directions and architectural relationships for ICE spaces. The decisions made and policies adopted during the development of the Standards are intended to provide direction and guidance during the planning and design of existing and future Contract Detention Facilities, bringing standardization to CDF's as well as reducing the amount of effort and time required to plan, design, construct and activate a CDF.

### USERS OF THE DESIGN STANDARDS

This document is intended for all individuals involved in the planning, design and construction of a CDF, including architects, engineers, contractors, DHS/ICE staff located at Headquarters, Regional, and District offices assigned to Detention and Removal and any other DHS agencies involved. This document is intended to communicate ICE requirements to service providers providing design, construction, and facility management services.

### APPLICATION OF THE DESIGN STANDARDS

The architectural information contained in the ICE Design Standards should be viewed as ICE policy applicable to the design of all CDF facilities. It is intended to provide to the user clear guidance on project requirements, conceptual solutions, and specific technical details. The information is intended to focus the user on meeting ICE needs, to educate regarding design of ICE operated CDF's, and to establish design performance conditions as well as to provide design solutions.

The requirements in the Standards are generic in nature. Specific applications such as the mission of the proposed facility, site conditions, ability to receive service support from local communities and other

institutions, and climactic differences must be considered.

The ICE Design Standards provide instructions that must be met, alternative acceptable solutions, and design issues the user should consider. For instructions that must be met, the user shall comply and provide final designs that meet these instructions. Alternative acceptable solutions provide the user with flexible choices to react to variations unique to the specific project. Issues being considered help the user understand the context of the problem and the needs of ICE.

The Design Standards are meant to be used as a guideline for the layout of the ICE Components. Design decisions must be coordinated through the ICE/DRO Facilities Management Unit. A review process will be established at the inception of each project, generally at the 30/60/90 percent design phases. ICE/DRO FMU will provide approvals after each stage.

Any deviations from the design standards must be approved by ICE/DRO FMU.





## Design Standards Organization

### ORGANIZATION OF THE ICE DESIGN STANDARDS

The ICE Design Standards are organized to provide conceptual and technical information in a structured manner.

The Design Standards document is organized for ease of use. The Standards are organized into five sections. Each section is designed to stand alone so it may be extracted for use in the planning and design process.

The side bar to the right briefly outlines the contents of each section of this document.

### DESIGN STANDARDS DEVELOPMENT PROCESS

The design standards documented herein have been developed by selected representatives from ICE/DRO FMU.

The Standards Development Team reviewed and evaluated existing ICE standards documents and assessed existing Service Processing Centers and Contract Detention Facilities noting advantages and disadvantages of each ICE layout and their post occupancy evaluation.

The goal of the design standards is to enhance the organizational, operational, and functional efficiencies of ICE components and their functional areas.

#### Design Standards Contents

##### **Section 1. Introduction**

The Introduction identifies the overall function of a CDF and discusses the purpose and organization of the Design Standards.

##### **Section 2. Organizational Requirements**

This section of the Standards discusses the history of ICE and how it is organized within the Department of Homeland Security (DHS) as well as within a CDF.

##### **Section 3. Operational Requirements**

This section of the Standards discusses the physical relationships of ICE within a CDF. Staff positions are identified and quantity corresponds to the number of beds within the CDF.

##### **Section 4. Functional Requirements**

This section of the Standards discusses the spaces needed for each ICE Component and corresponding technical requirements (i.e. functional description, room or area photograph, space plan, material, and equipment list).

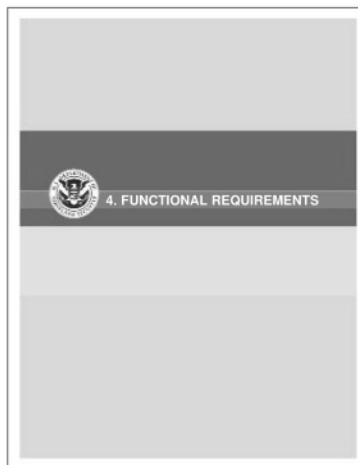
##### **Section 5. Appendix**

This section of the Standards contains a listing of reference publications and acronyms/abbreviations.

## Design Standards Report Contents



Project Statement  
Design Standards Purpose  
Design Standards Organization



ICE Space Requirements  
1.0 Office Zone  
2.0 Court Interface Zone  
3.0 Detainee Living Zone  
4.0 Service Zone  
5.0 Facility Support Zone



ICE Background  
ICE Function  
ICE Organization



Reference Publications  
Acronyms and Abbreviations



CDF Organization  
ICE Staff Positions/Organization  
ICE Staff Position Descriptions





## 2. ORGANIZATIONAL REQUIREMENTS

ICE Background  
ICE Function  
ICE Organization



## ICE Background

### U.S. DEPARTMENT OF HOMELAND SECURITY

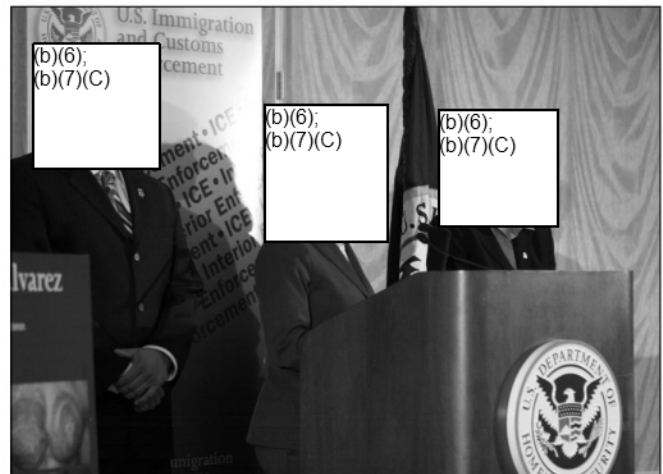
Homeland Security leverages resources within federal, state, and local governments, coordinating the transition of multiple agencies and programs into a single, integrated agency focused on protecting the American people and their homeland. More than 87,000 different governmental jurisdictions at the federal, state, and local level have homeland security responsibilities. The comprehensive national strategy seeks to develop a complementary systems connecting all levels of government without duplicating effort. Homeland Security is truly a “national mission.”

The organizational chart on the following page contains the major components that currently make up the Department of Homeland Security.

### HISTORY OF ICE

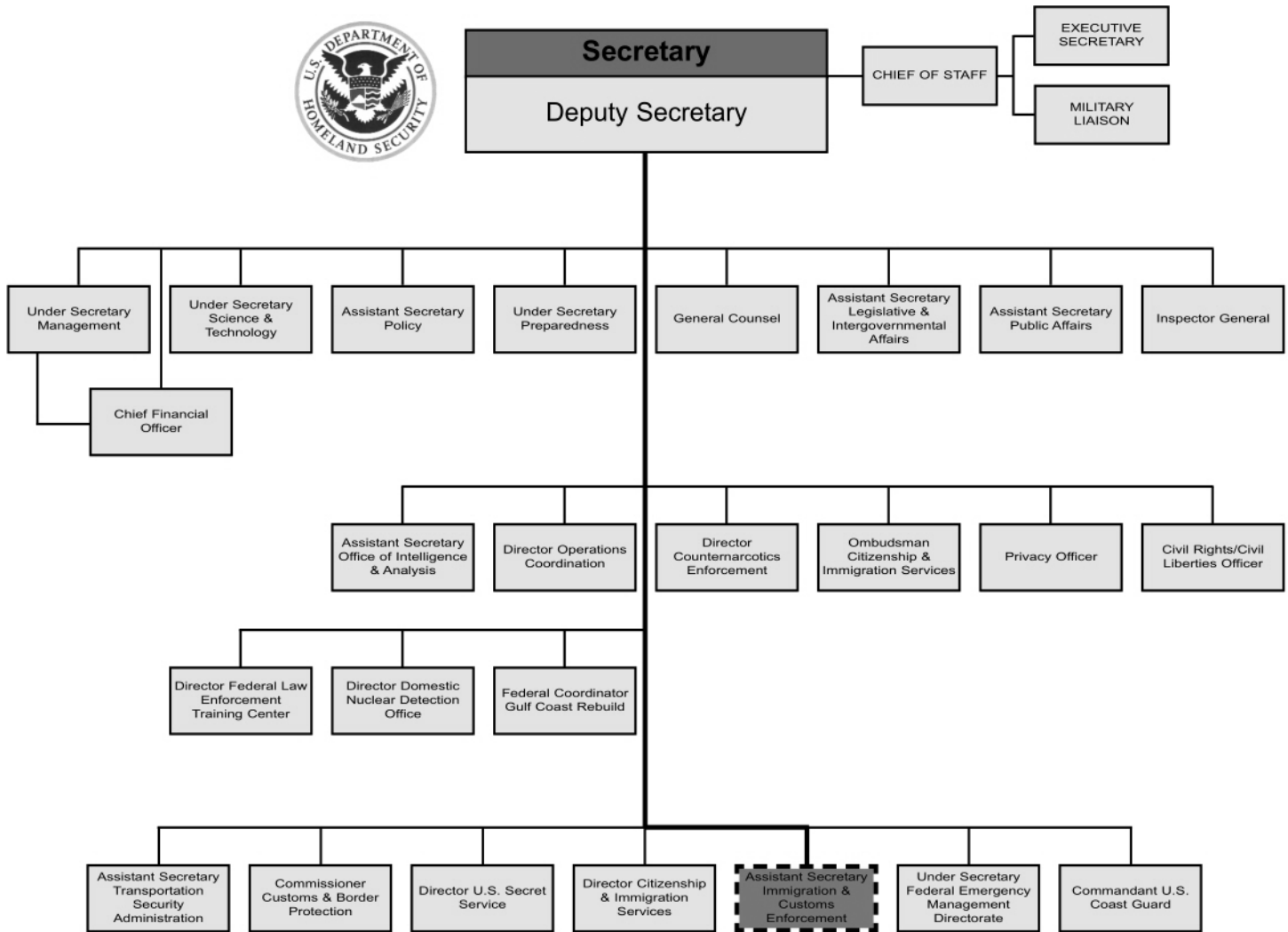
ICE was formed pursuant to the Homeland Security Act of 2002 following the events of September 11, 2001. With the establishment of the Department of Homeland Security the functions and jurisdictions of several border and revenue enforcement agencies were combined and reconstituted into Immigration and Customs Enforcement. Consequently, ICE is the largest investigative arm of DHS, and the second largest contributor to the nation’s Joint Terrorism Task Force.

The agencies that were either moved entirely or merged in part, based upon their law enforcement functions, included the investigative and intelligence resources of the United States Customs Service, the law enforcement resources of the Immigration and Naturalization Service, and the United States Federal Protective Service. Consequently, ICE is also charged with the protection of federal buildings within the United States.





### U.S. Department Homeland Security (DHS) Organizational Chart



7/06

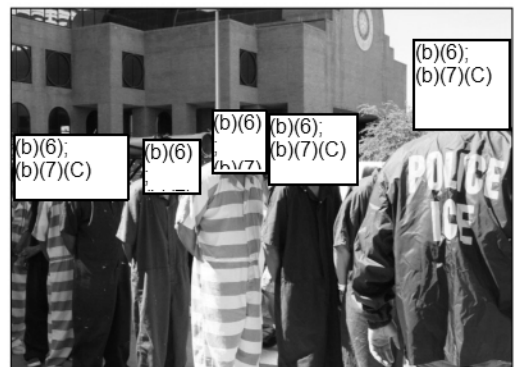
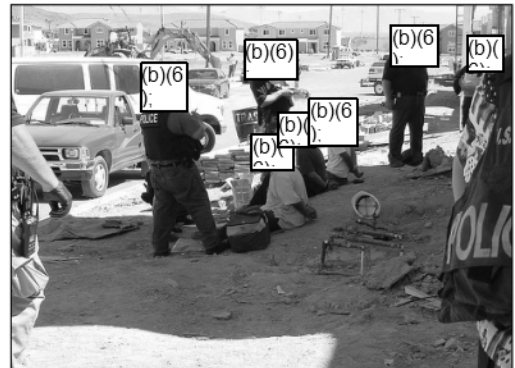


## ICE Function

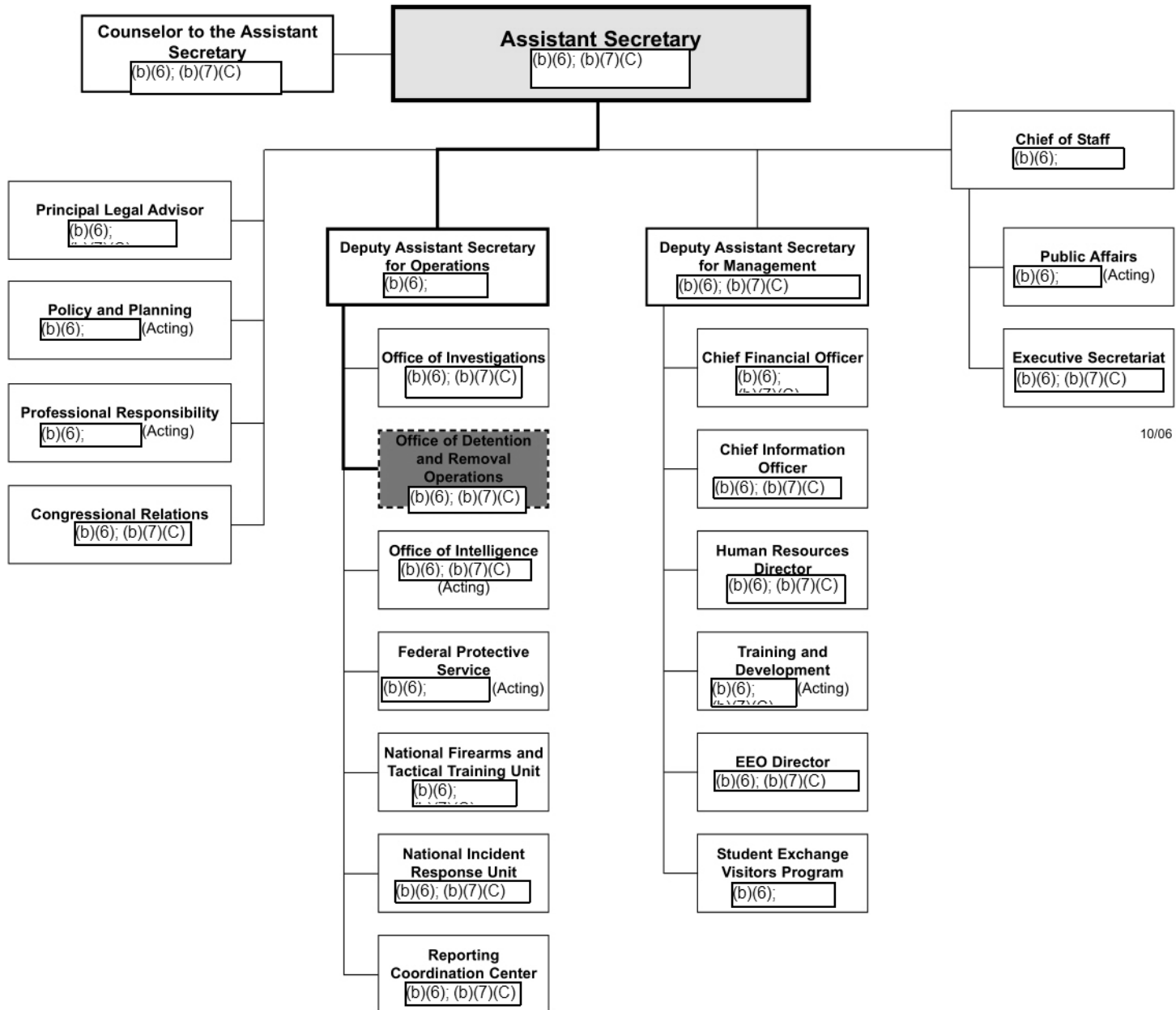
### U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT

The United States Immigration and Customs Enforcement (ICE) is the largest investigative arm of the United States Department of Homeland Security (DHS) and is responsible for identifying and dismantling vulnerabilities regarding the nation's border, economic, transportation and infrastructure security. Employing approximately 15,000 people, ICE is charged with the enforcement of over 400 federal statutes within the United States and maintains attaches at major U.S. embassies overseas. As such, ICE Special Agents arguably possesses the broadest investigative authority within the United States Government. The mission of ICE is to protect America and uphold public safety by targeting the people, money and materials that support terrorist and criminal activities. ICE is led by an Assistant Secretary who is appointed by the President of the United States and confirmed by the U. S. Senate. The Assistant Secretary reports directly to the Secretary of Homeland Security.

The organizational chart on the following page contains the major components that make-up the Immigration and Customs Enforcement.



## U.S. Immigration and Customs Enforcement (ICE) Organizational Chart



10/06



## **ICE Organization**

U.S. Immigration and Customs Enforcement is responsible for eliminating border, economic, transportation, and infrastructure security vulnerabilities. As such, the ICE organization is composed of four law enforcement divisions and several support divisions. These divisions of ICE combine to form a new investigative approach with new resources to provide unparalleled investigation, interdiction, and security services to the public and other law enforcement partners in the federal and local sectors.

The organizational chart on the following page contains the major components that make up a Contract Detention Facility. They include:

### **1. OFFICE OF DETENTION AND REMOVAL OPERATIONS (DRO)**

DRO is responsible for public safety and national security by enforcing the nation's immigration laws and ensuring the departure from the United States of all removable aliens. DRO has Immigration Enforcement Agents (IEAs) that are the uniformed presence of immigration enforcement within the interior of the United States, whereas the U.S. Border Patrol is the uniformed presence of immigration at the border. DRO also have Deportation Officers who identify, apprehend, and remove aliens that are deportable from the United States. DRO has the Criminal Alien Program (CAP) that apprehends and removes criminal aliens in jails and prisons. DRO has also been mandated by Congress to reduce the number of fugitive aliens through its Fugitive Operations Program (FUGOPS), aliens that are still in the United States with an outstanding Warrant of Deportation. As such, ICE is partnered with the U.S. Marshals Service in operating JPATS, the Justice Prisoner and Alien Transportation System, otherwise known as Con-Air to remove criminal aliens from the United States. DRO also is in charge of detention of aliens who are in deportation proceedings and managing ICE and contract detention facilities.

### **2. OFFICE OF THE PRINCIPAL LEGAL ADVISOR (OPLA)**

The Office of the Principal Legal Advisor (OPLA) within the Bureau of Immigration and Customs Enforcement (ICE) provides the full range of legal support, including core responsibilities for representing ICE before the Immigration Courts and the Board of Immigration Appeals.

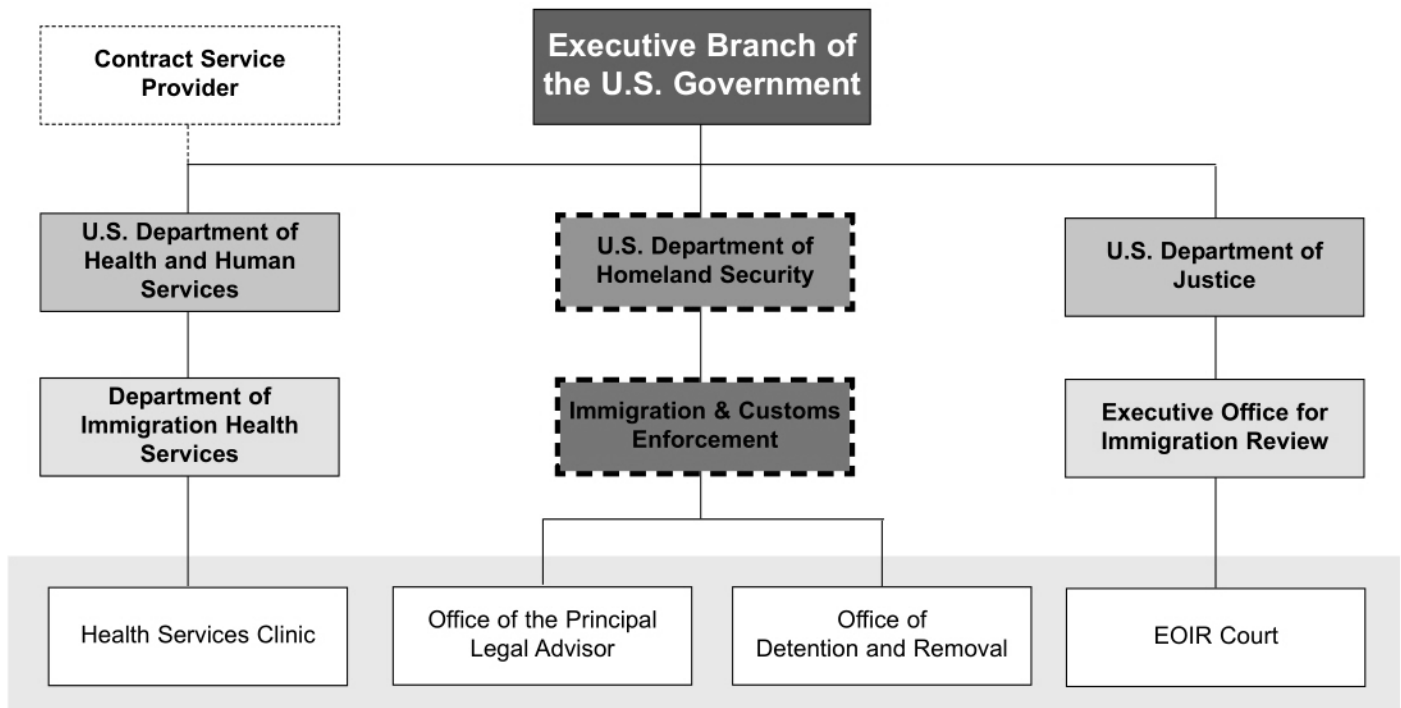
### **3. EXECUTIVE OFFICE FOR IMMIGRATION REVIEW (EOIR)**

The Executive Office for Immigration Review (EOIR) is an administrative tribunal that presides over all trial and appellate cases involving charges of immigration violations. On behalf of the Attorney General, EOIR exercises authority to interpret and administer Federal immigration laws and regulations through Immigration court proceedings, appellate reviews, and administrative hearings in certain types of immigration-related cases.

### **4. HEALTH SERVICES (HS)**

The SPC/CDF is responsible for the health and welfare of individuals in its custody. This responsibility mandates the provision of medical staff to provide care to detainees at the SPC/CDF in accordance with the Legacy Immigration and Naturalization Service Health Care Program Policy Manual and in compliance with accreditation standards.

### Contract Detention Facility (CDF) Organizational Chart



Four agencies are present within the CDF: Detention and Removal Operations (DRO), Office of the Principal Legal Advisor (OPLA), Executive Office for Immigration Review (EOIR) and Health Services (HS). These groups' respective areas of responsibility are:

1. Office of Detention and Removal Operations (DRO) is part of the Department of Homeland Security and is responsible for managing the detainees, presenting cases for deportation and executing deportations.
2. Office of the Principal Legal Advisor (OPLA) is part of the Department of Homeland Security and is responsible for prosecuting cases against detainees in the EOIR Court.
3. Executive Office for Immigration Review (EOIR) is part of the Department of Justice and is responsible for conducting the court hearings.
4. Health Services (HS) is part of the Department of Health and Human Services and is responsible for providing health services.

*NOTE: In some instances Health Services are provided through the Contract Detention Service Provider.*