

Contract No.: 70CDCR22D00000001

90. 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.
91. STATEMENT OF WORK (SOW): That portion of the contract, which describes the services to be performed under the contract.
92. STRIP SEARCH: An examination of a detainee's naked body for weapons, contraband, and physical abnormalities. This also includes a thorough search of all the individual's clothing while not being worn.
93. SUITABILITY CHECK: Security clearance process for Contractor and all Contractor Employees to determine favorable suitability to work on a Government contract.
94. 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.
95. TRAINING: An organized, planned, and evaluated activity designed to achieve specific learning objectives. Training may occur on site, at an academy of training center, at an institution of higher learning, through contract service, at professional meetings or through closely supervised on-the-job training. Meetings of professional associations are considered training when there is clear evidence of the above elements. All trainers must be certified, and certification shall be approved by the COR or ICE-designee.
96. 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.
97. 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.
98. WEAPONS: This includes but is not limited to firearms, ammunition, knives, slappers, billy clubs, electronic defense modules, chemical weapons (mace), and nightsticks.

II. STATEMENT OF WORK

A. Objective

The objective of this contract is to obtain comprehensive detention services as detailed below for an estimated population of 1,360 males, females and transgenders to be held in a high, medium, and low custodial setting. These detention services will be performed in Colorado, preferably within a 30-mile radius of the ERO – Denver Field Office at 12445 E Caley Avenue, Centennial, CO 80111.

B. Background and Mission

The Department of Homeland Security (DHS), 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

ICE requires a Contractor-owned or leased/Contractor-operated detention facility to house detainees for 24 hours per day, seven days per week, 365 days per year.

The Contractor shall provide operational capacity for 1,360 beds, for male, female and transgender detainees. The Contractor must be able to begin performance for full operational capacity and shall notify the CO that the facility is ready to begin accepting detainees no later than 2 months after award. This may occur earlier at the request of the Contractor, but only if ICE determines the Contractor can accept detainees, and a Notice to Proceed (NTP) is obtained.

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 (where possible); institutional detainee clothing; non-contact visitation, and on a case-by-case basis, 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

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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.

Virtual Attorney Visitation Capability

Virtual attorney visitation is an established facility protocol that allows attorneys (or legal representatives) to contact the facility and schedule video teleconference (VTC) visitation with their detainee client(s) at least 24 hours in advance of the desired teleconference. The facility plant layout and design shall accommodate virtual attorney visitation. The utilized space/room must be private, allowing for confidential attorney-client conversations, and equipped with video teleconference equipment and/or tablet(s) permitting both visual and audio communications. The room must also have a windowed door or other mechanism that allows detainee observation for safety. While the designated space and equipment can be utilized for other purposes, it is expected that virtual attorney visitation will be made available for at least six (6) hours each day.

Transgender Care

The Contractor shall meet the Transgender Care requirements stated in Section J, Attachments 23, 23A: Further Guidance Regarding the Care of Transgender Detainees and the Best Practices for the Care of ICE Transgender Detainees.

The facility shall include a special management unit(s) for administrative and discipline segregation.

Standards

Detention services shall be performed in accordance with the ICE Performance-Based National Detention Standards (PBNDS) 2011 with 2016 revisions (PBNDS 2011 (REV. 2016)), which are available at www.ice.gov/detention-standards/2011. NOTE: Where ICE PBNDS 2011 is referenced throughout this solicitation and its attachments, it shall be interpreted to designate ICE PBNDS 2011 with 2016 revisions. 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 also operate in accordance with the ICE ERO COVID-19 Pandemic Response Requirements (PRR) available at <https://www.ice.gov/doclib/coronavirus/eroCOVID19responseReqsCleanFacilities.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 twelve (12) months of housing the first ICE detainee.

The Contractor shall be responsible for obtaining and maintaining accreditation under the National Commission on Correctional Health Care (NCCHC) within twelve (12) months of housing the first ICE detainee.

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The Contractor shall warrant that there are no legal impediments to housing ICE detainees under Colorado law and concur that the risk is solely on the Contractor.

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). The male and female populations shall consist of all four levels. Upon discovery that a detainee may be a juvenile, the Contractor shall immediately notify the COR or ICE-designee and follow the instructions of the COR or ICE-designee.

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

The Contractor agrees to accept and provide for the secure custody, care, and safekeeping of detainees in accordance with the State and local laws, standards, policies, procedures for firearms requirements, or court orders applicable to the operations of the facility.

D. Facilities

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

1. Detention Space

The facility shall meet at a minimum all ACA and PBNDS 2011 (REV. 2016) requirements. Though not binding on existing detention space, the Contractor can also review the ICE Contract Detention Facility (CDF) Design Standards available at: http://cams.ocgov.com/Web_Publisher_Sam/Agenda07_20_2010_files/images/O00110-000775A.PDF, and Addendums A and B to this RFP. The Contractor is encouraged to go beyond any minimum requirements to provide detention services at optimal levels of PBNDS 2011 (REV. 2016) requirements.

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

2. U.S. Citizenship and Immigration Services (USCIS) Space

The Contractor shall provide desk space for at least two (2) USCIS asylum officers.

3. Executive Office for Immigration Review (EOIR) Space

The Contractor shall refer to ICE/EOIR Design Standards (Addendum A – ICE/EOIR Design Standards) for courtrooms, offices, and workstation sizes, and specific furnishing requirements. All furniture and case goods shall be furnished by the Contractor in accordance with ICE Design Standards.

The Contractor must provide the following:

- a) 3 Courtrooms and accompanying office and support space as per the EOIR Design Standards. Each courtroom should have the capability to hold live court as well as hold video teleconferencing court.
- b) 5 Offices (see Standards for size)
- c) 13 Workstations (see Standards for size)
- d) Separate entrance for judges required with complete security system and access to parking lot. Must be ADA compliant.
- e) IT system/space as per the EOIR Design Standards.

4. ICE Administrative Space

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.

- a) Administrative office and support space for ICE enforcement staff of approximately 39 employees, including:
 - Officer in Charge (OIC) (1 office – 120 sqft min)
 - Assistant Field Office Director (AFOD) (1 office – 120 sqft min)

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- (b) (7)(D) Supervisory Detention and Deportation Officer (SDDO) (4 offices – 100 sqft min per office)
- (b) (7)(D) Detention Officer (DO) (6 offices – 100 sqft min per office)
- (b) (7)(D) Enforcement and Removal Assistant (ERA) (9 offices – 100 sqft min per office)
- (b) (7)(D) Bond Control Specialist (BCS) (1 office – 100 sqft min)
- (b) (7)(D) Mission Support Specialist (MSS) (1 office – 100 sqft min)
- (b) (7)(D) Contracting Officer's Representative (COR) (1 office – 100 sqft min)
- (b) (7)(D) Detention Standard Compliance Officer (DSCO) (1 office – 100 sqft min)
- (b) (7)(D) CMCO (1 office – 100 sqft min)
- (b) (7)(D) IHSC Field Medical Coordinator (1 office – 100 sqft min)
- (b) (7)(D) Office of the Principal Legal Advisor (OPLA) (5 offices – 100 sqft min per office)
- (b) (7)(D) Custody Resource Coordinator (CRC) (1 office – 100 sqft min)

b) Additional administrative areas for ICE enforcement staff:

- Break room with kitchenette (i.e., small food storage/preparation area including a refrigerator, microwave and sink at a minimum)
- Storage/Secure File Room
- Interview Room
- Conference Room (with VTC capability)
- Secure File Room
- VTC Room
- Copier/Fax/Printer/Shredder Area
- Male Restroom (not used/shared with detainees/inmates)
- Female Restroom (not used/shared with detainees/inmates)

All furniture shall be furnished by the Contractor.

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.

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c) Additional Requirements for ICE Administrative Office Space

1) Furniture

All furniture and case goods shall be furnished by the Contractor. Any systems furniture shall be electrically hardwired to the building electrical support by the Contractor and have bottom raceways for data and telecommunications lines. The systems furniture must have knockouts within the bottoms raceways as well as numerous grommets within the work surface. The system furniture must have overhead storage (with locking flipper doors) and lighting capacity under the overhead storage.

2) ICE IT Equipment

ICE will provide and install IT equipment in office spaces for ICE personnel only, to include CPUs, screens, printers, and fax machines and copiers.

3) Communication and VTC

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

ICE requires provision of the following:

- 39 phone numbers/lines/extensions.
- 3 separate fax numbers/lines/extensions; and
- 5 VTC lines (PRI/T1) for two VTC systems.

5. Parking Spaces at the Contracted Detention Facility:

The Contractor shall provide hard surface (concrete or asphalt) parking for all ICE employees and visitors at no additional cost. The Contractor must provide ICE employee parking in a secure surface (concrete or asphalt) 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 or designated ICE official. 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 or asphalt) parking lot for visitors. Street parking for ICE visitors is not acceptable.

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The Contractor shall provide at least 61 secured, surface parking spaces on-site at the facility exclusively for Government employees and ICE visitors to use as follows:

- (b) (7)(E) – ICE employees
- (b) (7)(E) – ICE visitors
- (b) (7)(E) – EOIR employees
- (b) (7)(E) – EOIR visitors

E. Armed Transportation Services:

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

The Contractor shall assign, at a minimum, two-person teams of transportation officers, at least one transport officer shall be of the same gender of detainees being transported, whenever necessary throughout a 24-hour period, 7 days a week, including weekends and holidays. Except in emergency situations where there is no same-gender transport officer available, 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. 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 (REV. 2016) requirements, to safely provide the required transportation services per facility as listed below. The Contractor shall comply with all federal and state laws regarding 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 (REV. 2016). 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.

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3. 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.
4. All transportation Detention Officers shall be armed in the performance of these duties. The Contractor shall supply and maintain restraining equipment, per PBNDS 2011 (REV. 2016), Standard 3.1 "Transportation (by Land)." ICE personnel reserve the right to approve such restraining equipment, as well as the right to inspect such restraining equipment.
5. The Contractor shall comply with ICE transportation standards related to the number of hours the Contractor employee may operate a vehicle. Overnight lodging resulting from transportation services shall be approved in advance by the COR or designated ICE official; overnight lodging expenses shall be billed at rates not to exceed the applicable GSA per diem rates. Transportation shall be accomplished in the most economical manner and in accordance with the applicable GSA per diem rates.
6. The Contractor shall, upon order of the COR or designated ICE official, 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 or designated ICE official. The Contractor shall then transport the detainee to the detention facility.
7. The COR or designated ICE official may direct the Contractor to transport detainees to unspecified, miscellaneous locations, within a 400-mile radius of the facility.
8. When the COR or ICE-designated official provides documents to the Contractor concerning the detainee(s) to be transported and/or escorted, the Contractor shall deliver these documents only to the named authorized recipients or his or her designee. The Contractor shall ensure the material is kept confidential and not viewed by any person other than the authorized recipient.
9. 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.
10. 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.
11. 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 noted below, and other similar routes as directed by the COR or designated ICE official:
 - To/from the facility and:

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- ICE ERO Denver Field Office – Centennial, CO
- ICE ERO Cheyenne Sub-Office – Cheyenne, WY
- ICE ERO Craig Sub-Office – Craig, CO
- ICE ERO Grand Junction Sub-Office – Grand Junction, CO
- ICE ERO Glenwood Springs Sub-Office – Glenwood Springs, CO
- ICE ERO Frederick Sub-Office – Frederick, CO
- ICE ERO Alamosa Sub-Office – Alamosa, CO
- ICE ERO Durango Sub-Office – Durango, CO
- ICE ERO Florence Sub-Office – Florence, CO
- Customs at Denver International Airport (DIA) – Denver, CO
- ICE Air Ops at DIA – Denver, CO
- County of Denver – Denver, CO
- City of Denver (PADF) – Denver, CO
- Douglas County Jail – Castle Rock, CO
- El Paso County CJC – Colorado Springs, CO
- El Paso County Metro – Colorado Springs, CO
- Jefferson County Jail – Golden, CO
- Park County Jail – Fairplay, CO
- Pueblo County Jail – Pueblo, CO
- Teller County Jail – Divide, CO
- Washington County Jail – Akron, CO
- Arapahoe County Jail – Centennial, CO
- Adams County Jail – Brighton, CO
- Larimer County Jail – Fort Collins, CO
- City of Aurora – Aurora, CO
- Weld County Jail – Greeley, CO
- Fort Morgan Jail – Fort Morgan, CO
- Broomfield County Jail – Broomfield, CO
- Clear Creek County Jail – Georgetown, CO
- Delta County Jail – Delta, CO
- Mesa County Jail – Grand Junction, CO
- Boulder County Jail – Boulder, CO
- Sweetwater County Jail – Green River, WY
- Moffat County Jail – Craig, CO
- Platte County Detention Center – Wheatland, WY
- La Plata County Jail – Durango, CO

All transportation reports must be submitted to the COR or designated ICE official within two business days of trip completion.

12. Monthly Status Report: The report will include at a minimum the information required for each G-391 for every trip as indicated in the G-391 Upload Template attachment (see attached Excel file). A breakdown of hours and personnel will also be provided and divided into Transportation Guard Hours and Stationary Guard Hours. This breakdown will be provided monthly in the Contractor's format along with the G-391 Upload Template and emailed to the COR. A breakdown of vehicles used (year, model, and capacity) will also be required if the Contractor is using Contractor owned vehicles. This information will be available electronically to government users and submitted in addition to the invoice each month. The

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Government reserves the right to update the attached G-391 Upload Template or to provide an updated means of uploading transportation data to fix issues, expand capabilities, and improve performance of the worksheet.

F. Stationary Guard Services

1. The Contractor shall provide on demand stationary guard services as requested by the COR or ICE-designated official and shall include, but is not limited to, escorting and guarding detainees to medical or doctor appointments; hearings; ICE interviews; and any other remote location requested by the COR or designated ICE official. Qualified guard personnel employed by the Contractor under its policies, procedures, and practices will perform such services. The Contractor agrees to augment such practices as may be requested by ICE to enhance specific requirements for security, detainee monitoring, visitation, and contraband control. Upon the order of the COR or designated ICE official or in an emergency, the Contractor shall provide an officer to safeguard the detainee(s) at a medical facility while undergoing medical examination or treatment as either inpatient or outpatient care. Such assignments may include but are not restricted to medical appointments of detainees. The detainee shall be kept under constant supervision. Public contact is prohibited unless authorized in advance by the COR or designated ICE official.
2. The Contractor agrees to provide stationary guard services on demand by the COR or designated ICE official and shall include, but shall not be limited to:
 - Escort and maintain custody of the detainee(s) under order of the COR or designated ICE official
 - Monitor all holding rooms – log health and welfare checks
 - Serving detainees prepared meals provided by the Contractor
 - Searching holding cells for weapons or contraband
 - Conduct limited pat-downs
 - Receive, inventory, and search detainee property
 - Transfer/escort detainees between holding rooms, processing area, court, and VTC rooms.
 - Apply and remove detainee restraints
 - Support Intake and processing of detainees, flight, and transportation operations
 - Provide support in detention operations as required for the removal process of detainees
 - Provide transportation services for intake and processing purposes
 - Upon notification by the COR or designated ICE official, provide detainee medical transportation to a hospital location and shall keep the detainee under supervision 24 hours per day until the detainee is ordered released from the hospital, or at the order of the COR or designated ICE official.
3. The Contractor agrees to provide stationary guard services/posted at the Denver Field Office on demand by the COR or designated ICE official and shall include, but shall not be limited to a two-person team, one team member being the same gender as ICE detainee(s) to:
 - Escort and maintain custody of the detainee(s) under order of the COR or designated ICE official
 - Monitor all holding rooms – log health and welfare checks
 - Serving detainees prepared meals provided by the Contractor

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- Searching holding cells for weapons or contraband
 - Conduct limited pat-downs
 - Receive, inventory, and search detainee property
 - Transfer/escort detainees between holding rooms, processing area, court, and VTC rooms.
 - Apply and remove detainee restraints
 - Support Intake and processing of detainees, flight, and transportation operations
 - Provide support in detention operations as required for the removal process of detainees
 - Provide transportation services for intake and processing purposes
 - Upon notification by the COR or designated ICE official, provide detainee medical transportation to a hospital location and shall keep the detainee under supervision 24 hours per day until the detainee is ordered released from the hospital, or at the order of the COR or designated ICE official.
4. The numbers and frequency of these services shall vary, but to the extent possible, the COR or ICE-designated official 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 or designated ICE official specifies additional guards are required.
5. The following notes are applicable to the above posts:
- a) All on call stationary guard 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 or designated ICE official when operationally necessary.
 - c) All necessary meals shall be provided by the Contractor when the detainees(s) are in the custody of the Contractor.
 - d) COR shall guarantee a minimum of two hours for each on call stationary guard post directed.
 - e) The Contractor remains responsible for providing security and preventing escapes.
- The itemized monthly invoice for such on call guard services shall state the number of hours being billed, the duration of the billing (times and dates to include travel to and from location being guarded) and the names and "A" numbers of the detainees who were guarded. Such services shall be denoted as a separate item on submitted invoices. ICE agrees to reimburse the Contractor for actual on call guard services provided at the negotiated rate.
6. When the COR asks for on-demand guard services, the Contractor shall not pull a guard from a post position without back-filling the posted position.

G. Pre-Transition Completion Certification

Any resulting contract shall include a Base Period Transition phase of up to 2 months. The Contractor shall certify in writing to the Contracting Officer at the completion of the Pre-Transition phase(s), and no later than date of award, the following:

"[Insert Contractor Name] hereby certifies in accordance with contract [insert contract number], that all Pre-Transition activities are complete, and requests commencement of the 60-Day Transition period. [Insert Contractor Name] recognizes that it must obtain a Notice to Proceed (NTP) from the Contracting Officer prior to the completion of the 60-Day Transition period. [Insert Contractor Name] also recognizes that the Government reserves the right to extend the Transition period after 60 days until the NTP is issued, and this Transition time extension shall be at no cost to the Government. Any time extension granted during the Transition period as a result of a failure to obtain the required NTP shall only apply to the Transition period. All remaining contract completion dates for all other portions of work under this contract shall not be altered.

Firm _____

Signature _____

Name _____

Title _____

Date of execution _____,

H. 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). The NTP shall only be issued prior to completion of the 60-day transition period when all requirements of this solicitation are met. If the NTP is not issued prior to the completion of the 60-day transition period, the Government reserves the right to extend the transition period until the NTP is issued, and this extension shall be at no cost to the Government. If the Contractor fails to obtain the NTP within 120 days of the commencement of the transition period, the Government reserves the right to terminate the contract for cause.

If ICE determines that the Contractor can accept detainees, the NTP will be issued by the Contracting Officer. The Contractor shall be prepared to begin performance and accept detainees up to the facility capacity immediately upon issuance of the NTP. Performance may begin with staged capacity or open with full capacity, as stated in the NTP. The NTP shall be obtained prior to the first detainee arrival, and is contingent upon, but shall not be limited to, the following:

- a) Receipt and approval of all design/construction documents, including any required environmental, health and safety documents, licenses and/or certificates.
- b) Preliminary fitness determination and training documentation for an adequate number of facility staff. Note: 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.
- c) Onsite availability of all medical related facilities, staffing, services, supplies, equipment, and IT resources required by this solicitation.

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- d) Implementation of all detainee programs and facility support services including medical services, legal services, recreational services, cafeteria services, clothing supplies, laundry services, commissary services, library, chaplain services, recreational programs VTC, Detainee Telephone Services (DTS), visitation, and enhanced programs such as religious services and other social programs.
- e) Onsite availability of a Disturbance Control Team and all approved related equipment.
- f) Obtaining all insurance, bonding, licenses, and permits, including:
 - 1. Design/Construction Permits.
 - 2. Business Licenses.
 - 3. Employee Professional Licenses.
 - 4. Weapons licenses and staffing firearms qualifications.
 - 5. FCC licenses as required for any communications equipment.
- g) Installation of all telephone, computer, software, and broadband services, including all required licenses, servers, wiring and related equipment, to include any Government Furnished Equipment (GFE).
- h) Implementation and full operation of all business management procedures and systems.
- i) Onsite availability of all transportation personnel, assets, and equipment.
- j) Successful completion of any design/construction review including acceptable punch list remedies.
- k) Successful completion of any security inspections, drills, or other assessments.
- l) Successful completion of any other assessments related to any standards applicable to the contract.

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 (REV. 2016) and ACA standards. The Contractor shall provide the COR with a curtesy copy of its updated Quality Control Plan, Standard Operating Procedures as well as any other operational plan, policy or procedures manual within 30 days of modification. The Contractor's operational and/or corporate policies that do not impact ICE operations (e.g., 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 Office of Public Affairs and express permission granted by the CO. The Government considers such information privileged or confidential.

In the event of third-party litigation pertaining to the services performed at the facility, the Contractor will notify the Contracting Officer promptly (within 2-business days) of the existence of a lawsuit against the Contractor. The Contractor will coordinate and seek review and approval from ICE before release of any ICE-documents, including information about detainees, in discovery.

B. Records

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All records related to contract performance shall be retained in a retrievable format for three years. Except as otherwise expressly provided in this SOW, 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 or designated ICE official 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 (REV. 2016), 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 their website: <https://www.ice.gov/contact/media-inquiries#wcm-survey-target-id>

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

All detainee files are to be prepared, maintained, retired, and disposed of in accordance with ICE policy. Policy and procedures shall be developed to ensure the confidentiality and security of all detainee files. The Contractor shall be responsible for detainee record keeping services and personal property. See Section J, Attachment 19.

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. An example of such justification is: 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

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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. Offerors shall provide a Quality Control Plan (QCP) which will be incorporated into the contract upon award. 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, determine appropriate corrective action(s), and submit timely implementation plan(s) to the COR.

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

F. Quality Assurance Surveillance Plan (QASP)

ICE has developed a Quality Assurance Surveillance Plan (QASP), incorporated in Section J, Attachment 14, pursuant to the requirements of the SOW. It will present the financial values and

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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 (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/deductions in the Contractor's invoice shall reflect the contract's reduced value resulting from the Contractor's failure to perform required services pursuant to the contract's Quality Assurance Surveillance Plan (QASP) and/or the Performance Requirements Summary (PRS). 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 also comply with all required inspections, including but not limited to interviews, physical inspections, and requests for information. The Contractor shall immediately inform ICE of all proposed inspections by Government or regulatory agencies. If the Contractor believes that a proposed or requested inspection is not required, it shall refer the matter to ICE and abide by ICE's determination as to whether the proposed inspection is required. The Contractor shall

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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 or designated ICE official monthly or as deemed necessary by either party. These meetings will provide a management level review and assessment of Contractor performance, and a discussion and resolution of problems.

IV. PERSONNEL AND STAFFING

GENERAL

ICE has determined that performance of the tasks as described in solicitation number 70CDCR21R00000002 requires that the Contractor, subcontractor(s), vendor(s), etc. (herein known as Contractor) have access to sensitive DHS information. The Contractor shall always comply with and adhere to the requirements and provisions of **Section H.2 "SECURITY REQUIREMENTS - REQUIRED SECURITY LANGUAGE FOR SENSITIVE /BUT UNCLASSIFIED (SBU) CONTRACT DETENTION FACILITY"**.

A. 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-approved 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 85% for custody staff, 80% for health services and 85% for all other departments of the total ICE-approved staffing plan. The approved staffing levels for detention/correctional officers (custody staff) shall not fall below a monthly average of 85%. Staffing levels for all departments other than custody and health services will be calculated in the aggregate.

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

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

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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 Transition or ramp up 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 daily.

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 CO on all contract-related matters.

3. Key Personnel

The CO 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. The Offeror is responsible for proposing a staffing plan, including the required key personnel, that meets the requirements of the SOW. Key personnel shall be evaluated in accordance with Section M, Paragraph M.3, Subparagraph 4.1.4.

Any subsequent changes to key personnel must meet these criteria and be approved in writing by the CO. The following are considered key personnel for the contract. The Contractor may use other titles.

- a) Warden/Facility Director.** The Warden/Facility Director shall hold an accredited bachelor’s degree in an appropriate discipline, or significant military or corrections experience of a minimum 15 years, and have at least five years of related administrative experience, and have knowledge of program objectives, policies, procedures, and requirements for managing a secure detention/correctional facility. The degree

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requirement may be satisfied by completion of a career development program that includes work-related experience, training, or college credits at a level of achievement equivalent to the bachelor's degree, as practiced in the federal hiring process. The official holding this position, even in an acting capacity, shall meet ACA requirements.

- b) **Assistant Warden/Assistant Facility Director.** The Assistant Warden/Facility Director shall hold an accredited bachelor's degree in an appropriate discipline or have a minimum of three years of related industry experience, and have knowledge of program objectives, policies, procedures, and requirements for managing a secure detention/correctional facility. The official holding this position, even in an acting capacity, shall meet ACA requirements.
- c) **Supervisory 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.
- f) **Behavioral Health Program Manager (position will be removed once Medical is transferred to IHSC).** The Behavioral Health Program Manager will have appropriate credentials in Psychology or be a Licensed Clinical Social Worker (LCSW) and shall be responsible for developing, implementing, coordinating, and evaluating the specialty group programming and for coordinating and evaluating all activities within the specialty group program. The Program Manager shall be responsible for initiating group programming plan and for implementing, monitoring the program in compliance with this attachment and designing and implementing the evaluation and reporting requirements. In addition to clinical considerations, the Program Manager should demonstrate an on-going awareness of evidenced-based mental health treatment for comparable populations and modern correctional practice. Accountability for the total treatment effort is the prime concern of this position. The Behavioral Health Program Manager shall provide direction and oversight to the line behavioral health staff.
- g) **Behavioral Health Specialists (position will be removed once Medical is transferred to IHSC).** Given the nature of the services to be performed and the population housed at

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the facility, the contractor shall try to recruit bilingual (Spanish-speaking) staff to the maximum extent practicable. The Government has a preference for at least 67% (or two-thirds) of the behavioral health staff to be bilingual in Spanish (the top language spoken by ICE detainees), with multiple language capability. Bilingual Spanish speaking staff must be tested for proficiency in any language other than English and meet a minimum score of S2 (Limited Working Proficiency) on the Interagency Language Roundtable (ILR) scale, or an equivalent test, prior to use in this capacity. The Contractor shall provide copies of the language proficiency scores to the COR for review and verification. Staff will have professional work experience in a variety of treatment approaches, to include trauma-informed care service provision.

h) Dedicated Security Personnel (position will be removed once Medical is transferred to IHSC). All security personnel will be trained in the goals of the group programming as outlined in the Objectives, including trauma-informed approaches and interacting with individuals with mental illness, and crisis intervention techniques to include de-escalation techniques.

1. The Contractor shall provide escorting and guarding detainees during group programming.
2. Dedicated Security Personnel are fixed posts. 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 or Alternate COR when operationally necessary*

i) Data Systems and Reporting Analyst (position will be removed once Medical is transferred to IHSC). The Contractor shall be required to build, maintain, and utilize an appropriate and approved data system(s) for capturing and reporting data. This data is to include, but may not be limited to, demographic information, electronic health records, and programming data for detainees participating in group programming. The Contractor shall ensure that contracted staff provided timely and complete data extracts quarterly and upon ICE's request.

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 the CO/COR 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

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as necessary. The Contractor shall make the chart available for review by the CO or COR upon request.

B. Employee Health

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

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

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

All Contractor personnel must provide documentation regarding the following:

1. History of testing for tuberculosis (TB) within the last 12 months:
 - a) Chest x-ray if employee has a history of latent TB infection (LTBI), treatment history for LTBI or TB disease, if applicable; and
 - b) Additionally, on an annual basis and at own expense, Contractor 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 Contractor in a custody or detention environment are at significant risk for acquiring or transmitting Hepatitis B, measles, mumps, rubella, varicella, and seasonal influenza. These diseases are vaccine preventable. Therefore, the following vaccinations are highly recommended for the Contractor personnel. If staff decline or refuse any of these recommended vaccines, an Immunization Declination Form is required, and the COR must be notified of the refusal. ICE reserves the right to refuse Contractor employees that refuse vaccines.

- a) Hepatitis A.
- b) Hepatitis B.

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(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

- c) Varicella.
- d) Measles, Mumps, Rubella (MMR).
- e) Diphtheria, tetanus, a-cellular pertussis (DTAP); and
- f) Annual seasonal influenza.
- g) COVID-19 vaccine

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

C. 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.

D. 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 or designated ICE official. 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.

E. 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 or designated ICE official, 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 or designated ICE official when the employee is removed from duty on this particular contract. The Government's instruction to remove a Contractor employee from this contract is not and shall not be construed to require

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termination from employment by the Contractor; all employment decisions between the Contractor and its employees are the responsibility of the Contractor. 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 CO. The Contractor shall act 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.

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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 or designated ICE official.
13. Repeated failure to comply with visitor procedures as determined by the COR or designated ICE official.
14. Performance, as determined by investigation by the CO, involving acquiescence, negligence, misconduct, lack of diligence, good judgment, and/or good common sense resulting in, or contributing to, a detainee escape.
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 or designated ICE official, 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 or designated ICE official. If such reassignments are not available, the Contractor shall remove the employee from work under this contract and other ICE contracts.

F. 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.

G. Dual Positions

If 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 CO the failure of the Contractor to provide necessary personnel to cover positions.

H. Post Relief

Detention Officers shall not leave his or her post until relieved by another Detention Officer, and this requirement shall be reflected in the post orders. 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.

I. 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.

J. 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.

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- c) To avoid the appearance of having Government issued badges, the Contractor shall not possess wallet type badges or credentials. All credentials shall be approved by the COR or other ICE designated official.

K. 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 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.

L. 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.

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

2. Starting and Stopping Work

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

a) Recording Presence

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

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

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

b) Rest Periods

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

c) Work Relief

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

d) Stationary Guard Services

When the COR requests on-demand guard services, the Contractor's employees shall not leave the assigned post until a substitute officer fills the post-position.

N. Information Technology Security Clearance

When sensitive government information is processed on Department telecommunications and automated information systems, the Contractor agrees to provide for the administrative control of sensitive data being processed and to adhere to the procedures governing such data as outlined in *DHS IT Security Program Publication DHS MD 4300.Pub.* or its replacement. Contractor personnel must have favorably adjudicated background investigations commensurate with the defined sensitivity level.

Contractors who fail to comply with Department security policy are subject to having their access to Department IT systems and facilities terminated, whether 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).

O. Training

All training shall be conducted in accordance with PBNDS 2011 (REV. 2016), 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 sub-section. The Contractor shall provide the required refresher courses or have an institution acceptable to the COR to provide the training. Failure of any employee to complete training successfully is sufficient reason to disqualify him or her from duty.

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

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

a) Basic Training Subjects

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Officers must complete the training required in accordance with the ACA and PBNDS 2011 (REV. 2016). 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 (REV. 2016). On-line training is specifically prohibited to meet these requirements, unless approved in writing by the COR.

** Critical Training Subjects*

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

b) Refresher Training

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

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

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

c) On-the-Job Training

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

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

d) Training During Initial 60 Day Period

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

e) Basic First Aid and CPR Training

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

- 1) Respond to emergency situations within four minutes.
- 2) Perform cardiopulmonary resuscitation (CPR).
- 3) Recognize warning signs of impending medical emergencies.
- 4) Know how to obtain medical assistance.
- 5) Recognize signs and symptoms of mental illness.

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- 6) Administer medication.
- 7) Know the universal precautions for protection against blood-borne diseases.

2. Supervisory Training

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

a) Techniques for issuing written and verbal orders	2 HRS
b) Uniform clothing and grooming standards	1 HR
c) Security Post Inspection procedures	2 HRS
d) Employee motivation	1 HR
e) Scheduling and overtime controls	2 HRS
f) Managerial public relations	4 HRS
g) Supervision of detainees	4 HRS
h) Other company policies	4 HRS

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

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

3. Proficiency Testing

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

4. Certified Instructors

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

5. Training Documentation

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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 ACA and DHS Standards. A fire and emergency plan shall exist and shall be aggressively managed. The Contractor shall ensure facilities conformance to the following:

1. Be clean, mold/mildew free, and vermin/pest free.
2. Have a suitable waste disposal program.
3. The Contractor shall provide and distribute suitable linens (sheets, pillowcases, towels, etc.).
4. The Contractor shall launder and change linens per PBNDS 2011 (REV. 2016).
5. The Contractor shall provide and distribute appropriate clean blankets.
6. The Contractor shall ensure fire and emergency exits remain unimpeded to permit prompt evacuation of detainees and staff members in an emergency.
7. 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 ensure 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 active recruitment and hiring of Spanish-speaking staff, and professional interpretation and translation. Fifty percent (50%) or more bilingual staff is preferred but not required. Oral interpretation should be provided for detainees who are illiterate. Other than in emergencies, and even then, only for that period

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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. Telephones that can be used for this purpose must be available as directed by ICE. In addition, deaf detainees or residents shall have access to a TTY telephone. 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.
6. Policies and procedures addressing the identification, treatment and monitoring of detainees in withdrawal from alcohol and/or substance abuse.
7. Policies and procedures addressing the identification, treatment and monitoring of detainees with mental health conditions, to include the voluntary and involuntary administration of therapeutic medications.

D. Medical Services

The Government anticipates the transfer of Medical Services, including the services covered under Attachment 1-Comprehensive Mental Health Group Programming, to the ICE Health Services Corps in approximately September 2022. Therefore, the Government anticipates that it will not exercise the CLINs for Medical services (and Attachment 1) in the future option years.

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

The Contractor shall ensure quality health care delivery and accountability in compliance with detention standards through a continuous quality improvement (CQI) system that includes risk management, patient safety, and health services delivery quality assurance programs. The CQI system identifies, addresses, and monitors health care delivery for undesired outcomes and trends, including but not limited to those due to near miss occurrences, adverse events, sentinel events, and systemic processes or outcomes. Concerns identified from the CQI system risk assessment are addressed

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through corrective action plans.

The Contractor shall report all incidents, according to IHSC incident reporting criteria, to the FMC immediately. Detainee deaths while housed at the facility are subject to an IHSC directed mortality review, concurrent or subsequent root cause analysis for the purpose of identifying actual and potential process failures and errors.

The Contractor shall be responsible for providing health care services for ICE detainees at the Facility in accordance with the ICE PBNDS 2011 (REV. 2016), the NCCHC and/or ACA standards that are in place prior to obtaining a notice to proceed (NTP), and the PRR. Areas covered include, but are not limited to, 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 current ICE Health Service Corps (IHSC) Formulary (Attachment 2) and IHSC form 067 for approval of non-formulary medications (Attachment 3) 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 (e.g., 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 Contractor. 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 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.

The exception 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 Contractor, 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 Contractor 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 Contractor 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 Contractor 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.

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2. The Contractor shall furnish a twenty-four (24) hours a day/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 Contractor shall ensure they always have access to an off-site emergency medical provider.
3. The Contractor 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 Contractor 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 Contractor. Medical records will be created and maintained by the responsible authorized Contractor 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) Upon his/her request, while in detention, a detainee or his/her designated representative shall receive information from their medical records. Copies of health records shall be released by the HSA directly to a detainee or their designee, at no cost to the detainee, within a reasonable timeframe after receipt by the HSA of a written authorization from the detainee. Medical records and/or a book-in packet must accompany the arriving detainee, unless ICE/ERO and facility officials have authorized other arrangements "Detainee Transfers" also requires that a Medical Transfer Summary accompany the detainee. If official health records accompany the detainee, they are to be placed in a sealed envelope or other container labeled with the detainee's name and A-number and marked "Confidential Medical Records." 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 Contractor 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 Contractor 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 Contractor shall not charge any ICE detainee a fee or co-payment for medical services or treatment provided at the Facility. The Contractor shall ensure that ICE detainees receive no lower level of onsite medical care and

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services than those spelled out in the PBNDS 2011 (REV. 2016) and based on community standards of care.

6. The Contractor 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 Contractor shall retain, at a minimum, staffing levels as approved by IHSC at the time of implementation of this contract (Attachment 4 – see IHSC for individual staffing matrix by facility). The Contractor 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 shall unlicensed and/or uncertified health care staff provide care to ICE Detainees.
7. The Contractor 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 the PBNDS 2011 (REV. 2016), NCCHC and/or ACA standards.

On-site health care personnel shall perform initial medical screening within 12 hours of arrival to the Facility utilizing IHSC Form 795A, or equivalent, in accordance with standard “4.3 Medical Care.” Each detainee shall be given an opportunity to shower and shall be issued clean clothing, bedding, towels, and personal hygiene items. Arrival screening shall include, at a minimum, all questions captured on the PBNDS Intake Screening Form (Attachment 5) or equivalent: testing for TB infection and/or disease, testing for COVID-19, 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 PBNDS 2011 (REV. 2016), 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.**

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8. The Contractor must provide detainees with access to medical services, preferably on-site, or via telemedicine, 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 PBNDS 2011 (REV. 2016) 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.
9. The Contractor shall furnish mental health evaluations as determined by the Facility Local Health Authority and in accordance with the PBNDS 2011 (REV. 2016), NCCHC and/or ACA standards.
10. If the Contractor 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 Contractor shall notify their FMC and ICE. Upon such notification, the Contractor shall allow ICE reasonable time to make the proper arrangements for further disposition of that detainee. The Contractor 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.

11. Hospitalization of Detainees

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

12. Manage a Detainee Death

The Contractor shall comply with PBNDS 2011 (REV. 2016), Standard 4.7 "Terminal Illness, Advanced Directives, and Death," in the event of a detainee injury or death. In the event of a detainee death, the Contractor shall immediately notify the COR or ICE designated official and submit a written report within 24 hours. The Contractor shall fingerprint the deceased. Staff members performing the fingerprinting shall date and sign the fingerprint card to ensure that a positive identification has been made and file the card in

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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.

13. The Contractor shall release any and all medical information for ICE detainees to IHSC representatives upon request.
 14. The Contractor 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 Contractor shall enter payment authorization requests electronically as outlined in the MedPAR User Guide: <https://medpar.ehr-icehealth.org>.
 15. The Health Authority of the Contractor 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) 479-0523
Fax: (512) 460-5538
16. The Contractor 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 Contractor departments in accordance with HIPAA privacy exception at 45 CFR §§ 164.512 (k)(5)(i).
 17. The Contractor shall provide ICE detainee medical records to ICE whether created by the Contractor or a sub-Contractor/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

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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.

18. 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 Contractor 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 800-479-0523 or Script Care directly at 800-880-9988.

19. Facility Requirements for Infectious Disease Screening

The Contractor 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 Contractor 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 PBNDS 2011 (REV. 2016) 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 Contractor 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 Contractor will coordinate with IHSC and the local health department to facilitate release planning and referrals for continuity of care prior to release.

The Contractor 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

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If the Contractor 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.

20. 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>).

21. Employee Health

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

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

Employee health files for all Contractors' 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:

- a. Initial and annual TB infection screening results.
- b. Vaccination records including results, titers, and Immunization Declination Form(s).
- c. OSHA 301 Incident forms.
- d. Blood borne pathogen exposure documentation.
- e. Respirator medical clearance.
- f. Respirator fit test results; and
- g. Other employee health documents.

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

All Contractor personnel must provide documentation regarding the following:

- i. History of testing for tuberculosis (TB) within the last 12 months:
 - a. Chest x-ray if employee has a history of latent TB infection (LTBI), treatment history for LTBI or TB disease, if applicable; and
 - b. Additionally, on an annual basis and at own expense, the Contractor shall provide a current 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.

ii. Recommended Immunizations

Individuals employed by the Contractor in a custody or detention environment are at significant risk for acquiring or transmitting Hepatitis B, measles, mumps, rubella, varicella, seasonal influenza, and COVID 19. These diseases are vaccine preventable. Therefore, the following vaccinations are highly recommended for the Contractor's personnel. If staff decline or refuse any of these recommended vaccines, an Immunization Declination Form is required, and the COR must be notified of the refusal. ICE reserves the right to refuse Contractor 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)
- c. Varicella.
- d. Measles, Mumps, Rubella (MMR).
- e. Diphtheria, tetanus, a-cellular pertussis (DTAP); and
- f. Annual seasonal influenza.
- g. COVID-19

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

22. Standards of Medical Care

The Contractor 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. The provider shall establish and make available to the government the vendor's proposed evidence-based standards of medical/mental health care within 90 calendar days from the contract award. See examples of resources below.

- a) Asthma
IHSC Sample Clinical Practice Guidelines (Attachment 6)
- 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

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- c) Diabetes
Standards of Medical Care in Diabetes—2015 American Diabetes Association
http://care.diabetesjournals.org/content/38/Supplement_1
- d) Epilepsy
American Epilepsy Society
https://www.aesnet.org/clinical_resource_s/guidelines
- e) Gender Dysphoria
IHSC Sample Clinical Practice Guidelines (Attachment 6)
- 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
- g) Hepatitis C
IHSC Sample Clinical Practice Guidelines (Attachment 6)
- 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 6)
- 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 6)
- 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
- n) Schizophrenia
Federal Bureau of Prisons Clinical Practice Guideline: Pharmacological Management of Schizophrenia http://www.bop.gov/resources/health_care_mngmt.jsp

23. Quality Assurance (QA) Program

The Contractor shall implement an internal review and quality assurance program for the purposes of maintaining operations in accordance with the PBNDS 2011 (REV. 2016), 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 7). IHSC encourages facilities to collect additional data unique to the facility and its environment for use in their QA program.

The Contractor must complete and forward to the designated IHSC FMC the QMC tool report and an analysis of incident reports (Attachment 8) 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 PBNDS 2011 (REV. 2016) 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.

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The Contractor will achieve full NCCHC (Adult) accreditation within twelve (12) months of housing the first ICE detainee. After this period, the Contractor shall maintain accreditation compliance for the life of the contract.

24. Environmental Health

The Contractor shall implement all requirements of the Environmental Health and Safety sections of the current 2011 PBNDS (REV. 2016) in the health services areas, to include all areas where medical, dental, mental health, and intake medical screening services are performed. The Contractor 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.

25. Electronic Health Record (eHR)

The Contractor 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) prior to obtaining a Notice to Proceed. The Contractor shall procure and maintain their data in a GSA FedRAMP certified environment. The Requirements Traceable Matrix (RTM) document (Attachment 10) will provide the Contractor with requirements and configurations for the eHR. The Contractor shall replicate all eHR configurations at their own expense, if an alternative and compatible product is proposed.

The major Information Technology (IT) elements will include (end-user computing, cloud hosting, network connectivity, internal data integration, and external interfaces) defining the eHR system environment. These elements enable the operational use of the eHR and are part of the operational environment, which support and sustain the eHR system.

The Contractor is responsible for the FedRAMP Certified Cloud environment. This includes the applications and environments that are hosted, along with the interfaces among all the internal and external systems. The Contractor shall obtain Human Resources (HR) commercial-off-the-shelf (COTS) support as a subsystem under eHR in accordance with the requirements outlined below. The HR software will be deployed, hosted, and maintained as an operational system within the eHR cloud environment outlined in the paragraph below entitled, "eHR Cloud Provider Management." A development, test, training, and production environment will be installed for the HR software in accordance with the paragraph below entitled, "eHR Application Management Services." A cloud environment will need to be maintained for the lifecycle of eHR.

a) External Interfaces

External interfaces will be integrated with the eHR systems as part of agreements between the Contractor and the external medical support organizations. The Contractor will maintain the agreements with these organizations separately. The Contractor, in conjunction with their

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external medical support organization, is responsible for maintaining the interfaces to the eHR. The external interfaces that will provide data to the eHR are the following:

- Radiology (e.g., Teleradiology): Provides the results of the radiology scans, specifically tuberculosis screening is required for completing a medical examination. Images will be integrated with the eHR system.
- Laboratories (e.g., LabCorp and Quest Diagnostics): Provides lab results for detainees. Lab interfaces can provide and accept HL7 structured data and results will be displayed within the eHR system.

b) Enterprise License and Support

The Contractor will provide the full range of technical Health IT O&M services required to support and sustain the eHR system and the specialized medical applications that are mission critical to its operations. The Contractor shall also provide service desk support to maintain end-user efficiency. Specific services are:

- eHR Enterprise Licenses
- eHR Upgrades & Enhancements
- eHR Patient Portal (meets the PBNDS 2011 (REV. 2016))
- Project Management Support (see subparagraph d)
- System Operations and Maintenance (O&M) Support (see subparagraph e)
- Application Management Services (see subparagraph f)
- Maintain Licenses
- Cloud Provider Management (see subparagraph g)

The Contractor shall furnish all personnel, technical expertise, equipment, materials, transportation, security clearance and background investigation verification, and other items or services necessary to perform the work described in Section C.V.D.25- Electronic Health Record (eHR) of the RFP.

The Contractor shall:

- Provide all Maintenance and Technical Support on Contractor's installed equipment,
- Ensure the services are fully operable, able to stand alone, and able to integrate with ICE's eHR,
- Provide 24/7/365 technical support,
- Provide a 1-800/866 number available for technical support

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24/7/365,

- Provide all network capabilities, hardware, and software installation,
- Provide network connectivity. Full connectivity and testing of equipment shall be established and verified prior to the acceptance of detainees, and
- Provide a system that maintains at least a 99% uptime performance rate.

The Contractor shall be responsible for all Information Technology (IT) connections and to set up connectivity at the facility.

The Contractor shall be responsible for configuring, installing, and maintaining the secure remote connectivity and all remote workstation software residing on the remote user's workstation.

Data transmission security shall always be maintained.

The Contractor's Health IT solution shall support:

- HL7 Version 3 CCD, and
- American Society for Testing and Materials (ASTM) International CCR Standard E2369-05

c) eHR Applicable Policies and Standards

The Contractor shall comply with the latest version of all technology standards and architecture policies, processes, and procedures and Federal mandates applicable to the IHSC IT health care environment, including those defined in ICE OCIO Architecture Division publications. These publications include, but are not limited to, the following:

- DHS 4300A Sensitive Systems Handbook
- DHS 4300A Sensitive Systems Policy Directive
- DHS 4300B National Security Systems Handbook
- DHS Management Directive (MD) 4300, IT Systems Security Publication
- DHS MD 4010.2 (DRAFT), Section 508 Program Management Office & Electronic and Information Technology Accessibility
- ICE Technical Reference Model
- ICE Architecture Test and Evaluation Plan
- ICE Enterprise Systems Assurance Plan

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- ICE System Lifecycle Management (SLM) Handbook
- ICE Web Standards and Guidelines
- National Institute of Standards and Technology (NIST) Computer Security Resources Center (CSRC) standards, guidelines, and special publications
- Privacy Act of 1974
- Section 508 1194.2, Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220)

The Contractor shall adhere to the provisions of Public Law 104-191, Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the National Standards to Protect the Privacy and Security of Protected Health Information (PHI). As required by HIPAA, the Department of Health and Human Services (HHS) has promulgated rules governing the security and use and disclosure of protected health information by covered entities. The Contractor shall utilize HIPAA compliant systems with web viewing capability tool, encrypted data transmission, and cloud storage. The systems shall provide quality assurance solutions with community radiologist level review. The Contractor shall certify in their proposal submission they are and will maintain HIPAA compliance.

The following documents provide eHR specifications, standards, or guidelines that shall be complied with to meet the requirements of Section C.V.D.25 - Electronic Health Record (eHR):

- Health Level Seven International (HL7)
 - <http://www.hl7.org/>
- HIPAA (Health Insurance Portability and Accountability Act of 1996)
 - <http://www.hhs.gov/ocr/privacy/>
- The Joint Commission: National Patient Safety Goals Effective January 1, 2014
 - http://www.jointcommission.org/assets/1/6/HAP_NPSG_Chapter_2014.pdf

All eHR solutions and services shall meet DHS Enterprise Architecture policies, standards, and procedures. Specifically, the Contractor shall comply with the following Homeland Security Enterprise and ICE Architecture requirements:

- All eHR developed solutions and requirements shall be compliant with the Homeland Security Enterprise (HLS EA).
- All eHR IT hardware and software shall be complaint with the

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ICE Technology Reference Model (TRM) Standards and Products Profile.

- Description information for all eHR data assets, information exchanges, and data standards, whether adopted or developed, shall be submitted to the DHS Enterprise Data Management Office (EDMO) for review and insertion into the DHS Data Reference Model and Enterprise Architecture Information Repository.
- In compliance with Office of Management (OMB) mandate, all eHR network hardware shall be IPv6 compatible without modification, upgrade, or replacement.
- All eHR encryption shall be FIPS 197 Advanced Encryption Standard (AES) that has been FIPS 140-2 certified.

The Contractor shall not deviate from the eHR SLM process or ICE TRM without express approval received from the COR.

d) eHR Project Management Support

The Contractor shall implement all agreed upon governance and other applicable processes and define the appropriate service level and other service requirements.

The Contractor shall:

- Assign, administer, and manage Contractor personnel and resources based on project plan.
- Communicate progress on eHR implementation to Government Project Managers (PM) and executive managers.
- Provide advance notification of any delays in deployment of eHR.
- Ensure all CDF personnel adhere to the Department security policies directives, and guidance.
- Review all reports for accuracy and perform trends and performance analysis.
- Implement quality control measures.
- Provide and deliver ad hoc presentations and briefings.

e) eHR System Operations and Maintenance Support

The Contractor shall provide the O&M support necessary to ensure continuous operation of the environment and to provide required functionality to the CDF user community.

The Contractor shall:

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- Perform daily backup and recovery for project software and data to include off-site storage as required by ICE.
- Perform application tuning and performance monitoring as directed by ICE.
- Evaluate system log files.
- Maintain databases for storing IHSC data from designated systems and sources.
- Maintain FedRAMP Cloud environment.
- Perform testing, configuration management, and quality assurance testing of hardware, software, and applications as required by ICE and according to the SLM.
- Procure related firmware, vendor services, and software as directed by ICE.
- Provide subcontractor Service Desk support for Tier 2, and 3 during core hours of operation from 8:00 AM to 8:00 PM Eastern Time, Monday through Friday.
- Provide on-call subcontractor support (within 1 hour) for after core hours and weekends.
- Maintain and create/update, as necessary, the required Certification and Accreditation (C&A) documentation.
- Support and assist with annual C&A activities (i.e., self-assessments, contingency plan tests, vulnerability scan, etc.).
- Perform system hardening and testing in support of ICE C&A requirements
- Develop application development plans for the current eHR system, including minor upgrades, patches, fixes, problem resolution, change request, and enhancements.
- Perform corrective and adaptive software maintenance on custom built applications.

f) eHR Application Management Services

Data Storage and Integration: The Contractor must certify in writing at submission they will only utilize a GSA FedRAMP certified environment.

- FedRAMP certification must be maintained continuously throughout the life of the contract. If the Contractor (or its FedRAMP provider) loses its FedRAMP certification, the Contractor must report this information to the Government immediately in writing. The Contractor must, within thirty (30) days after losing FedRAMP certification, re-certify or contract with an authorized FedRAMP provider. Failure to comply will result in termination of the contract.
- The eHR data shall be stored solely in a GSA FedRAMP compliant environment (see <http://cloud.cio.gov/fedramp/cloud-systems>). Non-compliant FedRAMP systems shall result in a Factor 1 rating of “unacceptable”. The Contractor shall provide certificate or evidence of compliant FedRamp system.

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The Contractor shall propose an integrated solution that the eHR software vendor has reviewed and approved for implementation. This effort will include project management, development, testing, and deployment.

- The Contractor shall support Certification and Accreditation (C&A) efforts to ensure Federal Information Security Management Act (FISMA) compliance to ICE.

g) eHR Cloud Provider Management

The Contractor shall maintain a FedRAMP certified cloud environment and meet defined System Level Agreements (SLAs) for up time and maintenance.

- Maintain FISMA-Moderate Security Compliant cloud requirements for expanded eHR cloud environment
- Meet all SLA performance requirements to include expanded eHR cloud environment
- Maintain all cloud related eHR system components, including application services, database servers, and cloud infrastructure
- Provide project management support, reporting and coordination with facilities, network, security, and ICE.
- Track and resolve incidents.
- Maintain patch release service.
- Overall provisioning and O&M of the servers and associated security equipment.
- Perform rack, stack, and cable management tasks.
- Connect devices to the power grid and network infrastructure as specified by ICE.
- Set up equipment, install server image, and provide basic configuration in accordance with ICE-provided specifications.
- Test and document the basic system.
- Perform component monitoring (host disks, file systems, host processors and memory).
- Install and maintain system-level software.
- Perform system performance tuning.
- Perform operating system (OS) and security patch management, testing, implementation, and reporting.
- Install and maintain OS software
- Provide performance monitoring monthly reports to include monthly CPU average availability for all eHR servers, calculated by (total time– down time) / (total time – maintenance window).

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- Provide average sustained monthly peak CPU utilization for all servers, calculated by the (sum of business days that eHR sustained five-minute peak CPU utilization) / number of servers / # business days). Peak utilization shall be defined as 90% or greater CPU utilization.

h) eHR Required Performance Objectives:

The tables below establish the elements of Contractor performance that represents mission essential service requirements. The *Required Performance Objectives for eHR Disaster Recovery* and *General eHR Minimum Acceptable Quality Levels (AQLs)* represent the standard against which performance will be measured in relation to the Quality Assurance Surveillance Plan (QASP -Attachment 14) and the Performance Requirements Summary (PRS – Attachment 14A). The tables below outline the minimum acceptable levels of service to maintain satisfactory performance.

Required Performance Objectives for eHR Disaster Recovery			
	Component Failure	Server Failure	Primary Site Failure
Recovery Time Objective	4 hours or less	4 hours or less	Within 48 hours
Recovery Point Objective	4 hours	4 hours	24 hours

General eHR Minimum Acceptable Quality Levels (AQLs)		
Metric	Unit of Measure	Minimum Acceptable Quality Level (AQL)
Equipment	100% Uptime 24/7/365	>99.0%
	Scheduled downtime for Maintenance	<= 4 hours per month
	Repairs & Technical Support Downtime shall not exceed 4 hours after notification of problem	>99.0%
	Meantime between failure (MTBF)	25,000 operating hours
Transition in Continuation of Services	eHR equipment & vendor's staff on site during business hours and after hours as needed 24/7/365	>99.0%
eHR Consultations	24/7/365 availability by phone for consultations regarding critical requests	>99.0%
Daily Volume & Status Report and Monthly Report	Submission of Reports in accordance with requirements	>95.0%
Transition Weekly Status Report	Submission of Report in accordance with requirements	>95.0%

i) eHR Compliance Terms and Conditions

- **Accessibility Requirements (Section 508):** Section 508 of the Rehabilitation Act, as amended by the Workforce Investment Act of 1998 (P.L. 105-220) requires that when Federal agencies develop, procure, maintain, or use electronic and information technology (EIT), they must ensure that it is accessible to people with disabilities. Federal employees and members of the public who have disabilities must have equal access to and use of information and data that is comparable to that enjoyed by non-disabled Federal employees and members of the public.

All EIT deliverables within this work statement shall comply with the applicable technical and functional performance criteria of Section 508 unless exempt. Specifically, the following applicable EIT accessibility standards have been identified:

- Section 508 Applicable EIT Accessibility Standards:
 - 36 CFR 1194.21 Software Applications and Operating Systems applies to all EIT software applications and operating systems procured or developed under this work statement including but not limited to government off-the-shelf (GOTS) and commercial off-the-shelf (COTS) software. In addition, this standard is to be applied to Web-based applications when needed to fulfill the functional performance criteria. This standard also applies to some Web based applications as described within 36 CFR 1194.22.
 - 36 CFR 1194.22 Web-based Intranet and Internet Information and Applications, applies to all Web-based deliverables, including documentation and reports procured or developed under this work statement. When any Web application uses a dynamic (non-static) interface, embeds custom user control(s), embeds video or multimedia, uses proprietary or technical approaches such as, but not limited to, Flash or Asynchronous JavaScript and XML (AJAX) then 1194.21 Software standards also apply to fulfill functional performance criteria.
 - 36 CFR 1194.26 Desktop and Portable Computers, applies to all desktop and portable computers, including but not limited to laptops and personal data assistants (PDA) that are procured or developed under this work statement.
 - 36 CFR 1194.31 Functional Performance Criteria applies to all EIT deliverables regardless of delivery method. All EIT deliverable shall use technical standards, regardless of technology, to fulfill the functional performance criteria.
 - 36 CFR 1194.41 Information Documentation and Support applies to all documents, reports, as well as help and support services. To ensure that documents and reports fulfill the required 1194.31 Functional Performance Criteria, they shall comply with the technical standard associated with Web-based Intranet and Internet Information and Applications at a

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minimum. In addition, any help or support provided in this work statement that offer telephone support, such as, but not limited to, a help desk shall have the ability to transmit and receive messages using TTY.

Section 508 Applicable Exceptions: Exceptions for this statement of work have been determined by DHS and only the exceptions described herein may be applied. Any request for additional exceptions shall be sent to the COTR and determination will be made in accordance with DHS MD 4010.2. DHS has identified the following exceptions that may apply: 36 CFR 1194.3(b) Incidental to Contract, all EIT that is exclusively owned and used by the Contractor to fulfill this work statement does not require compliance with Section 508. This exception does not apply to any EIT deliverable, service or item that will be used by any Federal employee(s) or member(s) of the public. This exception only applies to those Contractors assigned to fulfill the obligations of this work statement and for the purposes of this requirement, are not considered members of the public.

Section 508 Compliance Requirements: 36 CFR 1194.2(b) (COTS/GOTS products), When procuring a product, each agency shall procure products which comply with the provisions in this part when such products are available in the commercial marketplace or when such products are developed in response to a Government solicitation. Agencies cannot claim a product is not commercially available because no product in the marketplace meets all the standards. If products are commercially available that meet some but not all the standards, the agency must procure the product that best meets the standards. When applying this standard, all procurements of EIT shall have documentation of market research that identify a list of products or services that first meet the agency business needs, and from that list of products or services, an analysis that the selected product met more of the accessibility requirements than the non-selected products as required by FAR 39.2. Any selection of a product or service that meets less accessibility standards due to a significant difficulty or expense shall only be permitted under an undue burden claim and requires authorization from the DHS Office of Accessible Systems and Technology (OAST) in accordance with DHS MD 4010.2.

VI. REQUIRED ADMINISTRATION AND MANAGEMENT SERVICES

A. Manage the Receiving and Discharge of Detainees

1. In accordance with PBNDS 2011 (REV. 2016), 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 (REV. 2016), 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 (REV. 2016).

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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 consider 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, including public transportation options, 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 (REV. 2016), every housing area shall include a designated storage area. This area shall contain a lockable or other securable space for storing detainee authorized personal property.

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

C. Securely Operate the Facility

Policy and procedures for the maintenance and security of keys and locking mechanisms shall be developed, in accordance with PBNDS 2011 (REV. 2016). 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 (REV. 2016), Standard 2.11, "Sexual Abuse and Assault Prevention and Intervention," and all facility requirements of DHS PREA ("Standards to Prevent, Detect, and Respond to Sexual Abuse and Assault in Confinement Facilities," 79 Fed. Reg. 13100 (Mar. 7, 2014), as outlined in Attachment 12). This program shall include training and/or information that is given separately to both staff and detainees.

E. Collect and Disseminate Intelligence Information

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

F. ICE Notifications

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

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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 (REV. 2016).

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 (REV. 2016), 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 always be consistent with all applicable policies of PBNDS 2011 (REV. 2016) 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.

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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 CO. 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 CO, 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 CO.

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

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 (REV. 2016), 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. The ICE designated DTS Contractor shall be the exclusive provider of detainee telephones for this facility. The detention services Contractor shall make all arrangements with the DTS Contractor per the DTS Contract. The DTS Contractor shall set the price for all DTS telephone services in accordance with the ICE 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

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operation of the system. The detention services Contractor shall not be entitled to any commissions, fees, or revenues generated using the DTS or the detainee telephones.

3. Video phones, portable electronics or other enhanced telecommunications features provided by the DTS Contractor to ICE detainees at no cost to ICE. The Contractor shall ensure 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 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. The detention services Contractor shall not be entitled to any commissions, fees, or revenues generated from video phones, portable electronics, or enhanced telecommunications features provided by the DTS Contractor.
4. The Contractor shall inspect telephones for serviceability, in accordance with ICE 2011 Performance-Based National Detention Standards and ICE policies and procedures. The Contractor shall notify the COR or ICE designee of any inoperable telephones.
5. ICE DTS Contractor Information:

Talton Communications
910 Ravenwood Dr.
Selma, AL 36701

(b) (6), (b) (7)(C)

Customer Relations Manager

(334) 375- (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) @taltoncommunications.com

(b) (6), (b) (7)(C)

Operations Manager

(334) 375- (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) @taltoncommunications.com

VII. FACILITY SECURITY AND CONTROL

A. Security and Control (General)

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

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

The Contractor shall comply with all the PBNDS 2011 (REV. 2016) pertaining to the security and control of the detention facilities. The Contractor shall adhere to local operating procedures within each facility.

B. Detainee Rights

The Contractor shall supervise, observe, and protect detainees from sexual abuse, discrimination, corporal punishment, personal injury, property damage, harassment, or violation of detainees' civil rights. Contract personnel shall have a zero-tolerance policy for incidents of sexual abuse or assault that may occur in the facility. Contract personnel shall adhere to ICE policies, procedures, and detention standards.

Detainees have the right to be free from discrimination for any reason, including race, religion, national origin, sex, sexual orientation, gender identity, physical ability, mental ability, or political beliefs.

C. Unauthorized Access

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

D. Direct Supervision of Detainees

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

The Contractor shall comply with the requirements applicable to detention facilities contained in Subpart A of DHS PREA, specifically §115.13, including the development of detainee supervision guidelines that are reviewed annually, as outlined in Attachment 12.

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:

3. 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).

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4. Shift activities (e.g., security checks, meals, recreation, religious services, property lockers, medical visits).
5. Entry and exit of vehicles and persons other than detainees, ICE staff, or Contractor staff (e.g., attorneys and other visitors).
6. Fire drills and unusual occurrences.

G. Reports

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

The Contractor shall provide monthly status reports to the COR or ICE 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.

Government shall not increase the costs of the progress reports if there are impediments to expansion, renovation or any other issues with the facility accepting detainees because of Colorado law.

H. Detainee Counts

The Contractor shall monitor detainee movement and physically count detainees as directed in PBNDS 2011 (REV. 2016), Standard 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 (REV. 2016), 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

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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 (REV. 2016), Standard 2.15 "Use of Force and Restraints." See Section J, Attachment 22.

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 on this contract if the Contractor Employee(s) is/are determined by the Contractor or the COR to be negligent, reckless, or intentional. Notice of removal shall be provided to the CO.
4. Corrective actions to prevent future escapes or attempted escapes shall be taken immediately and communicated to the COR for approval. A written report of the remedial action shall be due to the COR 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 CDR 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 (REV. 2016), 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 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 expansion or renovation of existing physical plant, shall comply with the building codes required to pass inspection at the completion of construction. Whether the facility is expanded or there is a renovation of an existing physical; plant fire protection and life safety issues shall be governed by the building and life safety codes necessary to pass inspection.

The facility, whether 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 an expansion, or 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 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.

For 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 expansion, the construction schedule shall be updated to reflect current progress and submitted to the COR monthly. 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 for ICE to fulfill its obligations related to NEPA:

- a) ICE advises all offerors that, as part of the solicitation process, the offeror must provide information related to compliance with NEPA and all related laws and procedures as outlined in the DHS Directive 023-01 Revision 01 “Implementation of the National Environmental Policy Act” (or its most recent revision), the associated instruction manual: DHS Instruction Manual 023-01-001-01 and Section J Attachment 28. The offeror must respond to the information and reporting request with the appropriate documentation and/or studies if required. For more information on how these and other National Environmental Policy Act (NEPA) 42 U.S.C. 4321 compliance documents will figure into any evaluation for award, reference Section L and M of this solicitation.

- b) NEPA compliance must be fully documented and completed in order for ICE to give further consideration to any proposal resulting from this RFP.
- c) In certain instances, based on requirements listed in the RFP, a Phase I Environmental Site Assessment (ESA) may be required. If a Phase I ESA is required, the offeror will fund and provide a Phase I ESA report to ICE. The standard for the Phase I ESA is outlined by the American Society for Testing and Materials (ASTM) Designation E 1527-13, "Standard Practice for Environmental Site Assessment: Phase I Environmental Site Process."

Any of the reports or studies from Items a-c above will be submitted by the offeror as separate stand-alone documents, not part of any Technical Proposal or Price Proposal submitted as part of any proposal resulting from this solicitation. For more information on NEPA compliance, reference <http://www.epa.gov/compliance/nepa>.

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, Resources 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 EA and FONSI, or EIS and ROD, 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 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

A. Manage Food Service Program in a Safe and Sanitary Environment

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

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

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

The Contractor shall identify, develop, and manage food service program policy, procedures, and practices in accordance with PBNDS 2011 (REV. 2016), 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 shall 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.

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 if the firearm is in serviceable condition. See Section J, Attachment 20.

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.

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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 always have all permits and licenses in their possession while in performance of this contract.

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

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

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

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

The Contractor shall certify firearms training to the COR.

The Contractor shall certify proficiency in accordance with State requirements.

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

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

1. Ammunition Control Officer, and
2. Firearms Control Officer, per PBNDS 2011 (REV. 2016).

B. Body Armor Requirements

The Contractor shall provide body armor to all armed Detention Officers and armed supervisor(s). Body armor shall be worn while on armed duty. The body armor shall meet all requirements as set forth in the ICE Body Armor Policy. See Section J, Attachment 20.

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.

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[END OF SECTION C]

Section D

SECTION D:
PACKAGING & MARKING

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[END OF SECTION D]

Section E

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: <http://acquisition.gov/far/index.html>.

Clause Number	Clause Title	Date
52.246-4	Inspection of Services – Fixed Price	Aug 1996

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.

Deliverables Chart – Denver Contract Detention Facility

#	Deliverable	Due Date
1.	Quality Control Plan	With Proposal Submission
2.	Post Orders	Within 30 calendar days of award of contract, annually and as requested by the COR.

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3.	Communication Plan	Within 30 calendar days of award of contract
4.	Resumes of Key Personnel	With proposal submission and with any post-award change request
5.	Organizational Chart	With proposal submission and anytime post-award as requested by the COR
6.	Staffing Plan	With proposal submission and anytime post-award as requested by the COR
7.	Documentation of employee receipt of ICE Operations Policy/Procedure Manual	As requested by COR
8.	Contractor employee certification for standards of conduct	As requested by COR
9.	Contractor employee violation of standards of conduct and disciplinary action	Immediate to COR
10.	Notification of change in employee's health status	Immediately (immediate verbal report, with written follow-up)
11.	Employee termination, transfer, suspension, personnel action relating to disqualifying information or incidents of delinquency	Immediately (immediate verbal report, with written follow-up)
12.	Report of any on contract employee misconduct	Immediately (immediate verbal report, with written follow-up)
13.	e-Qip Security Process	Prior to Entry on Duty (EOD)
14.	Physical Force Incident Reports	Immediately (immediate verbal report, with written report within two (2) hours of incident)

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15.	Written Report of escapes	Immediately (immediate verbal report, with written report within two (2) hours of incident)
16.	Physical harm or threat to safety, health, or welfare	Immediately (immediate verbal report, with written report within 24 hours of incident)
17.	Drug Test Results	Upon EOD and as requested by COR, or immediately upon found violation
18.	Emergency Call Back Roster	Quarterly or as needed
19.	Finalized Training Plan, with Curriculum	Within 30 calendar days of award of contract
20.	Quarterly Training Forecast	Quarterly
21.	Training certification and reports for formal and on the job training (including Supervisors and refresher)	As requested by COR
22.	Daily Time Sheet	As requested by COR
23.	Emergency Action Plan to include Auxiliary Power procedures	No later than the post award conference
24.	Sexual Assault & Suicide Prevention Program	No later than the post award conference
25.	Firearms Training Certificates	Annually
26.	Employee Weapon Permit	To COR 3 days prior to EOD, and then after as requested by COR
27.	Notification of employee criminal activity	Immediate to COR and appropriate law enforcement agency.
28.	Officer Testing Questions and Results	Post award, as needed by the COR

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29.	Key, Tool Cabinet Inventory Class A and Class B Log	At the beginning of day and end of each shift
30.	Equipment Inventory	Within 30 calendar days after award of contract, then annually or as requested by COR
31.	Intervention Equipment Inventory	Within 30 calendar days after award of contract, then annually or as requested by COR
32.	Regular Tool Control Log	Monthly
33.	Detainee Volunteer Work Screening Form (Request Form)	As required
34.	Detainee Volunteer Work Program Training Form	As required
35.	ACA Accreditation	Within twelve (12) months of housing the first ICE detainee
36.	Proposed daily transportation routes	Within 30 calendar days of contract award
37.	Safety Devices/Equipment Training Plan	Quarterly
38.	Chemical Perpetual Inventory Sheet	As requested by COR
39.	Compliance and Independent Audit Report	Annually
40.	Key Indicators Report	Monthly, by 5 th of each month for previous month's data
41.	General Supply/Inventory Plan	Within 30 calendar days after award of contract, then annually or as requested by COR
42.	Commissary Inventory List	As requested by COR
43.	Statement of Detainee Funds Accounts	As requested by COR

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44.	IT Security Plan	Within 30 calendar days after award of contract
45.	Finalized List of Approved Food Vendors	Within 30 calendar days after award of contract and upon any changes thereafter
46.	Prime Vendor/Food Service Expenditures	As requested by COR
47.	Employee Meal Ticket Sales Report	As requested by COR
48.	Number of Meals Served/Daily Meal Count	Quarterly or as requested by COR
49.	Detainee Records	Continuous
50.	Detainee Death	Immediately (immediate verbal report, with written report within two (2) hours of incident)
51.	Detainee Departure Documents	Continuous, prior to detainee departing.
52.	Detainee Volunteer Food Service Worker Contingency Plan	Within 30 calendar days of award of contract and after that anytime as requested by the COR.
53.	35 Day Regular Menu	Monthly
54.	Physical damage to the facility documentation	Immediate verbal to COR, with written report within five days.
55.	Detainee Special Needs Menu	As requested by COR
56.	Daily Diet List (Medical & Religious)	As requested by COR
57.	Holiday Menus	Annually
58.	Emergency Food Preparation and Service Schedule	Within 30 calendar days of award of contract

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59.	ACA Temperature Log Report (refrigerators, freezers, dishwasher temperatures and water)	As requested by COR
60.	Food Service Weekly Inspection Log	Weekly or as requested by COR
61.	Food Handler Certification	Maintained for all food service employees at all times, as requested by COR
62.	Food and Non-Food Inventory	Monthly or as requested by COR
63.	Maintenance Service Work Orders	As requested by COR
64.	Common Fare Cost for Detainees	Quarterly, or as requested by COR
65.	Authorized Detainee Worker List Weekly Schedule	Weekly, or as requested by COR
66.	Detainee Volunteer Food Service Work Detail Pay List	Monthly
67.	Monthly Medical Inspection Corrective Actions	Monthly
68.	Certified Dietician In-Service Staff Training and Department Inspection	Quarterly, or as requested by the COR
69.	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.
70.	Vehicle inventory log and interior specification for each vehicle type	Within 30 calendar days of award of contract, annually and as requested by COR

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71.	Menu Cycle (Revisions and Registered Dietician Recertification of all menus)	Annually
72.	End of Month Food Service Cost Report, including Cost Per Meal Data	Annually
73.	Firearms Control Register	As requested by COR
74.	Surveillance Video	As requested by COR
75.	Detainee or Contractor Employee Contraband Found Report	Immediately (immediate verbal report, with written follow-up)
76.	Staff Vacancy Report	To COR by 5 th of each month for previous month's data
77.	Additional Reports as requested by the COR	As needed
78.	Notice of facility readiness	14 days prior to start of Transition Period
79.	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.
80.	Litigation	As requested by CO or COR at any time during the term of the contract or at/after termination/expiration.
81.	Congressional Inquiry	Immediately (immediate verbal report, with written follow-up) to FOD, DFOD & COR
82.	Press statements and/or releases	To FOD, DFOD & COR prior to release
83.	Correctional Officer assignment, Names of Supervisory Correctional Officers, and Shift Rosters	As requested by COR

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84.	Overnight lodging requests	Advance of commencement of overnight trip
85.	Non-returned ID Badges/Credentials	Immediately to COR
86.	Intelligence Information	Immediately to COR
87.	Serious Incidents	Immediately to COR
88.	Contractor Employee Manual	Within 30 calendar days of award of contract and after that anytime as requested by the COR.
89.	Any requested Detainee medical documentation	Immediately to COR
90.	Medical and Personnel Records of Contractor Employees	As requested by COR
91.	Contractor Business Permits and Licenses	Within 30 calendar days of award of contract and after that anytime as
92.	Contractor Employee Registrations, Commissions, Permits, and Licenses	Prior to EOD and then after, as requested by COR
93.	Correctional Officer Post Assignment Record	As requested by COR
94.	Count Records	As requested by COR
95.	GSA Form 139 or ICE equivalent	As requested by COR
96.	Authorization to exceed a change in duty	To COR for approval prior to commencement of change of duty
97.	Lost and Found	As requested by COR
98.	Security incidents – computers	To COR within four hours of incident
99.	Daily Detainee Manifest	As requested by COR

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100.	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
101.	Spill Report	Immediately to COR
102.	Conceptual Design Plan	Due with Proposal
103.	Ramp Down Plan	Due within three (3) days of request
104.	Operational Data/Metrics Summary	Due within three (3) days of request
105.	Detention Modernization Plan	With Proposal Submission

E.1 ACCEPTANCE CRITERIA

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

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[END OF SECTION E]

Section F

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: <http://acquisition.gov/far/index.html>.

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

The schedule below provides an estimated period of performance that is subject to change. It consists of a base period (including transition) and four, one-year option periods.

Performance Period	Performance Period Dates
Base Period (including transition)	7/16/2021 – 7/15/2022
Option Period 1	7/16/2022 – 7/15/2023
Option Period 2	7/16/2023 – 7/15/2024
Option Period 3	7/16/2024 – 7/15/2025
Option Period 4	7/16/2025 - 7/15/2026

F.3 PLACE OF PERFORMANCE:

The facility shall meet all the following criteria:

- Multiple facilities of varying sizes that meet ICE's preference for a 1360-bed capacity are acceptable.
- Facility location should be within an approximate 30-minute drive of a general acute care hospital that has an emergency room, surgery, medical, and mental health services; and within 30 driving miles of an ICE Air Operations Unit approved airport.
- The facility shall have access to public and commercial transportation routes and services.
- The facility shall serve as a transportation hub for picking up and dropping off ICE detainees.
- The Contractor shall provide, or subcontract ground transportation services required to transport detainees securely and in a timely manner to locations directed by the COR (including various appointments). Armed transportation shall be provided on a 24-hour period, 7 days a week, and 365 days a year.
- The Contractor shall provide medical care at the facility or facilities or subcontract the

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- provision of medical care.
- Administrative space (including parking) for ICE personnel may be required at some facilities.

F.4 CONTRACTOR EVALUATING PROCEDURES:

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

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[END OF SECTION F]

Section G

SECTION G: CONTRACT ADMINISTRATION DATA

G.1 CONTRACT ADMINISTRATION

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

The Government points of contact for any resulting contract 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.

To Be Designated at Time of Award

(a) The Contracting Officer (CO) may designate Government personnel to act as the Contracting Officer's Representative (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 working days after contract award or for construction, not less than five working days prior to giving the Contractor the notice to proceed. 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:

The Contractor 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 [Contract Specialist and Contracting Officer to disclose if on a monthly basis or other agreed to terms"] via email, United States Postal Service (USPS) or facsimile as follows:

a) Email:

- (b) (7)(E) @ice.dhs.gov

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- 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: ICE-ERO/FOD-FDN

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.

Note: The 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 as applicable:

(i). Name and address of the Contractor. Note: the name, address and DUNS number on the invoice MUST match the information in both the Contract/Agreement and the information in the SAM. If payment is remitted to another entity, the name, address and DUNS information of that entity must also be provided which will require Government verification before payment can be processed;

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

(iii). Invoice date and invoice number;

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

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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 invoice supporting documentation for all detention services provided during the invoice period which provides the information described below:

a. Detention Bed Space Services

- 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 Unit 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

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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.):

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

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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 individuals name or other unique identifier and full date of birth, citizenship, or immigration status.

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

- (i) Email supporting documents containing Sensitive PII in an encrypted attachment with password sent separately to the Contracting Officer Representative assigned to the contract.
- (ii) Never leave paper documents containing Sensitive PII unattended and unsecure. When not in use, these documents will be locked in drawers, cabinets, desks, etc. so the information is not accessible to those without a need to know.
- (iii) Use shredders when discarding paper documents containing Sensitive PII.
- (iv) Refer to the DHS Handbook for Safeguarding Sensitive Personally Identifiable Information (March 2012) found at <http://www.dhs.gov/xlibrary/assets/privacy/dhs-privacy-safeguardingsensitivepiihandbook-march2012.pdf> for more information on and/or examples of Sensitive PII.

5. Invoice Inquiries. If you have questions regarding payment, please contact ICE Financial Operations at (b) (6), (b) (7)(C) or by e-mail at (b) (7)(E) @ice.dhs.gov.

6. The Detention Facility Robotics Process Automation (RPA) process requires that data supporting detention bed space, ground transportation costs and any other additional costs covered by the current contract will be recorded utilizing the Detention-Transportation Template (Attachment 24). This data template shall be completed in its entirety in the established format once all data supporting the monthly operations is available. Once completed, the Detention-Transportation Template must be submitted to both the ERO Field Office Contracting Officer Representative (COR) and the ERO RPA Team Mailbox (erorpa@ice.dhs.gov). Please also note that the requirement for submission of the Detention-Transportation Template is prior to and in addition to the invoice submission requirement already included in this contract. Please note that Detention-Transportation Template updates may be requested by the COR and will require timely resubmission to the COR and the ERO RPA Team Mailbox. The Government reserves the right to update the detention facility invoice process, templates or other related documents, in order to fix issues, expand capabilities, and improve performance of the reconciliation process.

G.4 Robotics Process Automation (RPA) Contract Requirement

The Detention Facility Robotics Process Automation (RPA) process requires that data supporting detention bed space, ground transportation costs and any other additional costs covered by the current contract will be recorded utilizing the Detention-Transportation Template (attached). This data template shall be completed in its entirety in the established format once all data supporting the

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monthly operations is available. Once completed, the Detention-Transportation Template must be submitted to both the ERO Field Office Contracting Officer Representative (COR) and the ERO RPA Team Mailbox ((b) (7)(E)@ice.dhs.gov). Please also note that the requirement for submission of the Detention-Transportation Template is prior to and in addition to the invoice submission requirement already included in this contract. Please note that Detention-Transportation Template updates may be requested by the COR and will require timely resubmission to the COR and the ERO RPA Team Mailbox. The Government reserves the right to update the detention facility invoice process, templates or other related documents, in order to fix issues, expand capabilities, and improve performance of the reconciliation process.

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[END OF SECTION G]

Section H

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 CONTRACTOR'S INSURANCE

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

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

H.2 SECURITY REQUIREMENTS - REQUIRED SECURITY LANGUAGE FOR SENSITIVE /BUT UNCLASSIFIED (SBU) CONTRACT DETENTION FACILITY

General: Performance under this Contract Detention Facility agreement requires access to sensitive DHS information and will involve direct contact with ICE Detainees. The Contractor shall adhere to the following.

All hardware, software, and services provided under this contract must be compliant with DHS 4300A DHS Sensitive System Policy and DHS 4300A Sensitive Systems Handbook.

The Government may elect to conduct periodic reviews to ensure that the security requirements contained in this contract are being implemented and enforced. The Contractor shall afford ICE, including the organization of ICE Office of the Chief Information Officer, the Office of the Inspector General, authorized Contracting Officer Technical Representative (COTR), and other government oversight organizations, access to the Contractor's facilities, installations, operations, documentation, databases and personnel used in the performance of this contract. The Contractor will contact ICE Chief Information Security Officer to coordinate and participate in the review and inspection activity of government oversight organizations external to ICE. Access shall be provided to the extent necessary for the government to carry out a program of inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of ICE data or the function of computer system operated on behalf of ICE, and to preserve evidence of computer crime.

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Government Contractor employees do not have a right, nor should they have an expectation, of privacy while using Government provided devices at any time, including accessing the Internet and using e-mail and voice communications. To the extent that employees wish that their private activities remain private, they should avoid using the Government provided device for limited personal use. By acceptance of the government provided device, employees imply their consent to disclosing and/or monitoring of device usage, including the contents of any files or information maintained or passed -through that device.

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);
- 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 or 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 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 Contractor.

H.2.1 GENERAL

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The United States Immigration and Customs Enforcement (ICE) has determined that performance of the tasks as described in contract agreement (#) _____ requires 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:

H.2.2 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.

H.2.3 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.

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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.

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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 timeline 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.

H.2.4 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.

H.2.5 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.

H.2.6 REQUIRED REPORTS

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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.

H.2.7 SECURITY MANAGEMENT

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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.2.8 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).

H.2.9 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, Cybersecurity Awareness Training (CSAT) will be required upon initial access and annually thereafter. CSAT 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)@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).

H.3. SECURITY AUTHORIZATION TERMS AND CONDITIONS

A Security Authorization of any infrastructure directly in support of DHS/ICE information system shall be performed as a general support system (GSS) prior to DHS/ICE occupancy to characterize the network, identify threats, identify vulnerabilities, analyze existing and planned security controls, determine likelihood of threat, analyze impact, determine risk, recommend controls, perform remediation on identified deficiencies, and document the results. The Security Authorization (SA) shall be performed in accordance with DHS/ICE Security Policy and the controls provided by the hosting provider shall be equal to or stronger than the FIPS 199 security categorization of DHS/ICE information system.

At the beginning of the contract, and upon request thereafter (generally at the deployment of a new system or renewal of a System Authority to Operate), the Contractor/Cloud Service Provider (CSP) shall provide the results of an independent assessment and verification of security controls. The independent assessment and verification shall apply the same standards that DHS/ICE applies in the SA process of its information systems. Any deficiencies noted during this assessment shall be provided to the COR for entry into DHS/ICE POA&M Management Process. ICE shall use DHS' POA&M process to document planned remedial actions to address any deficiencies in information security policies, procedures, and practices, and the completion of those activities. Security deficiencies shall be corrected within the timeframes dictated by DHS/ICE POA&M Management Process. CSP procedures shall be subject to periodic, unannounced assessments by DHS/ICE officials. The documented physical aspects associated with CSP activities shall also be subject to such assessments. Inspections of CSP physical facilities will be scheduled in advance and coordinated with the provider in accordance with their facility procedures. On a periodic basis, DHS and its Components, including DHS Office of Inspector General, may choose to evaluate any or all of the security controls implemented by the Contractor under these clauses. Evaluation could include but is not limited to vulnerability scanning. The DHS and its Components reserve the right to conduct audits at their discretion. With ten working days' notice, at the request of the Government, the CSP and reseller shall fully cooperate and facilitate in a Government-sponsored security control assessment at each location wherein DHS/ICE information is processed or stored, or information systems are developed, operated, maintained, or used on behalf of DHS/ICE, including those initiated by the Office of the Inspector General. The government may conduct a security control assessment on shorter notice (to include unannounced assessments) determined by DHS/ICE in the event of a security incident.

Enterprise Security Architecture Terms and Conditions

The CSP shall utilize and adhere to DHS/ICE Enterprise Security Architecture in accordance with applicable laws and DHS/ICE policies to the satisfaction of DHS/ICE COR.

Continuous Monitoring Terms and Conditions

The CSP shall participate in the DHS/ICE Continuous Monitoring methodologies and,

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shall provide a Continuous Monitoring capability over their resources as required by FedRAMP. The DHS Chief Information Security Officer (CISO) issues annual updates to its Continuous Monitoring requirements via the Annual Information Security Performance Plan. At a minimum, the CSP shall adhere to all ITAR and FedRAMP continuous monitoring requirements and ensure that DHS/ICE can implement and integrate the following processes:

- a) Asset Management
- b) Vulnerability Management
- c) Configuration Management
- d) Malware Management
- e) Log Integration
- f) Security Information Event Management (SIEM) Integration
- g) Patch Management
- h) Providing near-real-time security status information to DHS/ICE SOC Specific Protections Terms and Conditions
- i) Specific protections that shall be provided by the CSP include, but are not limited to the following:

Specific Operations Terms and Conditions

The Contractor shall operate a SOC to provide security for the below mentioned services. The CSP shall support regular reviews with DHS/ICE Information Security Office to coordinate and synchronize the security posture of the CSP hosting facility with that of DHS Data Centers. The SOC personnel shall provide 24x7x365 staff to monitor the network and all of its devices. The CSP staff shall also analyze the information generated by the devices for security events, respond to real-time events, correlate security device events, and perform continuous monitoring. It is recommended that the CSP staff shall also maintain a trouble ticket system in which incidents and outages are recorded. In the event of an incident, the CSP facility SOC shall adhere to the incident response plan.

Computer Incident Response Services Terms and Conditions

The CSP shall provide Computer Incident Response Team (CIRT) services. The CSP shall adhere to the standard Incident Reporting process as determined by the Component and is defined by a DHS/ICE-specific incident response plan that adheres to DHS/ICE policy and procedure for reporting incidents. The CSP shall conduct Incident Response Exercises to ensure all personnel are familiar with the plan. The CSP shall notify DHS/ICE SOC of any incident in accordance with the Incident Response Plan and work with DHS/ICE throughout the incident duration.

Network Intrusion Detection Systems (NIDS) and Monitoring Terms and Conditions

The Contractor shall provide the design, configuration, implementation, and maintenance of the sensors and hardware that are required to support the NIDS solution. The Contractor is responsible for creating and maintaining the NIDS rule sets for their facility(s). The NIDS solution should provide real-time alerts. These alerts and other relevant information shall be located in a central repository. The NIDS shall operate 24x7x365. A summary of alerts shall be made available to DHS/ICE upon request. If an abnormality or anomaly is identified, the Contractor

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shall notify the appropriate DHS/ICE point of contact in accordance with the incident response plan.

Physical and Information Security and Monitoring Terms and Conditions

The CSP shall provide a facility using appropriate protective measures to provide for physical security. All facilities will be located within the United States. The CSP shall maintain a process to control physical access to all DHS/ICE IT assets. DHS/ICE IT Assets shall be monitored 24x7x365. A summary of unauthorized access attempts shall be reported to the appropriate DHS/ICE security office upon request.

Vulnerability Assessments Terms and Conditions

The CSP and reseller shall provide all information from any managed device to DHS/ICE, as requested, and shall assist, as needed, to perform periodic vulnerability assessments of the network, operating systems, and applications to identify vulnerabilities and propose mitigations. Vulnerability assessments shall be included as part of compliance with the continuous monitoring of the system.

Anti-malware (e.g., virus, spam) Terms and Conditions

The CSP shall design, implement, monitor, and manage to provide comprehensive anti-malware service. The CSP shall provide all maintenance for the system providing the anti-malware capabilities to include configuration, definition updates, when changes are required. A summary of alerts shall be reported to DHS/ICE SOC in weekly status report. If an abnormality or anomaly is identified, the CSP shall notify the appropriate DHS/ICE point of contact in accordance with the incident response plan.

Log Retention Terms and Conditions

Log files for all infrastructure devices, physical access, and anti-malware should be retained online for 180 days and offline for three years.

H.4 PERSONAL IDENTIFICATION VERIFICATION (PIV) CREDENTIAL COMPLIANCE TERMS AND CONDITIONS

- a) Procurements for products, systems, services, hardware, or software involving controlled facility or information system shall be PIV-enabled by accepting HSPD-12 PIV credentials as a method of identity verification and authentication.
- b) Procurements for software products or software developments shall be compliant by accepting PIV credentials as the common means of authentication for access for federal employees and Contractors.
- c) PIV-enabled information systems must demonstrate that they can correctly work with PIV credentials by responding to the cryptographic challenge in the authentication protocol before granting access.

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- d) If a system is identified to be non-compliant with HSPD-12 for PIV credential enablement, a remediation plan for achieving HSPD-12 compliance shall be required for review, evaluation, and approval by the CISO.

H.5 FEDRAMP IT SYSTEMS SECURITY REQUIREMENTS

- a) The Federal agency will determine the security category for the cloud system in accordance with Federal Information Processing Standard 199; then, the Contractor/Cloud Service Provider (CSP) shall apply the appropriate set of impact baseline controls as required in the FedRAMP Cloud Computing Security Requirements Baseline document to ensure compliance to security standards. The FedRAMP baseline controls are based on the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Revision 4, Security and Privacy Controls for Federal Information Systems and Organizations (as amended), and also includes a set of additional controls for use within systems providing cloud services to the federal government.
- b) The CSP shall maintain a security management continuous monitoring environment that meets or exceeds the requirements outlined in the latest edition of FedRAMP Cloud Computing Security Requirements Baseline and FedRAMP Continuous Monitoring Requirements.

1) FedRAMP Privacy Requirements

Contractor shall be responsible for the following privacy and security safeguards:

- a) To the extent required to carry out the FedRAMP assessment and authorization process and FedRAMP continuous monitoring, to safeguard against threats and hazards to the security, integrity, and confidentiality of any non-public Government data collected and stored by the Contractor, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.
- b) If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.
- c) The Contractor shall also comply with any additional FedRAMP privacy requirements.
- d) The Government has the right to perform manual or automated audits, scans, reviews, or other inspections of the vendor's IT environment being used to provide or facilitate services for the Government. In accordance with the Federal Acquisitions Regulations (FAR) clause 52.239-1, Contractor shall be responsible for the following privacy and security safeguards:

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- (i) The Contractor shall not publish or disclose in any manner, without the CO's written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the Government. Exception—Disclosure to a Consumer Agency for purposes of C&A verification.
- (ii) To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases within 72 hours. The program of inspection shall include but is not limited to: Authenticated and unauthenticated operating system/network vulnerability scans Authenticated and unauthenticated web application vulnerability scans Authenticated, and unauthenticated database application vulnerability scans Automated scans can be performed by Government personnel, or agents acting on behalf of the Government, using Government operated equipment, and Government specified tools.
- (iii) If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.
- (iv) If the vendor chooses to run its own automated scans or audits, results from these scans may, at the Government's discretion, be accepted in lieu of Government performed vulnerability scans. In these cases, scanning tools and their configuration shall be approved by the Government. In addition, the results of vendor-conducted scans shall be provided, in full, to the Government.

2) Sensitive Information Storage

Sensitive But Unclassified (SBU) information, data, and/or equipment will only be disclosed to authorize personnel on a need-to-know basis. The Contractor shall ensure that appropriate administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information, data, and/or equipment is properly protected. When no longer required, this information, data, and/or equipment will be returned to Government control, destroyed, or held until otherwise directed. Destruction of items shall be accomplished by following NIST SP 800-88, Guidelines for Media Sanitization.

The disposition of all data will be at the written direction of the COR, this may include documents returned to Government control; destroyed; or held as specified until otherwise directed. Items returned to the Government shall be hand carried or sent by certified mail to the COR.

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3) Protection of Information

The Contractor shall be responsible for properly protecting all information used, gathered, or developed because of work under this contract. The Contractor shall also protect all Government data, equipment, etc. by treating the information as sensitive. All information about the systems gathered or created under this contract should be considered as SBU information. It is anticipated that this information will be gathered, created, and stored within the primary work location. If Contractor personnel must remove any information from the primary work area, they should protect it to the same extent they would their proprietary data and/or company trade secrets. The use of any information that is subject to the Privacy Act will be utilized in full accordance with all rules of conduct as applicable to Privacy Act Information.

The government will retain unrestricted rights to government data. The government retains ownership of any user created/loaded data and applications hosted on vendor's infrastructure, as well as maintains the right to request full copies of these at any time. The data that is processed and stored by the various applications within the network infrastructure contains financial data as well as personally identifiable information (PII). This data and PII shall be protected against unauthorized access, disclosure or modification, theft, or destruction. The Contractor shall ensure that the facilities that house the network infrastructure are physically secure.

The government-owned data must be available to the Government upon request within one business day or within the timeframe specified otherwise and shall not be used for any other purpose other than that specified herein. The Contractor shall provide requested data at no additional cost to the government.

No data shall be released by the Contractor without the consent of the Government in writing. All requests for release must be submitted in writing to the COR/CO.

4) Security Classification

The preparation of the deliverables in this contract will be completed at a Sensitive but Unclassified level unless a higher level is specified.

5) Confidentiality and Nondisclosure

The preliminary and final deliverables and all associated working papers and other material deemed relevant by the agency that have been generated by the Contractor in the performance of this contract, are the property of the U.S. Government, and must be submitted to the COTR at the conclusion of the contract. The U.S. Government has unlimited data rights to all deliverables and associated working papers and materials in accordance with FAR 52.227-14.

All documents produced for this project are the property of the U.S. Government and cannot be reproduced or retained by the Contractor. All appropriate project documentation will be given to the agency during and at the end of this contract. The Contractor shall not release any information without the written consent of the CO. Personnel working on any of the described tasks may, at Government request, be required to sign formal non-disclosure and/or conflict of interest agreements to guarantee the

protection and integrity of Government information and documents.

6) Disclosure of Information

Any information made available to the Contractor by the Government shall be used only for carrying out the provisions of this contract and shall not be divulged or made known in any manner to any persons except as may be necessary in the performance of the contract. In performance of this contract, the Contractor assumes responsibility for protection of the confidentiality of Government records and shall ensure that all work performed by its subcontractors shall be under the supervision of the Contractor or the Contractor's responsible employees. Each officer or employee of the Contractor or any of its subcontractors to whom any Government record may be made available or disclosed shall be notified in writing by the Contractor that information disclosed to such officer or employee can be used only for that purpose and to the extent authorized herein. Further disclosure of any such information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 18 U.S.C. §§ 1030.

7) FedRAMP Security Requirements Overview:

- a) The minimum requirements for low and moderate impact cloud systems are contained within the FedRAMP Cloud Computing Security Requirements Baseline. The Contractor and Federal Government Agency share responsibility to ensure compliance with security requirements.
- b) The implementation of a new Federal Government cloud system requires a formal process, known as Assessment and Authorization, which provides guidelines for performing the assessment.
- c) FedRAMP requires cloud service providers to utilize a Third-Party Assessment Organization (3PAO) to perform an assessment of the cloud service provider's security controls to determine the extent to which security controls are implemented correctly, operate as intended, and produce the desired outcome with respect to meeting security requirements.
- d) The FedRAMP PMO security staff will be available for consultation during the process. Both the FedRAMP PMO staff and JAB will review the results before issuing a Provisional Authorization decision. The Government reserves the right to verify the infrastructure and security test results before issuing an Authorization decision.
- e) Federal agencies will be able to leverage the provisional Authorization granted by FedRAMP and any documentation prepared by the Contractor to issue their own authority to operate.
- f) The vendor is advised to review the FedRAMP guidance documents (see References below) to determine the level of effort that will be necessary to complete the requirements. All FedRAMP documents and templates are available at <http://FedRAMP.gov>.

8) FedRAMP Security Compliance Requirements

The Contractor shall implement the controls contained within the FedRAMP Cloud Computing Security Requirements Baseline and FedRAMP Continuous Monitoring Requirements for low and moderate impact system (as defined in FIPS 199). These

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documents define requirements for compliance to meet minimum Federal information security and privacy requirements for both low and moderate impact systems. While the FedRAMP baseline controls are based on NIST SP 800-53, Revision 4. The Contractor shall generally, substantially, and in good faith follow FedRAMP guidelines and Security guidance. In situations where there are no procedural guides, the Contractor shall use generally accepted industry best practices for IT security.

9) Required FedRAMP Policies and Regulations

The Contractor shall comply with FedRAMP Security Assessment Framework – describing a general security Assessment Framework for the Federal Risk and Authorization Management Program (FedRAMP). This document details the security assessment process which must be used to achieve FedRAMP compliance. Download here:

https://www.fedramp.gov/assets/resources/documents/FedRAMP_Security_Assessment_Framework.pdf

10) Assessment and Authorization

DHS/ICE may choose to cancel the contract/award and terminate any outstanding orders if the Contractor has its provisional authorization revoked and the deficiencies are greater than agency risk tolerance thresholds.

11) Assessment of the System

- a) The Contractor shall comply with FedRAMP requirements as mandated by Federal laws and policies, including making available any documentation, physical access, and logical access needed to support this requirement. The Level of Effort for the A&A is based on the System's NIST Federal Information Processing Standard (FIPS) Publication 199 categorization. The Contractor shall create, maintain and update the following documentation using FedRAMP requirements and templates, which are available at <http://FedRAMP.gov> :
 - Privacy Impact Assessment (PIA)
 - FedRAMP Test Procedures and Results
 - Security Assessment Report (SAR)
 - System Security Plan (SSP)
 - IT System Contingency Plan (CP)
 - IT System Contingency Plan (CP) Test Results
 - POA&M Continuous Monitoring Plan (CMP)
 - FedRAMP Control Tailoring Workbook
 - Control Implementation Summary Table
 - Results of Penetration Testing
 - Software Code Review
 - Interconnection Agreements/Service Level Agreements/Memorandum of Agreements.
- b) Information systems must be assessed by an accredited 3PAO whenever there is a significant change to the system's security posture in accordance with the FedRAMP Continuous Monitoring Plan.