

**U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT
ICE Policy System**

OFFICE OF PRIMARY INTEREST: Director of Operations (National Firearms and Tactical Training Unit)

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SUPERSEDES:	see section 3

DIRECTIVE TITLE: ICE Body Armor Policy

- 1. PURPOSE and SCOPE.** To establish the U.S. Immigration and Customs Enforcement (ICE) policy for the use of personal protective soft body armor (body armor) and identify related management and employee responsibilities. This directive applies to all components of ICE with armed officers.
- 2. AUTHORITIES/REFERENCES.**
 - 2.1. Statutory and Regulatory Authority**

8 USC 1103
 - 2.2. ICE Policy**

Interim ICE Firearms Policy (July 7, 2004)

Interim ICE Use of Force Policy (July 7, 2004)
 - 2.3. National Institute of Justice Reference Documents**

Ballistic Resistance of Personal Body Armor (NIJ Standard 0101-03 and 0101-04 and amendments)

Selection and Application Guide to Personal Body Armor (NIJ Guide 100-01 and 100-98, and amendments)
- 3. SUPERSEDED/CANCELLED POLICY/SUMMARY OF CHANGES.**

This directive supersedes previous legacy policies, issuances and previously recognized processes for soft body armor for all ICE offices with armed officers.

4. DEFINITIONS.

- 4.1. Body Armor** - A protective garment designed to stop a variety of standard handgun projectiles. The armor is not designed to stop all projectiles, especially those fired from high-caliber rifles. Unless rated as stab resistant, this armor is not designed to prevent injury from sharp or cutting or piercing-type weapons. No body armor is designed as a replacement for common sense, good judgment and proper street survival procedures and tactics.
- 4.2. Technology Standards for Body Armor** – The Law Enforcement and Corrections Standards and Testing Program (LECSTP) is sponsored by the Office of Science and Technology of the National Institute of Justice (NIJ), Department of Justice (DOJ). The LECSTP is an applied research effort that determines the technological needs of justice systems agencies, sets minimum performance standards for specific devices, tests commercially available equipment against those standards and disseminates the standards and the test results to criminal justice agencies nationally and internationally. The NIJ reference documents for this policy are listed in the Authorities section and are as follows: Ballistic Resistance of Personal Body Armor (NIJ Standard 0101-03 and 0101-04) and Selection and Application Guide to Personal Body Armor (NIJ Guide 100-01 and 100-98), to include amendments.

5. POLICY.

- 5.1.** All ICE employees authorized to carry firearms as a condition of employment shall be issued protective body armor. New employees will be fitted for body armor during their initial training at the Federal Law Enforcement Training Center (FLETC) or as specified by ICE. Replacement of expired or damaged body armor in the field shall be coordinated with the designated official for that operational component, most often the Senior Firearms Instructor (SFI).
- 5.2.** The ballistic resistance performance standard for protective body armor requires a minimum of threat level type IIA protection, with side panel coverage, and must meet the current NIJ standards.
- 5.3.** All ICE armed officers are strongly encouraged to wear their issued body armor while performing law enforcement duties. When not being worn, body armor should be readily accessible in the vehicle or building where the officer is working. When away from the vehicle or building, the ICE armed officer does not have to carry the body armor, unless instructed by a supervisor.
- 5.4.** All Federal Protective Service (FPS) armed uniformed officers shall wear their issued body armor while in the performance of their law enforcement duties. When in a non-uniform status or not being worn, body armor should be readily accessible in the vehicle or building where the officer is working. When away

from the vehicle or building, the ICE armed officer does not have to carry the body armor, unless instructed by an FPS supervisor.

- 5.5. All Detention and Removal Operations (DRO) armed uniformed officers shall wear their issued body armor while in the performance of their law enforcement duties. When not being worn, body armor should be readily accessible in the vehicle or building where the officer is working. DRO armed officers performing administrative duties or duties inside a detention facility shall not be required to wear their issued body armor.
- 5.6. Due to their covert mission within the aviation environment, Federal Air Marshals shall wear issued body armor according to their internal guidance and procedures as established by the Director, Federal Air Marshal Service.
- 5.7. The wearing of body armor during normal operations is at the discretion of the employee, except during activities as specified in the Procedures Section of this directive and for FPS and DRO armed officers as stated above in sections 5.4 and 5.5.
- 5.8. All employees need to be aware of the health risks associated with the wearing of body armor in high-heat/high humidity conditions and/or during strenuous exertion. When employees are required to wear body armor, they shall be provided opportunities to rehydrate and remove the body armor as necessary.
- 5.9. ICE does not authorize the use of personally owned body armor for armed officers while functioning as ICE employees. Any exception to this requirement first must be approved by the director of the operational component and then by the Director of the National Firearms and Tactical Training Unit (NFTTU).
- 6. **RESPONSIBILITIES.**
 - 6.1. The NFTTU is responsible for the development of all national policy and procedures, and exercises program management responsibility for the body armor program.
 - 6.2. The NFTTU shall coordinate all research, testing, evaluation, procurement, distribution and destruction of body armor.
 - 6.3. The SFIs are responsible for coordinating requests for body armor, ensuring training requirements are met and conducting inspections of all body armor as required by the NFTTU.
 - 6.4. Supervisors are responsible for ensuring armed personnel under their supervision are issued body armor and that it has not exceeded its expiration date.

- 6.5. Supervisors are responsible for ensuring that all personnel issued body armor comply with the mandatory requirements for wearing body armor specified in the Procedures Section of this policy.
- 6.6. ICE officers are responsible for the proper care and inspection of the issued body armor in accordance with the manufacturer's recommendations and ballistic panel labeling.
- 6.7. ICE officers are required to attend, participate and complete all mandated body armor training as required by ICE and/or their operational component.


7. PROCEDURES.

- 7.1. The NFTTU will develop standard operating procedures to be used for the selection, procurement, issuance, accountability, replacement and disposal of all ICE-owned and issued body armor.
- 7.2. The NFTTU shall maintain the national inventory system for body armor. Unless otherwise identified by the NFTTU, the Firearms Inventory System (FIS) module in the Automated Management Information System is the national inventory system and will be the official system of record for the accountability, transfer and inventory of all ICE body armor.
- 7.3. The officer to whom the body armor is issued is responsible for electronically accepting it in the designated automated inventory system. Body armor should not be documented on any other ICE property record document other than for exigent circumstances and only as an interim hand receipt until FIS can be properly updated by the responsible officer(s).
- 7.4. A 100 percent body armor inventory shall be performed annually by all employees issued body armor in FIS. Responsible officials (supervisory personnel) shall ensure that the employees complete their annual inventory and verification process in FIS within 30 days of notification of the initiation of the inventory process. Employees who fail to complete their inventory and verifications within the specified 30 days may be subject to disciplinary action.
- 7.5. In the event that body armor is lost or stolen, it must be reported to the NFTTU via facsimile (814-946-9995) and FIS within 48 hours of discovery by the employee to whom it was issued. This FIS reporting requirement does not preclude any other reporting requirement(s) mandated by any other ICE policy or procedure. The stolen body armor information, with serial number, shall also be entered into the National Crime Information Center (NCIC) database.

- 7.6.** The wearing of body armor by ICE armed officers is mandatory during the following activities:
- 7.6.1.** Special Response Team (SRT) deployments when officers are part of an arrest, or operate as an entry or perimeter element;
 - 7.6.2.** Executing arrests in pre-planned situations. ICE officers working in an undercover capacity, or in support of another officer working in an undercover capacity, may be exempted from the requirement of wearing body armor stated in this section, if the wearing of the body armor presents a danger of being exposed as a law enforcement officer. This exemption pertains to officers who will be working in close proximity to violators and who may identify the officer as a law enforcement officer by noticing the body armor. In all cases, the exemption must be approved by a first-line supervisor prior to the operation;
 - 7.6.3.** Execution of high-risk search warrants until the premises are secured and cleared or at the discretion of the first-line supervisor;
 - 7.6.4.** Apprehension phases of air and marine interdiction operations;
 - 7.6.5.** Transportation, storage or destruction of seized narcotics, currency or other high risk or valuable commodity;
 - 7.6.6.** During normal operations for FPS and DRO officers, if armed, and in uniform as stated above in sections 5.4., 5.5. and 5.7.;
 - 7.6.7.** In emergency situations where ICE management determines there is an immediate threat to the safety of employees. In addition to the nature of the emergency situation, ICE management will also determine the duration of the emergency and, accordingly, the length of time that body armor must be worn; and,
 - 7.6.8.** During all DRO fugitive apprehension operations regardless of whether it is a formalized, preplanned operation or not. This does not include simple investigative inquiries when an apprehension is not anticipated by the DRO armed officer.
- 7.7.** SFIs shall ensure that training is provided to each employee who is issued body armor. SFIs shall ensure that all training is documented in the appropriate system as identified by the NFTTU.
- 7.8.** Body armor training covers the following:
- Circumstances/situations when body armor must be worn;
 - Type of body armor that is necessary;

- Procedures to properly don, doff, adjust and wear body armor;
 - Limitations of body armor;
 - Proper care, maintenance and useful life of the body armor; and,
 - Use of firearms while wearing body armor.
- 7.9. Employees shall notify their supervisor(s) of the need to replace worn, damaged or ill-fitting body armor should such a need be identified by the armed officer or SFI.
- 7.10. Body armor that is no longer serviceable will be physically and electronically transferred to the NFFTU for final disposition.
- 7.11. Expired body armor distributed prior to the utilization of the NFFTU automated system for inventory and accountability shall be physically transferred to the NFFTU for final disposition. The NFFTU shall furnish guidance for the manual transfer of body armor that is not documented in FIS.
- 7.12. Additional guidance or instructions regarding the identification, procurement, replacement, transfer, tracking and inventory of body armor may be issued by the NFFTU to address agency transition, reorganization and/or realignment.
8. **NO PRIVATE RIGHT STATEMENT.** This Directive is an internal policy statement of ICE. It is not intended to, and does not create any rights, privileges, or benefits, substantive or procedural, enforceable by any party against the United States; its departments, agencies, or other entities; its officers or employees; or any other person.

Approved


Michael J. Garcia
Assistant Secretary

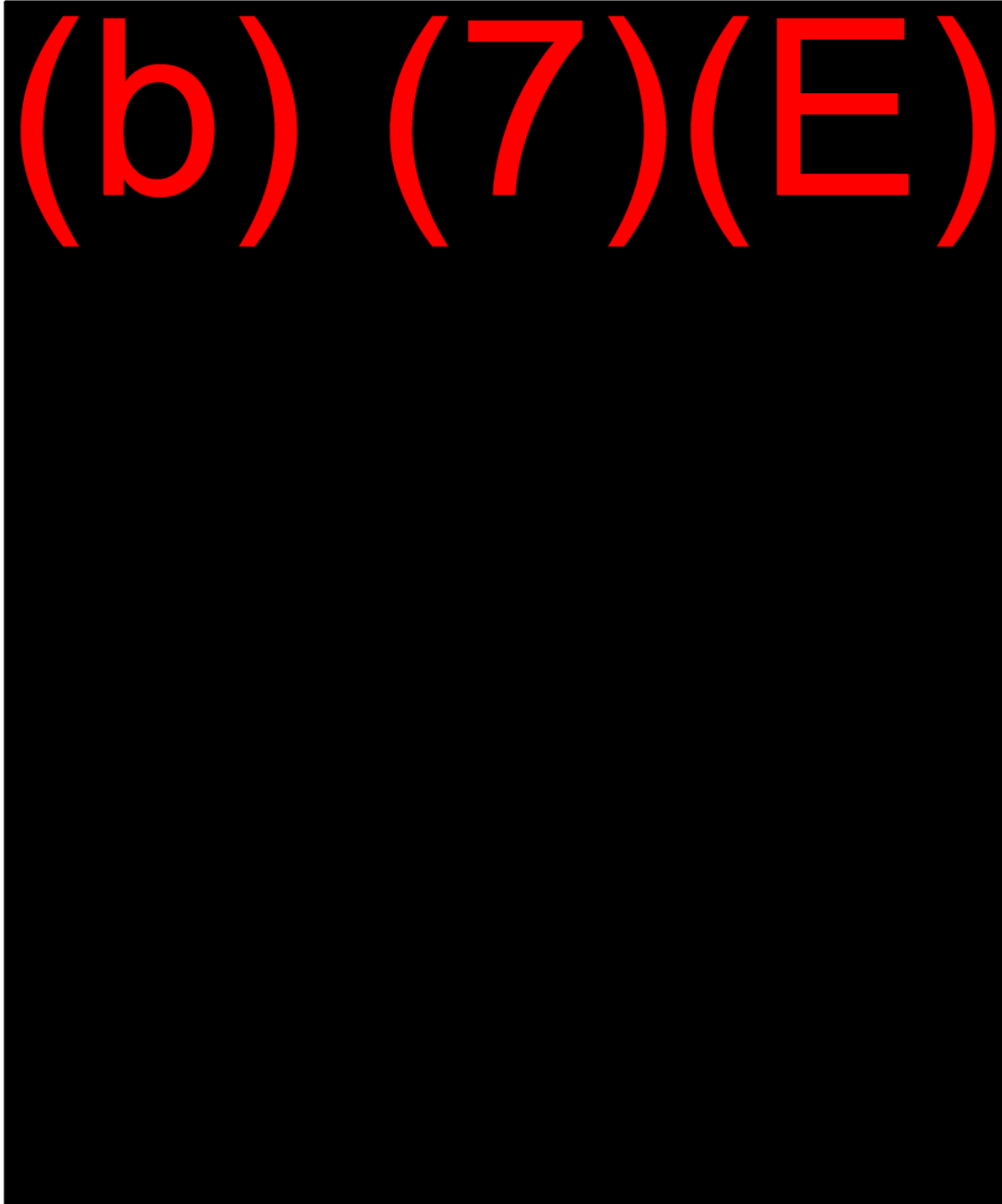
National Firearms and Tactical Training Unit

Authorized Restraint Devices



June 17, 2013

METALLIC HANDCUFFS



MANUFACTURER

MODEL

TYPE

(b) (7)(E)

MISCELLANEOUS RESTRAINTS & SAFETY RELATED EQUIPMENT

The NIJ does not publish any minimum performance standard for the following restraints and safety related equipment. The NFTTU has identified the following restraints and safety related equipment as acceptable.

ITEM	MANUFACTURER	MODEL	TYPE
(b) (7)(E)			

Additional Comments:

The NFTTU Policy and Programs staff can always be contacted at (b) (7)(E) [@ice.dhs.gov](mailto:ice.dhs.gov) for additional information. These guidelines supersede the Authorized Restraint Devices Guidelines issued June 2011.



U.S. Immigration and Customs Enforcement

Interim ICE Use of Force Policy

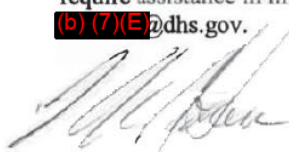
July 7, 2004

Foreword

I have signed and authorized the release of the interim U.S. Immigration and Customs Enforcement (ICE) Use of Force Policy. This document shall serve an interim use of force policy for ICE and shall supersede all legacy agency use of force policies, becoming effective on July 7, 2004. This policy was the result of a great amount of dedication, effort and work by many representatives from each ICE operational component and the ICE National Firearms and Tactical Training Unit (NFTTU). The interim ICE Use of Force Policy retains the best of each legacy agency's policy and national use of force program. It is intended to create a strong and comprehensive policy to unify our many operational elements in the critical area of firearms and the related disciplines.

The NFTTU shall electronically distribute this interim policy to all of the ICE Senior Firearms Instructors (SFIs) and Defensive Tactics Instructors. The policy shall be posted on the NFTTU intranet website (b) (7)(E) for immediate access and distribution to all ICE armed officers. The NFTTU has provided interim policy training to over two hundred and fifty (250) ICE SFIs as of the release of this important interim policy. All ICE armed officers are required to fully read and understand the new policy prior to the July 7, 2004 implementation date.

The implementation of this interim policy is a significant undertaking and is a milestone in the progress ICE is making in the establishment of our new agency. If you have any questions or require assistance in implementing this new policy in any way, please contact the NFTTU at (b) (7)(E)@dhs.gov.



Michael J. Garcia
Assistant Secretary

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Part 1 Use of Force

A. General Guidelines

1. The Department of Homeland Security (DHS) Use of Force Policy governs the use of deadly force by all DHS officers and employees. The complete DHS policy is contained in Appendix 1.
2. As an overall guideline, only that force which is both necessary and reasonable may be used in any given situation. “Necessary” means some force is required to accomplish one’s lawful duty. “Reasonable” means there are facts and circumstances that justify the degree of force to be used in the given situation, up to and including deadly force.
3. In some situations, the proper initial response might be the application of deadly force.
4. Since appropriate actions may vary based on the facts and the officer's individual experience, two (2) officers might have different and yet appropriate responses to the same situation.
5. In an emergency situation, ICE officers are authorized to use appropriate and reasonable means that are available to protect themselves and others consistent with the threat faced.
6. The discharge of firearms against persons or animals constitutes the use of deadly force. The use of firearms to discharge chemical munitions or specially-designed breaching munitions against structures does not constitute the use of deadly force, unless there is reason to believe that the chemical munitions or specially-designed breaching munitions may cause the death of a person (e.g., may cause a fire).
7. Warning shots and disabling fire are prohibited except where authorized in Part 4 in the area of marine enforcement.

B. The Use of Force Continuum

1. The use of force continuum is a model used to illustrate the levels of force an officer may need to use to gain control over a subject. The continuum is comprised of five (5) levels. It begins with the mere presence of the officer and can escalate to the use of deadly force. It must be noted that an appropriate initial use of force may be deadly force and that a deadly force situation may de-escalate to a lower level on the use of force continuum.
2. An officer may have to rapidly escalate or de-escalate through the use of force continuum, depending on the totality of circumstances present. “Totality of the circumstances” refers to those factors existing in each individual case. These

factors include level of training, strength, age, and the size of the officer and suspect. Also included are the weapon(s) involved, presence of other officers, suspects or bystanders and environmental conditions.

3. Outlined below are the five (5) levels of the use of force continuum and appropriate officer action for each level.

a. Mere Officer Presence Without Action

- (1) Professional, courteous demeanor;
- (2) Positive attitude;
- (3) Physical condition (fitness);
- (4) Posture and body language; and
- (5) Neatness of attire or uniform and equipment.

b. Verbal Commands

- (1) Professional, firm voice;
- (2) Instructions should be simple, easy to understand and repeated as necessary; and
- (3) Only one officer should issue verbal commands.

c. Soft Techniques

- (1) Minimal chance of injury, empty-hand;
- (2) Escort position;
- (3) "Come-along" holds, to include the use of impact weapons;
- (4) Touch pressure points;
- (5) Specified electronic defense modules/electro-muscular devices; and
- (6) Use of chemical agents.

d. Hard Techniques

- (1) Greater possibility of injury to participants;

- (2) Strikes with hand, arm, foot, leg, head or whole body;
- (3) Throws;
- (4) Take-downs;
- (5) Impact weapons when used for striking; and
- (6) Specialty impact weapons.

e. Deadly Force

- (1) Deadly force is the use of any force that is likely to cause death or serious physical injury. Deadly force does not include force that is not likely to cause death or serious physical injury, but unexpectedly results in such death or injury.
- (2) Deadly force may be employed only when the officer has probable cause to believe there is an imminent threat of death or serious physical injury to the officer or others.
- (3) Deadly force may be used to prevent the escape of a fleeing subject if there is probable cause to believe that escape of the subject would pose an imminent danger of death or serious physical injury to the officer or to another person.
- (4) Examples of deadly force include, but are not limited to, any discharge of firearms against persons or animals, any use of impact weapons to strike the neck or head, any strangulation techniques, any strikes to the throat, and the use of any edged weapons.

C. Emergency Situations

In an emergency situation, ICE officers are authorized to use whatever firearm or other weapon is available for self-defense or the defense of another person. This statement does not authorize the carrying of any firearm for duty use that is not approved and listed in Appendix 1 of the ICE Firearms Policy.

D. Employee Assistance Program

The officer's supervisor will advise the employee that the Employee Assistance Program (EAP) is available for consultation in the event of a violent confrontation. The EAP can be contacted at 1-800-467-3277.

Part 2 Use of Force Reporting Requirements

A. Use of Deadly Force

1. Local law enforcement agencies may investigate use of force incidents occurring within their territorial jurisdictions, including those resulting in serious bodily injury or death (critical incidents). That responsibility does not diminish because one of the participants is a federal employee. Accordingly, an ICE employee involved in a critical incident should anticipate an investigation by local authorities. (Note: Employees involved in critical incidents enjoy the same protections afforded to other citizens under the Constitution of the United States.) They may be interviewed by local police or subpoenaed to a local grand jury or court proceeding. Under the Fifth Amendment, employees cannot be compelled to make self-incriminating statements to local authorities concerning the incident unless the employee is protected against the use of his compelled answers in any subsequent criminal case. Due process, the right to counsel, and protection against unreasonable searches and seizures are also applicable to the same extent as with any other citizens under investigation by local authorities.
2. When officers use deadly force, the incident must be reported.
 - a. The officer must immediately report the incident to their supervisor.
 - b. The supervisor shall immediately report the incident to the Responsible Official as identified in the ICE Firearms Policy.
 - c. The supervisor will also immediately notify the ICE Headquarters Reporting Center (HRC) of the incident.
 - d. The supervisor will ensure notification of local law enforcement authorities in incidents involving property damage, bodily injury, or death.
 - e. The ICE HRC shall immediately notify the Office of Professional Responsibility (OPR), the Director of the appropriate operational component, and the Director of the National Firearms and Tactical Training Unit (NFTTU).
 - f. In accordance with DHS Office of Inspector General (OIG) requirements, the ICE OPR shall notify the DHS OIG, of the misuse or improper discharge of a firearm, except for discharges which occur during firearms training, practice, or qualification, and do not cause any injury to a person or animal, or damage to property.
3. When an ICE officer uses deadly force, either on or off-duty, which results in death or serious bodily injury to a person, the officer shall be immediately granted administrative leave for three (3) consecutive workdays. This period of excused

absence is not for disciplinary purposes. Office of Personnel Management and ICE rules and regulations should be consulted for information regarding any extensions of administrative leave.

4. Verbal reports must be followed by written reports prepared by the officer's first line supervisor.
 - a. Supervisors are responsible for sending written reports to OPR within five (5) business days.
 - b. Copies of the written reports will be sent to the Director of the appropriate operational component and Director of the NFTTU within ten (10) business days.
 - c. When deadly force is used, the initial written report must be on an ICE Use of Force Incident Report, NFTTU Form 10 (Appendix 3) and shall contain the information listed in Appendix 2, *Shooting or Use of Force Incident Investigation Reports*.
5. As additional information is obtained, the supervisor is responsible for supplementing written reports with such information.
6. All shooting incident investigations, conducted by field officials and not OPR, should be completed within sixty (60) days whenever possible and the investigation report(s) sent to OPR. In the event that evidence critical to the investigation is not available within sixty (60) days, updated status reports on open cases will be forwarded to OPR as each is completed.
7. OPR must be contacted to determine if any additional reporting requirements or duties are required by subsequent DHS, ICE or OPR policies, directives or procedures.

B. Discharge of a Firearm

1. All firearms discharges, whether intentional or unintentional, must be reported in accordance with the requirements contained in Part 2.A. Reportable firearms discharges include:
 - a. Any incident that involves the discharge of an ICE-issued firearm, including by any person other than an ICE officer;
 - b. Any incident that involves the discharge of an ICE-approved personally owned handgun, including by any person other than an ICE officer;

- c. Any incident that involves the discharge of a firearm as an act of assault against any ICE officer or employee, and the assault is, or reasonably appears to be, related to his or her ICE employment;
 - d. Any incident, which involves the discharge of a firearm by a law enforcement officer other than an ICE officer, when the discharge occurs during multi-agency operation involving ICE officers; or
 - e. The discharge of specialty impact munitions from a conventional firearm or a launcher specifically designed to expel these types of projectiles.
- 2. After any discharge resulting in personal injury or property damage, the firearm and ammunition must immediately be sent, by the Senior Firearms Instructor (SFI) as defined in the ICE Firearms Policy, to the Director of the NFTTU for examination, unless the firearm is required for an ongoing Federal, state or local law enforcement investigation or legal action.
 - 3. To send a firearm to the Director of the NFTTU, the SFI must ensure that the firearm and magazine are unloaded and that it has not been cleaned prior to shipping. **At no time shall a firearm be disassembled.**
 - 4. When an unintentional discharge occurs and the officer has any reason to believe that the firearm has malfunctioned, the firearm must be immediately sent, by the SFI, to the Director of the NFTTU for examination.
 - 5. A shooter-induced unintentional discharge, in which there is no personal injury or property damage, and for which the officer acknowledges responsibility, does not require the firearm be sent to the Director of the NFTTU.
 - 6. When an officer is a witness to a reportable shooting incident, the officer may be required to submit a written report consistent with Part 2.A.2&4.
- C. Exceptions to Reporting Firearm Discharges
- 1. Shooting incident reporting requirements do not apply to the discharge of firearms during authorized training while on the firing line (i.e., practice, qualification and function testing) when no personal injury or property damage occurs.
 - 2. In special situations where officers are deployed and under the control of another department in a foreign country (e.g., under the direction of the Department of Defense during war), they may, on a case-by-case basis as determined by the Director of the appropriate ICE operational component, be relieved from these shooting incident reporting requirements.

D. Reporting Use of Hard Techniques and/or Chemical Agents

1. The use of hard techniques or chemical agents that subsequently result in serious bodily injury or death will be reported following the procedures described in Part 2.A.
2. When officers employ hard techniques and/or intermediate force weapons to control a person, they shall immediately report the matter to their supervisor.
3. Verbal reports must be followed by a written report prepared by the officer's first line supervisor containing the information outlined in Part 2.A.4.
4. Supervisors are responsible for sending written reports to the OPR within five (5) business days.
5. Copies of the written reports will be sent to the Director of the appropriate operational component and Director of the NFTTU within ten (10) business days.

E. The Firearms and Use of Force Incident Review Committee

The Firearms and Use of Force Incident Review Committee is responsible for:

1. Reviewing reports of all incidents involving firearms, certain and/or specified use of force events and enforcement related officer safety issues identified in Parts 2 and 4 of this policy;
2. Reviewing these incidents to determine the sufficiency of tactics, training or policy to deal with the incident(s); and
3. Establishing a permanent ICE Firearms Board of Survey at Headquarters that is authorized to grant the relief of responsibility for lost or stolen firearm(s) and/or related property from the ICE armed officer regarding inventory and accountability.
4. The Firearms and Use of Force Incident Review Committee members are:
 - a. The Director of the NFTTU, who serves as committee chair;
 - b. The Director of each operational component or his or her designee;
 - c. The Director of the Office of Professional Responsibility or his or her designee; and
 - d. The Principal Legal Advisor or his or her designee.
5. The Firearms and Use of Force Incident Review Committee shall meet monthly to review shooting and use of force incidents if required.

6. The ICE Firearms Policy also addresses policy and procedure requirements associated with the Firearms and Use of Force Incident Review Committee.

Part 3 Intermediate Force Devices

A. Authority to Use Intermediate Force Weapons

1. All ICE officers shall be trained to use Oleoresin Capsicum (OC) spray and approved batons. The use of intermediate force weapons by ICE armed officers will be authorized following their successful completion of the initial training and certification requirements, as well as recertification requirements, that are prescribed by the Director of the NFTTU.
2. While performing official duties, ICE officers authorized to carry firearms may be required to carry at least one (1) approved intermediate force device. Officers assigned to non-operational law enforcement activity or undercover work are not required to carry intermediate force devices.
3. ICE officers, as trained and certified, may be authorized to use the following approved intermediate force devices that have been authorized by the Director of the NFTTU:
 - a. Chemical agents;
 - b. Expandable batons;
 - c. Straight batons;
 - d. Authorized less-lethal devices;
 - e. Authorized specialty impact munitions;
 - f. Authorized electronic defense modules/electro-muscular disruption devices; and/or
 - g. Other intermediate force devices approved in writing by the ICE Assistant Secretary.

B. Use of Chemical Agents

1. Chemical agents may be used as an intermediate force option to temporarily incapacitate an assailant. They may be used in situations where empty-hand techniques are not sufficient to control disorderly or violent subjects, but where deadly force is not justified.
2. The use of chemical agents must be discontinued after a subject has been subdued or incapacitated.
3. Officers must conduct decontamination of the subject as soon as possible after the

subject has been controlled.

4. Officers may only use chemical agents approved by the Director of the NFTTU.

C. Impact Weapons

1. The use of impact weapons for striking is categorized as a hard technique in the ICE use of force continuum.
2. The use of an impact weapon, as a leverage tool during “come-alongs” or to apply gradual pressure for compliance, is categorized as a soft technique in the ICE use of force continuum.
3. When using an impact weapon, officers should choose the appropriate level within the use of force continuum as required by the totality of circumstances.
4. The use of an approved impact weapon must be discontinued after a subject has been subdued or incapacitated. This does not preclude the continued use of an approved impact weapon as a “come-along” technique.
5. The use of impact weapons by ICE armed officers will be authorized following the successful completion of training.

D. Specialty Impact Munitions

1. Specialty impact munitions are extended range impact weapons that are fired or launched from a conventional firearm or launcher specifically designed to expel these types of projectiles.
2. Although a firearm is used to launch specialty impact munitions, the use of these munitions is categorized, at a minimum, as a hard technique in the ICE Use of Force Continuum.

E. Reporting Requirements for Use of Intermediate Weapons

1. When officers employ an approved baton as a hard technique or chemical agents to control a person, the officer shall immediately report the incident in accordance with the procedures outlined in Part 2.D.
2. When specialty impact munitions are employed as a hard technique to control a person, the officer shall immediately report the incident in accordance with the procedures outlined in Part 2.A&B.

Part 4 Marine Enforcement

A. General Guidelines

1. Open water warning shots are to be used as a signal only. They will be used to attract attention after all other available means of signaling have failed. This conforms to United States and international laws which recognize warning shots across the bows of vessels as legitimate signals.
2. Warning shots pose a potential hazard. They may be fired only to signal a fleeing vessel to stop. They cannot be fired where there is a reasonable possibility that personal injury, death, or property damage will occur. Safety will always be the first consideration when firing warning shots. Good judgment must be exercised at all times. Personnel will be held accountable for the use of warning shots in violation of these procedures.
3. Warning shots will be fired only in open waters (when range is clear and any shot fired could not fall on land or another vessel) and when such action will not present a danger to any individual, cause damage to property, or be used to purposely invite suspects to return fire.
4. Disabling shots will be fired only in open waters (when range is clear and any shot fired could not fall on land or another vessel) and when such action will not present a danger to any individual or be used to purposely invite suspects to return fire.
5. The vessel commander is responsible for authorizing the use of open water warning and disabling shots.

B. Training and Certification

1. Only those ICE officers who have successfully completed the required training, as mandated by the Director of the NFTTU, will be authorized to utilize open water warning and disabling shots.
2. Only ordnance approved by the Director of the NFTTU will be authorized for use in conducting warning and disabling shots.

C. Preparation for Use of Warning Shots

Before a decision to use warning shots can be made, the following conditions must be met:

1. All means of signaling available (including siren or loud hailer and display of typical law enforcement flashing light) to the ICE officer have failed to bring the pursued vessel to a stop. This includes giving the order(s) "to take the way off your vessel" (slow down, stop, heave to) and/or "we are going to board you."

2. The customs ensign and official ICE symbol identifying insignia must be clearly displayed on the vessel so as to be seen by the pursued vessel.
3. Due to the possibility of return fire, the number of ICE personnel on deck should be kept to a minimum.
4. All ICE officers will be clearly identified as ICE officers through the use of uniforms, raid jackets or other approved methods.
5. Protective and safety equipment, such as body armor and personal flotation devices, clearly identified by an ICE badge (patch) and the words CUSTOMS, ICE or police, must be worn by all personnel on board.
6. Communications equipment must be on hand to clearly communicate verbal instructions to the suspect vessel. All ICE vessels must have a VHF-FM Marine Band radio with full channel capacity and an Over-The-Air Re-Key (OTAR) Land/Mobile radio with law enforcement network access. A loud hailer system must be available.
7. Positive communication must be established in advance with the National Law Enforcement Communications Center (Sector), the Air and Marine Operations Center (AMOC), the local Air and Marine Branch, or any other ICE or DHS communications available to the vessel.
8. An emergency distress signal will not be used as a warning shot as this conflicts with existing distress and illumination signals and may cause confusion.

D. Use of Warning Shots

When a pursued vessel fails to comply with an order to stop, all conditions listed in Parts B and C are met, and the ICE vessel commander believes warning shots are warranted, the vessel commander will:

1. Assume an enhanced state of readiness, and ensure that means of force appropriate to the situation at hand are available for self-defense.
2. Maintain the position of the ICE vessel with respect to the pursued vessel to minimize the threat of ramming.
3. Continue signaling while maintaining a relative position appropriate for firing warning shots.
4. For all vessels, foreign or United States flag, communicate to Sector or AMOC, the name, homeport, number, rig, and other distinguishing characteristics of the pursued vessels, and notify that warning shots will be or have been fired.

5. For vessels displaying foreign flag only, coordinate, as required by Presidential Directive 27 among affected agencies, such as the U.S. Coast Guard and Department of State on all actions against foreign flag vessels on the high seas (more than 12 nautical miles from the coast of the United States). In order to ensure such coordination, all warning shots fired from ICE vessels at foreign flag vessels shall be cleared by the U.S. Coast Guard District Operations Center through the local Air and Marine Branch, Sector, AMOC, or whatever other ICE communication is available to the ICE vessel.
6. Vessels displaying no flags, stateless or “pirate vessels,” not registered in any country, are subject to the jurisdiction of any nation choosing to exercise jurisdiction wherever on the high seas the vessel is encountered. Therefore, ICE officers may treat stateless vessels in the same manner as United States vessels.
7. After approval by the vessel commander and having met all other conditions listed above, ICE officers may fire warning shots. Warning shots will be fired directly across, but not over, the bow well forward of the pursued vessel. This is to be accomplished with regard to safety of other vessels as well as the pursued vessel. Furthermore, there should be a timed interval between successive shots long enough to allow persons aboard the pursued vessel to make evident any decision to stop. If time and circumstances permit, fire a minimum of two (2) warning shots. If firing across the bow is impractical, warning shots should be fired in an alternate safe direction (but not in a projected arc over the vessel) where the range is clear and considered most visible to the pursued vessel. Furthermore, such shots must not jeopardize other vessels or other persons.

E. Disabling Fire

When a pursued vessel fails to comply with an order to stop, all conditions listed above in subpart C. are met, warning shots have been fired as provided in subpart D., and the ICE vessel commander believes disabling shots are warranted, the vessel commander will:

1. Continue an enhanced state of readiness, and ensure that the means of force appropriate to the situation at hand are available for self-defense.
2. Continue to maintain the position of the ICE vessel with respect to the pursued vessel to minimize the threat of ramming.
3. Continue signaling (siren or loud hailer) while maintaining a relative position appropriate for disabling shots.
4. After approval by the vessel commander, NFFTU trained and certified (authorized) ICE officers may deploy disabling shots.
5. The proper utilization of these specified firearms and ordnance for disabling fire in accordance with the approved training shall not be considered deadly force.

F. Defense Against Ramming Attempts

When ICE officers believe that they are in imminent danger of being rammed, and a ramming or attempt to ram is intentional, ICE personnel can invoke deadly force in self-defense. The following criteria must be met in total before deadly force is invoked:

1. The suspect vessel poses an imminent threat of serious injury or death to ICE personnel; and
2. The ramming attempt is intentional. If not specifically threatened, the intent to ram may be reasonably inferred based on facts and circumstances such as:
 - a. An uncooperative and belligerent attitude towards generalized warnings or orders to “heave to”; or
 - b. An uncommunicative vessel which refuses to respond to ICE queries, signals, or presence, and there appears to be no difficulties in maneuvering when a sudden change of course is obviously made to collide with the ICE vessel; and
3. The ICE vessel cannot prevent the ramming by maneuvering clear.

G. Reporting the Use of Warning or Disabling Shots

1. The vessel commander shall report any use of open water warning and/or disabling shots to the AMO Command Duty Officer who shall in turn report it to the ICE Headquarters Reporting Center.
2. A Use of Force Incident Report, ICE Form 10, shall be completed for any open water warning and/or disabling shots and forwarded to the Director of the NFFTU.
3. U.S. Coast Guard Exceptions: Although U.S. Coast Guard petty, warrant, and commissioned officers are customs officers pursuant to 19 U.S.C. § 1401 (i) and 14 U.S.C. § 143, they have independent authority to carry firearms. Therefore, U.S. Coast Guard personnel acting as customs officers are exempt from this ICE Policy, and they may carry and use firearms in accordance with applicable U.S. Coast Guard directives.

Appendix 1

DHS Use of Force Policy

Secretary

U.S. Department of Homeland Security
Washington, DC 20528




Homeland
Security

July 1, 2004

MEMORANDUM FOR: Deputy Secretary
Under Secretaries
Director, U.S. Secret Service
Commandant, U.S. Coast Guard
Assistant Secretary, ICE
Commissioner, CBP
Acting Administrator, TSA

FROM:

Tom Ridge 

SUBJECT:

Use of Deadly Force Policy

Attached is the Department of Homeland Security (DHS) Use of Deadly Force Policy which I issued today. The policy, applicable to all DHS law enforcement officers and agents, is intended to provide the standard for all DHS components. Officials and supervisors should take appropriate steps to ensure that pre-existing use of force policies comply with this new standard and incorporate its core principles.

The following Use of Deadly Force Policy was developed by a Task Force comprised of DHS headquarters and component representatives to unify to the extent feasible and practicable existing DHS agency policies. The resulting umbrella policy reflects the components' different law enforcement missions and activities, and permits the agencies to adopt more detailed operational guidance with DHS approval.

www.dhs.gov

DEPARTMENT OF HOMELAND SECURITY POLICY ON THE
USE OF DEADLY FORCE

June 25, 2004

By virtue of the authority vested in the Secretary of the Department of Homeland Security, including the authority vested by 6 U.S.C. §112(a), I hereby establish a Department of Homeland Security policy on the use of deadly force for law enforcement. The policy set forth herein is intended to set uniform standards and provide broad guidelines for the use of force by law enforcement officers and agents of the Department of Homeland Security performing law enforcement missions. The provisions of this Order apply to all law enforcement officers and agents of the Department of Homeland Security.

I. GENERAL PRINCIPLES

Law enforcement officers and agents of the Department of Homeland Security may use deadly force only when necessary, that is, when the officer has a reasonable belief that the subject of such force poses an imminent danger of death or serious physical injury to the officer or to another person.

A. Fleeing subjects. Deadly force may not be used solely to prevent the escape of a fleeing suspect.

B. Firearms may not be fired solely to disable moving vehicles, vessels, aircraft, and other conveyances, except as follows:

1. United States Secret Service agents and officers, in exercising the United States Secret Service's protective responsibilities, may discharge firearms to disable moving vehicles, vessels, and other conveyances. United States Secret Service agents and officers may discharge firearms to disable aircraft in flight, only if the use of deadly force against the occupants of the aircraft would be authorized under this policy.

2. U.S. Immigration and Customs Enforcement, U.S. Customs and Border Protection and U.S. Coast Guard law enforcement officers and agents, when conducting maritime law enforcement, may fire firearms to disable moving vessels or other conveyances.

C. If feasible and if to do so would not increase the danger to the officer or others, a warning to submit to the authority of the officer shall be given prior to the use of deadly force.

D. Warning shots are not permitted, except as follows:

1. Warning shots may be used by United States Secret Service agents and officers in exercising the United States Secret Service's protective responsibilities.

2. Warning shots may be used by U.S. Immigration and Customs Enforcement, U.S. Customs and Border Protection and U.S. Coast Guard law enforcement officers and agents when conducting maritime law enforcement only as a signal to a vessel to stop.

3. Warning shots may be used by U.S. Immigration and Customs Enforcement, U.S. Customs and Border Protection and U.S. Coast Guard law enforcement officers and agents when conducting aviation law enforcement operations only as a signal to an aircraft to change course and follow direction to leave airspace.

E. Officers will be trained in alternative methods and tactics for handling resisting subjects which must be used when the use of deadly force is not authorized by this policy.

II. GUIDELINES

A. Homeland Security Directorates and Agencies shall, to the extent necessary, supplement this policy with policy statements or guidance consistent with this policy. Such policy statements shall be subject to review and approval by appropriate departmental offices, including the Office of General Counsel, to ensure consistency with law and departmental standards and policies.

B. The respective Homeland Security Directorate Under Secretaries, the Commandant of the United States Coast Guard, and the Director of the United States Secret Service shall approve guidelines for weaponless control techniques, intermediate weapons, and firearms or lethal weapons with non-lethal munitions, in accordance with this policy and that directorate's or agency's unique law enforcement mission, training, and equipment.

III. MILITARY ACTIVITIES

This policy shall not apply to the United States Coast Guard when engaged in warfighting, the military defense of the United States, or other military activities where Standing Rules of Engagement apply or to other operations at sea addressed by other policies or direction.

IV. SAVINGS

To the extent agency and component policies and procedures in place prior to the creation of the Department of Homeland Security are consistent with this policy, they remain in full force and effect unless otherwise revoked or modified.

V. APPLICATION OF THE POLICY

This Policy is not intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity, against the United States, its departments, agencies, or other entities, its officers or employees, or any other person.

A handwritten signature in black ink that reads "Tom Ridge" with a long horizontal flourish extending to the right.

Tom Ridge

Appendix 2

Shooting or Use of Deadly Force Incident Investigation Reports

1. The shooting or use of deadly force incident investigative report shall contain:
 - A. Cover sheet with table of contents;
 - B. Responsible Official's investigative report of the incident;
 - C. Memorandum of incident from the supervisor on scene;
 - D. Transcripts or synopses of oral statements from ICE officer(s) involved in the shooting or use of deadly force;
 - E. ICE Report of Assault on ICE Employee;
 - F. Criminal history record check results (NCIC and any appropriate state systems checks);
 - G. Photographs of scene;
 - H. Diagrams of scene;
 - I. Shooting data including distances of ICE officers and assailants, number of rounds fired, etc. and use of deadly force data, weapons used, number of ICE officers and assailants involved, etc.;
 - J. Detailed information pertaining to firearms and ammunition used including makes, models, types and numbers of firearms used, ammunition make and type used, performance of ammunition if known, etc.;
 - K. Statements of witnesses;
 - L. Official reports from local investigating authority (e.g., FBI, Sheriff's Office, Police Department, etc.);
 - M. Medical reports; and,
 - N. Copies of printed and televised media reports of the incident.

2. As required in Part 2, an investigation of a shooting or use of deadly force incident should be completed within sixty days whenever possible. In the event that evidence critical to the investigation is not available within sixty days, the Responsible Official shall submit to the OPR updated status reports on open cases. In addition, the Responsible Official shall report to the OPR all supplementary evidence or case related facts as it is obtained.

Appendix 3

ICE Use of Force Incident Report

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

Shooting and Use of Force Incident Report

INCIDENT IDENTIFICATION INFORMATION

ICE Incident Number:		OPR Incident File Number:		Additional NFFTU-10's / Same Incident: <input type="checkbox"/> Yes <input type="checkbox"/> No		ICE Investigating Official:	
Program:	SAC/ RAC/FO:	Office / Station:		Reporting Official:		Reporting Official Telephone/FAX:	
Time of Incident:		Date of Incident:		Day of Incident: <input type="checkbox"/> S <input type="checkbox"/> M <input type="checkbox"/> T <input type="checkbox"/> W <input type="checkbox"/> Th <input type="checkbox"/> F <input type="checkbox"/> S			
Number of Suspects:		Number of Involved ICE Officers:		Number of ICE Officer Witnesses:		Number of Civilian Witnesses:	

INCIDENT LOCATION INFORMATION

Address of Occurrence (Include City, County, State and ZIP Code), or Distance from Permanent Reference Points:			
Character of Premises (Check ONE from EACH Column):			
<input type="checkbox"/> Urban	<input type="checkbox"/> Densely Populated	<input type="checkbox"/> Residential	<input type="checkbox"/> Indoors
<input type="checkbox"/> Suburban	<input type="checkbox"/> Moderately Populated	<input type="checkbox"/> Commercial	<input type="checkbox"/> Outdoors
<input type="checkbox"/> Rural	<input type="checkbox"/> Sparsely Populated	<input type="checkbox"/> Undeveloped / Open	<input type="checkbox"/> In (Land) Vehicle
<input type="checkbox"/> Remote / Isolated	<input type="checkbox"/> Uninhabited	<input type="checkbox"/> Station / Institution	<input type="checkbox"/> On Boat or Aircraft
Illumination (Check ONE from EITHER of 2 Left Columns; Check ALL Applicable from Remaining Columns):			
If Natural Illumination:		If Artificial Illumination:	
<input type="checkbox"/> Dawn	Or,	<input type="checkbox"/> Interior Room Lights	<input type="checkbox"/> Dark
<input type="checkbox"/> Daylight		<input type="checkbox"/> Street Lights	<input type="checkbox"/> Poor Lighting
<input type="checkbox"/> Dusk		<input type="checkbox"/> Vehicle Headlights	<input type="checkbox"/> Good Lighting
<input type="checkbox"/> Night		<input type="checkbox"/> Flashlight	<input type="checkbox"/> Weak Moonlight
			<input type="checkbox"/> Strong Moonlight
Environmental Conditions (Check ALL Applicable):			
<input type="checkbox"/> Dry	<input type="checkbox"/> Calm	<input type="checkbox"/> Very Hot	<input type="checkbox"/> Desert
<input type="checkbox"/> Standing Water	<input type="checkbox"/> Windy	<input type="checkbox"/> Hot	<input type="checkbox"/> Grassland
<input type="checkbox"/> Raining	<input type="checkbox"/> Haze / Blowing Dust	<input type="checkbox"/> Temperate	<input type="checkbox"/> Wooded Area
<input type="checkbox"/> Snowing	<input type="checkbox"/> Fog	<input type="checkbox"/> Cold	<input type="checkbox"/> Mountainous

INVOLVED OFFICER INFORMATION

(Complete a Separate Form NFFTU-10 for Each Officer Involved)

Name (LAST, First MI):		Title:		Service EOD:		Duty Location EOD:	
Sex: <input type="checkbox"/> Male <input type="checkbox"/> Female		Hand Usage When Shooting: <input type="checkbox"/> Right-handed <input type="checkbox"/> Left-handed		Height:		Weight:	
Duty Status: <input type="checkbox"/> On Duty <input type="checkbox"/> Off Duty		Total YEARS Law Enforcement Experience: Federal: State: Local:					
Operational Activity (Check ONE Program / Activity):							
<input type="checkbox"/> DET (Detention)	<input type="checkbox"/> FPS (Protection)	<input type="checkbox"/> TO (Traffic Observ'n)	<input type="checkbox"/> Other (Explain):				
<input type="checkbox"/> INV (Investigations)	<input type="checkbox"/> DRO (Removal)	<input type="checkbox"/> TRN (Training/Qual's.)					
<input type="checkbox"/> JTF (Joint Task Force)	<input type="checkbox"/> AMI (Interdiction)	<input type="checkbox"/> WS (Warrant Service)					

INVOLVED OFFICER INCAPACITATION INFORMATION

(Complete This Section Only if Involved Officer Was Shot)

Degree and Duration of Incapacitation:				<input type="checkbox"/> Check This Box if Officer NOT Shot			
<input type="checkbox"/> NO Incapacitation	Occurred Within:	<input type="checkbox"/> 0-3 Sec.	<input type="checkbox"/> 4-6 Sec.	<input type="checkbox"/> Over 6 Sec.			
<input type="checkbox"/> PARTIAL Incapacitation	Occurred Within:	<input type="checkbox"/> 0-3 Sec.	<input type="checkbox"/> 4-6 Sec.	<input type="checkbox"/> Over 6 Sec.			
<input type="checkbox"/> FULL Incapacitation	Occurred Within:	<input type="checkbox"/> 0-3 Sec.	<input type="checkbox"/> 4-6 Sec.	<input type="checkbox"/> Over 6 Sec.			
Ability to Respond to Threat Was Regained Within:		<input type="checkbox"/> 0-5 Sec.	<input type="checkbox"/> 6-10 Sec.	<input type="checkbox"/> Over 10 Sec.			
Body Armor Usage: <input type="checkbox"/> Used <input type="checkbox"/> Not Used		Number of Impacts:		Number of Full Penetrations:		Number of Failed Penetrations:	
Describe Any Involved Officer Injuries:							

INVOLVED OFFICER FIREARM INFORMATION

(List Additional Firearms Used by Same Officer on Supplement)

Manufacturer:	Model Name / Number:	Type (Pistol, Rifle, etc.):	Rounds Fired:	Caliber:	Barrel Length:
Bullet Type:	Bullet Weight:	Firearm Ownership: <input type="checkbox"/> ICE-issued <input type="checkbox"/> Personal	Additional Firearms Used: <input type="checkbox"/> None <input type="checkbox"/> See Supplement		

INVOLVED OFFICER SHOOTING / RELOADING INFORMATION

(Check ONE from EACH Section / Category)

Shooting Information:			
Shooting Posture: <input type="checkbox"/> Standing <input type="checkbox"/> Kneeling <input type="checkbox"/> Prone	Posture Orientation: <input type="checkbox"/> Field Inter'n Stance <input type="checkbox"/> Facing Squarely <input type="checkbox"/> Side Towards	Cover Usage: <input type="checkbox"/> No Cover <input type="checkbox"/> Cover Used <input type="checkbox"/> In Vehicle	Shooting Grip: <input type="checkbox"/> Two-handed <input type="checkbox"/> Strong Hand Only <input type="checkbox"/> Weak Hand Only
Shooting Elevation: <input type="checkbox"/> At / Above Eye Level <input type="checkbox"/> Below Eye Level <input type="checkbox"/> Hip Level	Aiming Method: <input type="checkbox"/> Point Aim <input type="checkbox"/> Sight Aim <input type="checkbox"/> Combination	Firing Mode: <input type="checkbox"/> Double Action <input type="checkbox"/> Semi-automatic <input type="checkbox"/> Fully Automatic	Shooting Distance (Express in Yards): Maximum: Minimum:
Reloading Information: <input type="checkbox"/> With Magazine(s) <input type="checkbox"/> With Speedloader(s)		<input type="checkbox"/> From Belt Loops <input type="checkbox"/> From Pocket	<input type="checkbox"/> Check This Box if Officer Did NOT Reload Reloading Posture: <input type="checkbox"/> Standing <input type="checkbox"/> Kneeling <input type="checkbox"/> Prone
Total Reloads:		Cover Usage: <input type="checkbox"/> No Cover <input type="checkbox"/> Cover Used <input type="checkbox"/> In Vehicle	
Total Rounds Fired:	Total SUSPECT Hits:	Total Accounted For:	Other Persons Hit / Property Damaged by Impact(s):
Number and Location of SUSPECT Hits: <input type="checkbox"/> Check This Box if SUSPECT Was NOT Hit			
Head (Front)	Upper Torso (F)	Lower Torso (F)	Extremities (Arms)
Head (Rear)	Upper Torso (R)	Lower Torso (R)	Extremities (Legs)

INVOLVED OFFICER TRAINING INFORMATION

Date Last Qualified:	Qualification Scores Last 4 Quarters (In Order of Recency): Latest: Oldest:	Average Annual Score:
What Training Assisted the Involved Officer / Training Recommendations:		

SUSPECT INFORMATION

(Complete a Separate Form NFFTU-10 for Each Suspect Involved)

Name:			AKA(s):		Sex: <input type="checkbox"/> Male <input type="checkbox"/> Female
Height:	Weight:	Age:	Ethnicity:	FBI Number:	Other Information:
Prior Arrests (Show Date, Offense and Disposition):					

SUSPECT FIREARM (AND MISC. WEAPONS) INFORMATION

(List Additional Firearms Used by Same Suspect on Supplement)

Manufacturer:	Model Name / Number:	Type (Pistol, Rifle, etc.):	Caliber:	Barrel Length:
Bullet Type:	Bullet Weight:	Rounds Fired:	Additional Firearms Used: <input type="checkbox"/> None <input type="checkbox"/> See Supplement	
Non-firearm Weapon Information: <input type="checkbox"/> Edged Weapon <input type="checkbox"/> Rocks <input type="checkbox"/> Chemical Device <input type="checkbox"/> Animal <input type="checkbox"/> Hands, Fists, Feet <input type="checkbox"/> Other Blunt Instrument <input type="checkbox"/> Vehicle <input type="checkbox"/> Other:				

SUSPECT INCAPACITATION INFORMATION

(Complete This Section Only if Suspect Was Shot)

Degree and Duration of Incapacitation: <input type="checkbox"/> Check This Box if Suspect NOT Shot				
<input type="checkbox"/> NO Incapacitation	Occurred Within:	<input type="checkbox"/> 0-3 Sec.	<input type="checkbox"/> 4-6 Sec.	<input type="checkbox"/> Over 6 Sec.
<input type="checkbox"/> PARTIAL Incapacitation	Occurred Within:	<input type="checkbox"/> 0-3 Sec.	<input type="checkbox"/> 4-6 Sec.	<input type="checkbox"/> Over 6 Sec.
<input type="checkbox"/> FULL Incapacitation	Occurred Within:	<input type="checkbox"/> 0-3 Sec.	<input type="checkbox"/> 4-6 Sec.	<input type="checkbox"/> Over 6 Sec.
Ability to Respond to Threat Was Regained Within:		<input type="checkbox"/> 0-5 Sec.	<input type="checkbox"/> 6-10 Sec.	<input type="checkbox"/> Over 10 Sec.

Use this supplement to record Involved Officer firearms and/or Suspect weapons that are additional to those shown on the original NFTTU-10. Firearms or other weapons used by ADDITIONAL Involved Officers and/or Suspects should be shown on ADDITIONAL NFTTU-10's submitted for those parties.

INCIDENT IDENTIFICATION INFORMATION

Reportable Shooting Incident Number:	OPR Incident File Number:	Name of Primary Involved Officer:
--------------------------------------	---------------------------	-----------------------------------

ADDITIONAL INVOLVED OFFICER FIREARM INFORMATION

Manufacturer:	Model Name / Number:	Type (Pistol, Rifle, etc.):	Rounds Fired:	Caliber:	Barrel Length:
Bullet Type:	Bullet Weight:	Firearm Ownership: <input type="checkbox"/> ICE-issued <input type="checkbox"/> Personal		Additional Firearms Used: <input type="checkbox"/> None <input type="checkbox"/> See Supplement	

ADDITIONAL INVOLVED OFFICER FIREARM INFORMATION

Manufacturer:	Model Name / Number:	Type (Pistol, Rifle, etc.):	Rounds Fired:	Caliber:	Barrel Length:
Bullet Type:	Bullet Weight:	Firearm Ownership: <input type="checkbox"/> ICE-issued <input type="checkbox"/> Personal		Additional Firearms Used: <input type="checkbox"/> None <input type="checkbox"/> See Supplement	

ADDITIONAL SUSPECT FIREARM (AND MISC. WEAPONS) INFORMATION

Manufacturer:	Model Name / Number:	Type (Pistol, Rifle, etc.):	Caliber:	Barrel Length:
Bullet Type:	Bullet Weight:	Rounds Fired:	Additional Firearms Used: <input type="checkbox"/> None <input type="checkbox"/> See Supplement	
Non-firearm Weapon Information:				
<input type="checkbox"/> Edged Weapon	<input type="checkbox"/> Rocks	<input type="checkbox"/> Chemical Device	<input type="checkbox"/> Animal	
<input type="checkbox"/> Hands, Fists, Feet	<input type="checkbox"/> Other Blunt	<input type="checkbox"/> Vehicle	<input type="checkbox"/> Other:	

ADDITIONAL SUSPECT FIREARM (AND MISC. WEAPONS) INFORMATION

Manufacturer:	Model Name / Number:	Type (Pistol, Rifle, etc.):	Caliber:	Barrel Length:
Bullet Type:	Bullet Weight:	Rounds Fired:	Additional Firearms Used: <input type="checkbox"/> None <input type="checkbox"/> See Supplement	
Non-firearm Weapon Information:				
<input type="checkbox"/> Edged Weapon	<input type="checkbox"/> Rocks	<input type="checkbox"/> Chemical Device	<input type="checkbox"/> Animal	
<input type="checkbox"/> Hands, Fists, Feet	<input type="checkbox"/> Other Blunt	<input type="checkbox"/> Vehicle	<input type="checkbox"/> Other:	

ADDITIONAL INFORMATION / TEXT CONTINUATIONS

Specify the Section of the NFTTU-10 to Which This Continuation Applies:

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



Section C
Performance Work Statement
Detention Services
(Texas-Wide RFP)
(November 2019)

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I. EXPLANATION OF TERMS/ACRONYMS

1. ADMINISTRATIVE SEGREGATION: A form of separation from the general population used when the continued presence of the detainee in the general population would pose a threat to life, property, self, staff, or other detainees or to the security or orderly running of the facility. This housing status also includes detainees who require protective custody, those who cannot be placed in the local population because they are in route to another facility (holdovers), those who are awaiting a hearing before a disciplinary panel, and those requiring separation for medical reasons.
2. ADULT LOCAL DETENTION FACILITY (ALDF): A facility which detains persons over the age of 18.
3. ALIEN: Any person who is not a citizen or national of the United States.
4. AMERICAN CORRECTIONAL ASSOCIATION (ACA): The American Correctional Association is the oldest and largest international correctional association in the world. ACA serves all disciplines within the corrections profession and is dedicated to excellence in every aspect of the field.
5. BED-DAY: The total billable cost to the Government to maintain and house one detainee for one day. Bed-day means a detainee that is referred to a contractor for detention. The bed days are calculated by subtracting the date booked into custody from the date released from custody. The contractor may charge for day of arrival, but not day of departure.
6. BED-DAY RATE: The rate charged for each individual detainee per day. Bed-day rate is an all-inclusive burdened rate including direct costs, indirect costs, overhead, and profit necessary to provide the detention, and food service requirements as described in the PWS.
7. BOOKING: A procedure for the admission of an ICE detainee, which includes searching, fingerprinting, photographing, medical screening, and collecting personal history data. Booking also includes the inventory and storage of the individual's accompanying personal property. The Contractor may be responsible for booking the detainee into ICE systems upon receiving the detainee.
8. BUREAU OF PRISONS (BOP): The U.S. Federal Bureau of Prisons protects society by confining offenders in the controlled environments of prisons and community-based facilities that are safe, humane, cost-efficient, and appropriately secure, and that provide work and other self-improvement opportunities to assist offenders in becoming law-abiding citizens.
9. CATEGORICAL EXCLUSION (CATEX): Activities that do not need to undergo detailed environmental analysis in an Environmental Assessment (EA) or Environmental Impact Statement (EIS) because the activities have been determined to normally not have the potential, individually or cumulatively, to have a significant effect on the human environment.
10. CLASSIFICATION: A process for determining the needs and requirements of aliens for whom detention has been ordered and for assigning them to housing units and programs according to their needs, security risk level, and existing resources of the facility.
11. CONTRABAND: Items that pose a threat to the security of people or property. A contraband item fits into either the category of hard or soft contraband as defined below:

- a) **Hard Contraband:** Any item that is inherently dangerous as a weapon or tool of violence, e.g., knife, explosives, “zipgun,” brass knuckles. Because hard contraband presents an immediate physical threat in or to the facility, a detainee found in possession of hard contraband could face disciplinary action or criminal prosecution.
 - b) **Soft Contraband:** Any item that presents a nuisance, which does not pose a direct and immediate threat to an individual’s safety. None-the-less, soft contraband has the potential to create dangerous or unsanitary conditions in the facility, such as excess papers that create a fire hazard, food items that are spoiled or retained beyond the point of safe consumption, etc.
12. **CONTRACTING OFFICER (CO):** An employee of the Government responsible for the complete conduct and integrity of the contracting process, including administration after award. The only individual authorized to issue changes to this contract.
 13. **CONTRACTING OFFICER’S REPRESENTATIVE (COR):** Employees of the Government responsible for monitoring all technical aspects and assisting in administering the contract.
 14. **CONTRACTOR:** The entity, which provides the services, described in this Performance Work Statement (PWS).
 15. **CONTRACTOR EMPLOYEE:** An employee of a private Contractor hired to perform a variety of detailed services under this contract.
 16. **CONTROL ROOM:** Integrates all internal and external security communications networks within a secure room. Activities conducted within the control room have a critical impact on the institution’s orderly and secure operation.
 17. **CREDENTIALS:** Document providing primary source verification including education, training, licensure, experience, board certification, and expertise of an employee.
 18. **DEPARTMENT OF HOMELAND SECURITY (DHS):** A department of the United States Government, which includes U.S. Immigration and Customs Enforcement (ICE).
 19. **DEPARTMENT OF JUSTICE (DOJ):** A department of the United States Government, which includes the Executive Office of Immigration Review (EOIR), the Federal Bureau of Investigation (FBI), the Federal Bureau of Prisons (BOP), and the U.S. Marshals Service (USMS).
 20. **DESIGNATED SERVICE OFFICIAL:** An employee of U.S. Immigration and Customs Enforcement designated in writing by the ICE Field Office Director (FOD) to represent ICE on matters pertaining to the operation of the facility.
 21. **DETAINEE:** Any person confined under the auspices and the authority of any Federal agency. Many of those being detained may have substantial and varied criminal histories.
 22. **DETAINEE RECORDS:** Information concerning the individual’s personal, criminal and medical history, behavior, and activities while in custody, including, but not limited to:
 - a) Detainee, Personal Property
 - b) Receipts, Visitors List, Photographs
 - c) Fingerprints, Disciplinary Infractions
 - d) Actions Taken, Grievance Reports, Medical
 - e) Records, Work Assignments, Program Participation
 - f) Miscellaneous Correspondence, etc.
 23. **DETENTION OFFICERS:** Contractor’s uniformed staff members responsible for the security, care, transportation, and supervision of detainees during all phases of activity in

- a detention facility. The officer is also responsible for the safety and security of the facility.
24. DETENTION STANDARDS COMPLIANCE UNIT (DSCU): The purpose of the DSCU is to develop and prescribe policies, standards, and procedures for ICE detention operations and to ensure detention facilities are operated in a safe, secure, and humane condition for both detainees and staff.
 25. DIRECT SUPERVISION: A method of detainee management that ensures continuing direct contact between detainees and staff by posting an officer(s) inside each housing unit. Officers in general housing units are not separated from detainees by a physical barrier. Officers provide frequent, non-scheduled observation of and personal interaction with detainees.
 26. DIRECTIVE: A document issued by the U.S. Government and signed by the President, Departmental Secretary, or an Assistant Secretary that establishes policy, delegates' authority, and/or assigns responsibilities.
 27. DISCIPLINARY SEGREGATION: A unit housing detainees who commit serious rule violations.
 28. EMERGENCY: Any significant disruption of normal facility procedure, policy, or activity caused by riot, strike, escape, fire, medical exigency, natural disaster, or other serious incident.
 29. EMERGENCY CARE: Care for an acute illness or unexpected serious health care need that cannot be deferred until the next scheduled sick call.
 30. ENFORCEMENT AND REMOVAL OPERATIONS (ERO): A division within ICE, whose mission is the planning, management, and direction of broad programs relating to the supervision, detention, and removal of detainees who are in the United States illegally.
 31. ENTRY ON DUTY (EOD): The first day the employee begins performance at a designated duty station on this contract.
 32. ENVIRONMENTAL ASSESSMENT (EA): A concise public document for which a Federal agency is responsible that serves to: briefly provide sufficient evidence and analysis for determining whether to prepare an EIS or a Finding of No Significant Impact (FONSI), aid an agency's compliance with the National Environmental Policy Act (NEPA) when no EIS is necessary, and facilitate preparation of an EIS when one is necessary.
 33. ENVIRONMENTAL IMPACT EVALUATION: The process of determining the level of significance of a potential impact on the human environment. It includes all necessary studies, consultation, and public involvement needed to analyze the potential for environmental impact of a proposed action, assign a value to the level of impact (e.g., minor, moderate, or major), consider mitigation, and determine the level of significance; whether significant or not. An environmental impact evaluation results in either the application of a CATEX, documentation in the form of an EA and FONSI or a final EIS and ROD.
 34. ENVIRONMENTAL IMPACT STATEMENT (EIS): A detailed written statement as required by section 102(2)(C) of the NEPA. It is a comprehensive document that provides full and fair discussion of significant environmental impacts caused by the proposed action(s). It also states the reasonable alternatives, and which of those would

- avoid or minimize the adverse impact(s) or enhance the quality of the human environment.
35. EXECUTIVE OFFICE OF IMMIGRATION REVIEW (EOIR): An agency of DOJ. The primary mission of the Executive Office for Immigration Review (EOIR) is to adjudicate immigration cases by fairly, expeditiously, and uniformly interpreting and administering the Nation's immigration laws. Under delegated authority from the Attorney General, EOIR conducts immigration court proceedings, appellate reviews, and administrative hearings.
 36. FACILITY: The physical plant and grounds in which the Contractor's services are operated.
 37. FACILITY ADMINISTRATOR: The official, regardless of local title (e.g., jail administrator, Warden, Facility Director, superintendent), who has the ultimate responsibility for managing and operating the contracted detention facility. The qualifications for the holder of this office shall be consistent with ACA standards.
 38. FINDING OF NO SIGNIFICANT IMPACT (FONSI): A document by a Federal agency briefly presenting the reasons why an action, not otherwise excluded, will not have a significant effect on the human environment, and for which an EIS therefore will not be prepared.
 39. FIRST AID: Health care for a condition that requires immediate assistance from an individual trained in first aid care and the use of the facility's first aid kits.
 40. FLIGHT OPERATIONS UNIT (FOU): The FOU is the principal mass air transportation and manages government and contract flights.
 41. GOVERNMENT: Refers to the United States Government.
 42. GRIEVANCE: A written complaint filed by a detainee with the facility administrator concerning personal health/welfare or the operations and services of the facility.
 43. HEALTH AUTHORITY: The physician, health administrator, or agency on-site that is responsible for health care services pursuant to a written agreement, contract, or job description.
 44. HEALTH CARE: The action taken, preventive and therapeutic. To provide for the physical and mental well-being of the detainee population. Health care may include medical services, dental services, mental health services, nursing, personal hygiene, dietary services, and environmental conditions at the facility.
 45. HEALTH CARE PERSONNEL: Duly licensed individuals whose primary duties are to provide health services to detainees in keeping with their respective levels of health care training or experience.
 46. HEALTH UNIT (HU): The physical area in the facility and organizational unit set-aside for routine health care and sick call. The HU is the designated part of the facility for the delivery of care to detainees on an ambulatory or observation basis.
 47. ICE HEALTH SERVICES CORP (IHSC): The ICE Health Service Corps serves as the medical authority for ICE on a wide range of medical issues, including the agency's comprehensive detainee health care program.
 48. IMMEDIATE RELATIVES: Spouses, children (including stepchildren and adopted children) and their spouses, parents (including stepparents), brothers and sisters (including stepbrothers and sisters and half-brothers and sisters) and their spouses.
 49. IMMIGRATION AND CUSTOMS ENFORCEMENT (ICE): A law enforcement agency within the U.S. Department of Homeland Security.

50. INCIDENT REPORT: A written document reporting an event, such as minor disturbances, officer misconduct, any detainee rule infraction, etc.
51. JUVENILE DETAINEE: Any detainee under the age of eighteen (18) years.
52. KEY PERSONNEL: Any one of the following positions employed by the Contractor; Warden or Facility Director, Assistant Warden or Assistant Facility Director, Supervisory Detention Officer, Training Officers, Quality Assurance Manager, Corporate Security Officer.
53. LIFE SAFETY CODE: A manual published by The National Fire Protection Association specifying minimum standards for fire safety necessary in the public interest.
54. LOG BOOK: The official record of post operations and inspections.
55. MAN-HOUR: Man-hour means productive hours when the required services are performed. Only productive hours can be billed and invoiced.
56. MEDICAL RECORDS: Separate records of medical examinations and diagnosis maintained by the responsible physician or nurse. The following information from these records shall be transferred to the detainee record: date and time of all medical examinations; and, copies of standing or direct medical orders from the physician to the facility staff.
57. MEDICAL SCREENING: A system of structured observation and/or initial health assessment to identify newly-arrived detainees who could pose a health or safety threat to themselves or others.
58. MILEAGE RATE: A fully burdened rate inclusive of the mileage rate in accordance with General Service Administration Federal Travel Regulation, vehicle equipment, maintenance, and fuel costs.
59. NON-CONTACT VISITATION: Visitation that restricts detainees from having physical contact with visitors using physical barriers such as screens and/or glass. Voice communications between the parties are typically accomplished with telephones or speakers.
60. NON-DEADLY FORCE: The force a person uses with the purpose of not causing or which would not create a substantial risk of causing death or serious bodily harm.
61. OFFICE OF PROFESSIONAL RESPONSIBILITY, PERSONNEL SECURITY UNIT (OPR-PSU): The ICE office which implements a component-wide personnel security program.
62. ON CALL/REMOTE CUSTODY OFFICER POST: Posts operated as requested by the COR, or other ICE officials designated by COR, and including, but not limited to, escorting and custody of detainees for hearings, ICE interviews, medical watches, and any other location requested by the COR.
63. PAT DOWN SEARCH: A quick patting of the detainee's outer clothing to determine the presence of contraband.
64. PERFORMANCE WORK STATEMENT (PWS): That portion of the contract, which describes the services to be performed under the contract.
65. PHASE I ENVIRONMENTAL SITE ASSESSMENT (PHASE I ESA): An evaluation and report prepared to identify potential or existing environmental contamination liabilities associated with real property. Phase I ESAs must be carried out in accordance with the standard promulgated in ASTM 1527-13.
66. POLICY: A definite written course or method of action, which guides and determines present and future decisions and actions.

67. POST ORDERS: Written orders that specify the duties of each position, hour-by-hour, and the procedures the post officer will follow in carrying out those duties.
68. PREVENTIVE MAINTENANCE: A system designed to enhance the longevity and/or usefulness of buildings and equipment in accordance with a planned schedule.
69. PROCEDURE: The detailed and sequential actions that must be executed to ensure that a policy is implemented. It is the method of performing an operation or a manner of proceeding on a course of action. It differs from a policy in that it directs action required to perform a specific task within the guidelines of that policy.
70. PRODUCTIVE HOURS: These are hours when the required services are performed and can be billed.
71. PROJECT MANAGER: Contractor employee responsible for on-site supervision of all Contractor employees, with the authority to act on behalf of the Contractor. The Project Manager cannot simultaneously serve in the role of manager and Detention Officer or Supervisory Detention Officer.
72. PROPERTY: Refers to personal belongings of a detainee.
73. PROPOSAL: The written plan submitted by the Contractor for consideration by ICE in response to the Request for Proposal (RFP).
74. QUALIFIED HEALTH PROFESSIONAL: Physicians, dentists, and other professional and technical workers who by state law engage in activities that support, complement, or supplement the functions of physicians and/or dentists who are licensed, registered, or certified, as appropriate to their qualifications, to practice.
75. QUALITY ASSURANCE: The actions taken by the Government to assure requirements of the PWS are met.
76. QUALITY ASSURANCE SURVEILLANCE PLAN (QASP): A Government-produced document that is based on the premise that the Contractor, and not the Government, is responsible for the day-to-day operation of the facility and all the management and quality control actions required to meet the terms of the contract. The role of the Government in quality assurance is to ensure performance standards are achieved and maintained. The QASP (Section J, Attachment 4, 4A, and 4B) validates that the Contractor is complying with ERO-mandated quality standards in operating, maintaining, and repairing detention facilities.
77. QUALITY CONTROL (QC): The Contractor's inspection system which covers all the services to be performed under the contract. The actions that a Contractor takes to control the production of services so that they meet the requirements stated in the contract.
78. QUALITY CONTROL PLAN (QCP): A Contractor-produced document that addresses critical operational performance standards for services provided.
79. RECORD OF DECISION (ROD): A document that explains an agency's decision, describes the alternative the agency considered, and discusses the agency's plans for mitigation and monitoring, if necessary.
80. RELIEF FACTOR: Indicates how many persons it takes to fill a single job position for a single shift, taking into account vacation, sick leave, training days, and other types of leave.
81. RESPONSIBLE PHYSICIAN: A person licensed to practice medicine with whom the facility enters into a contractual agreement to plan for and provide health care services to the detainee population of the facility.

82. RESTRAINT EQUIPMENT: This includes but is not limited to: handcuffs, belly chains, leg irons, strait-jackets, flexi cuffs, soft (leather) cuffs, and leg weights.
83. SAFETY EQUIPMENT: This includes but is not limited to firefighting equipment, i.e., chemical extinguisher, hoses, nozzles, water supplies, alarm systems, portable breathing devices, gas masks, fans, first aid kits, stretchers, and emergency alarms.
84. SALLYPORT: An enclosure situated either in the perimeter wall or fence to the facility or within the interior of the facility, containing gates or doors at both ends, only one of which opens at a time. This method of entry and exit helps to ensure that there shall be no breach in the perimeter or interior security of the facility.
85. SECURITY DEVICES: Locks, gates, doors, bars, fences, screens, hardened ceilings, floors, walls, and barriers used to confine and control detainees. In addition, electronic monitoring equipment, security alarm systems, security light units, auxiliary power supply, and other equipment used to maintain facility security.
86. SECURITY PERIMETER: The outer portions of a facility, which provide for secure confinement of detainees.
87. SECURITY RISK – HIGH, MEDIUM, LOW:
- High Risk Level** – (Level 3) Detainees exhibit behavioral problems, or manifest a pattern of such behavior, or have a history of violent and/or criminal activity. These detainees may not be co-mingled with low custody detainees.
- Medium High Risk Level** – (Level 2) Detainees exhibit minor behavioral problems or have a history of nonviolent criminal behavior. These detainees have a history of violent or assaultive charges, convictions, institutional misconduct, or those with gang affiliation.
- Medium Low Risk Level** – (1.5) Detainees with no history of violent or assaultive charges or convictions, no institutional misconduct, and no gang affiliation.
- Low Risk Level** – (Level 1) Detainees exhibit no behavioral problems and have no history of violent criminal behavior. This level may not include any detainee with a felony conviction that included an act of physical violence. Low risk level detainees may not be co-mingled with high custody detainees.
88. SENSITIVE INFORMATION: Any information which could affect the national interest, law enforcement activities, the conduct of federal programs, or the privacy to which individuals are entitled under Title 5, U.S. Code, Section 552a. All Detainee records are considered sensitive information.
89. SIGNIFICANT EVENT NOTIFICATION REPORT (SEN): A written document reporting a special event (e.g., the use of force, use of chemical agents, discharge of firearms).
90. SPECIAL MANAGEMENT UNIT (SMU): A housing unit for detainees in administrative or disciplinary segregation.
91. STRIP SEARCH: An examination of a detainee's naked body for weapons, contraband, and physical abnormalities. This also includes a thorough search of all of the individual's clothing while not being worn.
92. SUITABILITY CHECK: Security clearance process for Contractor and all Contractor Employees to determine favorable suitability to work on a Government contract.
93. TOUR OF DUTY: No more than 12 hours in any 24-hour period with a minimum of eight hours off between shifts, except as directed by state or local law.

94. TRAINING: An organized, planned, and evaluated activity designed to achieve specific learning objectives. Training may occur on site, at an academy of training center, at an institution of higher learning, through contract service, at professional meetings or through closely supervised on-the-job training. Meetings of professional associations are considered training when there is clear evidence of the above elements. All trainers must be certified, and certification shall be approved by the COR or ICE-designee.
95. 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.
96. 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.
97. WEAPONS: This includes but is not limited to firearms, ammunition, knives, slappers, billy clubs, electronic defense modules, chemical weapons (mace), and nightsticks.

II. PERFORMANCE WORK STATEMENT

A. Objective

The objective of this contract is to obtain comprehensive detention services as detailed below for various levels as described within this document.

B. Background and Mission

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

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

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

C. Scope of Work

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

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

Detention services shall be performed in accordance with optimal level of the most current version of the ICE Performance-Based National Detention Standards (PBNDS) 2011 with 2016 revisions. The current version is PBNDS 2011 revised in 2016 available at

www.ice.gov/detention-standards/2011. NOTE: Where ICE PBNDS 2011 is referenced through this solicitation and its attachments, it shall be interpreted to designate ICE PBNDS 2011 with 2016 revisions. The contractor shall also abide by the March 7, 2014, DHS regulation under the Prison Rape Elimination Act of 2003 (PREA; P.L. 108-79), *Standards to Prevent, Detect, and Respond to Sexual Abuse and Assault in Confinement Facilities* (DHS PREA Standards) available at <https://www.gpo.gov/fdsys/pkg/FR-2014-03-07/pdf/2014-04675.pdf>.

The Contractor shall be responsible for obtaining and maintaining American Correctional Association (ACA) accreditation under the most current version of the Adult Local Detention Facilities (ALDF) Standards to include any supplement. Conformance with the ACA ALDF Standards is required on the first day of contract performance and accreditation shall be obtained within 18 months from contract award. If the facility is already accredited, reaccreditation shall occur as required by the ACA.

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

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

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

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

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

See PWS Addendums for specific requirements, estimated population size, and expected risk of detainees.

D. Facilities

1. Detention Space

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

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

Three updates to the CDF Design Standards are attached in Section J; Addendum E IHSC Design Standards, Addendum F EOIR Design Standards, and Addendum G Structured Cable Plant Standard design standards.

Business Permits and Licenses

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

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

See PWS Addendums for specific requirements.

2. USCIS Space

See PWS Addendums for specific requirements.

3. Executive Office for Immigration Review (EOIR) Space

See PWS Addendums for specific requirements.

4. ICE Administrative Space

See PWS Addendums for specific requirements.

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

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

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

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

a) Additional Requirements for ICE Administrative Office Space

1) Furniture

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

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

See PWS Addendums for additional specific requirements.

2) ICE Information Technology (IT) Equipment

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

See PWS Addendums for additional specific requirements.

3) Communication and VTC

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

5. 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 will accommodate virtual attorney visitation. The utilized space/room must be private, allowing for confidential attorney-client conversations, and must be 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.

6. Parking Spaces at the Contracted Detention Facility:

The Contractor shall provide hard surface (concrete) parking for all ICE employees and visitors at no additional cost. The Contractor must provide ICE Employee parking in a secure surface (concrete) striped parking lot. The ICE employee parking shall be well lit and shall drain well. The ICE employee parking shall be striped and have reserved spaces painted as directed by the COR 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) parking lot for visitors. Street parking for ICE visitors is not acceptable.

See PWS Addendums for additional specific requirements.

E. Armed Transportation Services:

1. The Contractor shall provide all such ground transportation services as may be required to transport detainees securely, in a timely manner, to locations as directed by the COR or designated ICE official, including the transportation of detainees to various appointments. Regular transportation to key sites shall be provided as necessary and additional transportation requirements as requested by the COR or designated ICE official. When officers are not providing transportation services, the Contractor shall assign the

employees to supplement security duties within the facility. However, the primary function of these officers is transportation. Duties performed by these officers shall not incur any additional expenses to the Government.

The Contractor shall assign, at a minimum, two-person teams of transportation officers whenever necessary throughout a 24-hour period, 7 days a week, including weekends and holidays. When transporting detainees of the opposite gender, assigned transportation staff shall call in their time of departure and odometer reading; and then do so again upon arrival, to account for their time. Except in emergency situations, a single transportation staff member may not transport a single detainee of the opposite gender. Further, if there is an expectation that a pat down will occur during transport, an assigned transportation staff member of the same gender as the detainee(s) must be present.

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

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

3. If ICE authorizes the Contractor to use Government furnished vehicles, the following requirements apply to this agreement.
 - a) The Government will provide the Contractor with Government Vehicles and Government Fleet Cards (for the purchase of fuel) for the purpose of transporting detainees to and from ICE designated facilities (see Route List or Analysis), or alternative transportation sites, in support of ERO transportation needs under this agreement. The vehicles assigned for this purpose will remain the property of the Federal Government, and all costs associated with the operation and use of the vehicles, such as, but not limited to, vehicle maintenance and fuel, will be covered through the Government's Fleet Management Program.

- b) The Contractor agrees to be responsible for reimbursement to ICE for any damages sustained by the vehicles as a result of any act or omission on the part of the Contractor, its employees and or persons acting on behalf of the Contractor. The Contractor shall be responsible to promptly report any accidents or damage to the Government Vehicles in accordance with the ICE Management Directives listed below and any other ICE policies that pertain to reporting such damage. The Contractor agrees to fully cooperate and assist ICE in making any claims against a third party at fault for causing the property damage to the Government Vehicles.
 - c) In addition, the Contractor agrees to hold harmless, indemnify, and assume financial responsibility for any claims or litigations filed by persons sustaining personal injuries or property damage for incidents or accidents caused by the negligent acts or omissions of the Contractor, agents, or other persons acting on behalf of the Contractor. The Contractor agrees to fully cooperate and assist ICE in the defense of any claims made against ICE, and in the event of a settlement or judgment entered against ICE for the negligent acts or omissions of the Contractor employees or agents, the Contractor agrees to reimburse ICE for said settlement or adverse judgment.
 - d) In order for ICE to maintain accurate fleet records of the transportation services, the Contractor officers utilizing the vehicles shall complete specific documentation that will be provided by ICE, to record the times of vehicle usage for proper hourly guard reimbursement, and to record the inspection of the vehicles for damage each time the vehicles are used.
 - e) The COR will provide forms to the Contractor to request and authorize routine maintenance of vehicles.
 - f) The Contractor shall be responsible for any costs or expenses associated with the return of the vehicles, to include, towing charges, title replacement fees, or licensing expenses made necessary by the loss of any paperwork associated with the vehicles.
- 4. The Contractor personnel provided for transportation services shall be of the same qualifications, receive the same training, complete the same security clearances, and wear the same uniforms as those Contractor personnel provided in the other areas of this contract. Transportation officers shall have the required state licenses for commercial drivers with the proper endorsement limited to vehicles with Automatic Transmission and meet the federal and state licensing requirements.
 - 5. All transportation Detention Officers shall be armed in the performance of these duties. The Contractor shall supply and maintain restraining equipment, per PBNDS 2011 Standard 1.3 "Transportation (by Land)." ICE personnel reserve the right to approve such restraining equipment, as well as the right to inspect such restraining equipment.
 - 6. The Contractor shall comply with ICE transportation standards related to the number of hours the Contractor employee may operate a vehicle. Overnight lodging resulting from transportation services shall be approved in advance by the COR or designated ICE

official; overnight lodging expenses shall be billed at rates not to exceed the applicable GSA per diem rates. Transportation shall be accomplished in the most economical manner and in accordance with the applicable GSA per diem rates.

7. The Contractor shall, upon order of the COR, or upon his or her own decision in an urgent medical situation, transport a detainee to a hospital location. An officer, or officers, shall keep the detainee under constant supervision 24 hours per day until the detainee is ordered released from the hospital, or at the order of the COR. The Contractor shall then transport the detainee to the detention site.
8. The COR may direct the Contractor to transport detainees to unspecified, miscellaneous locations, within a 250-mile radius of the facility.
9. When the COR or ICE-designated official provides documents to the Contractor concerning the detainee(s) to be transported and/or escorted, the Contractor shall deliver these documents only to the named authorized recipients or his or her designee. The Contractor shall ensure the material is kept confidential and not viewed by any person other than the authorized recipient.
10. The Contractor shall establish a fully operational communication system compatible with ICE communication equipment that has direct and immediate contact with all transportation vehicles and post assignments. Upon demand, the COR shall be provided with the current status of all vehicles and post assignment employees.
11. Failure of the Contractor to comply fully with the detainee(s) departure as pre-scheduled may result in the Contractor having deductions made for non-performance.
12. ICE anticipates normal transportation requirements other than hospital visits and local needs. In addition to unspecified or miscellaneous locations, the contract facility must support transportation to and from locations as directed by ICE COR or designee. All transportation reports must be submitted to the COR within two business days of trip completion.

See PWS Addendums for specific requirements.

13. Monthly Status Report: The report will include at a minimum the information required for each G-391 for every trip as indicated in the G-391 Upload Template attachment (see Attachment 5 and 5A). A breakdown of hours and personnel will also be provided and divided into Transportation Guard Hours and Stationary Guard Hours. This breakdown will be provided on a monthly basis in the contractor's format along with the G-391 Upload Template and emailed to the COR. A breakdown of vehicles used (year, model, and capacity) will also be required if the contractor is using contractor owned vehicles. This information will be available electronically to government users and submitted in addition to the invoice each month. The Government reserves the right to update 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. On-Call Stationary Guard Services

1. The Contractor shall provide on call guard services as requested by the COR or ICE-designated official and shall include, but is not limited to, escorting and guarding detainees to medical or doctor appointments; hearings; ICE interviews; and any other remote location requested by the COR or designated ICE official. Qualified guard personnel employed by the Contractor under its policies, procedures, and practices will perform such services. The Contractor agrees to augment such practices as may be requested by ICE to enhance specific requirements for security, detainee monitoring, visitation, and contraband control. Upon the order of the COR or designated ICE official or in an emergency, the contractor shall provide an officer to safeguard the detainee(s) at a medical facility while undergoing medical examination or treatment as either inpatient or outpatient care. Such assignments may include but are not restricted to medical appointments of detainees. The detainee shall be kept under constant supervision. Public contact is prohibited unless authorized in advance by the COR.
2. The numbers and frequency of these services shall vary, but to the extent possible, the COR or ICE-designated official shall notify the contractor four hours in advance of such need and of a schedule for the remote post to be manned. One guard shall be authorized for such post unless the COR specifies additional guards are required.
3. The following notes are applicable to the above posts:
 - a) All on call posts require at least one guard that is of the same sex as the detainee.
 - b) Additional officers for each post assignment may be required at the direction of the COR when operationally necessary.
 - c) All necessary meals shall be provided by the contractor when the detainees(s) are in the custody of the contractor.
 - d) COR shall guarantee a minimum of two hours for each on call post directed.
 - e) The contractor remains responsible for providing security and preventing escapes.

The itemized monthly invoice for such on call guard services shall state the number of hours being billed, the duration of the billing (times and dates to include travel to and from location being guarded) and the names and "A" numbers of the detainees who were guarded. Such services shall be denoted as a separate item on submitted invoices. The Service Provider will utilize, when possible, on-duty security staff rather than using overtime staff. Utilizing in-house staff maximizes their effectiveness and is less expensive to ICE since no additional staff requires deployment. In the event there is not a sufficient number of staff at the facility, the Service Provider will deploy an officer to man a post on an overtime basis. In this case, the Service

Provider will charge the On-Call Detention Services rate for those detention officers in accordance with the Pricing Section of the Contract. ICE agrees to reimburse the Contractor for actual on call guard services provided at the negotiated rate.

III. GENERAL

A. Notification and Public Disclosures

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

B. Records

All records related to contract performance shall be retained in a retrievable format for three (3) years. Except as otherwise expressly provided in this PWS, the Contractor shall, upon completion or termination of the resulting contract, transmit to the Government any records related to performance of the contract, in a format acceptable to the CO and COR.

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

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

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

All detainee files are to be prepared, maintained, retired, and disposed of in accordance with ICE policy. Policy and procedures shall be developed to ensure the confidentiality and security of all detainee files. The Contractor shall be responsible for detainee record keeping services and personal property. See Section J, Attachment 9, Personal Property Operations Handbook.

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

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

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

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

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

C. Right of Refusal

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

D. Hold Harmless

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

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

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

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

E. Quality Control

The Contractor is responsible for management and quality control actions necessary to meet the quality standards set forth in the contract. The Contractor shall provide a Quality Control Plan (QCP) to the CO for concurrence not later than the post award conference (or as

directed by the CO). The CO will notify the Contractor of concurrence or required modifications to the plan before the contract start date. The Contractor must make appropriate modifications and obtain concurrence of the plan by the CO before the contract start date. The Contractor shall provide an overall QCP that addresses critical operational performance standards for the services required under this contract. The QCP shall ensure that services will be maintained at a uniform and acceptable level. At a minimum, the Contractor shall review and update the QCP policies and procedures on an annual basis. The Contractor shall audit facility operations monthly for compliance with the QCP. The Contractor shall notify the Government 48 hours in advance of the audit to ensure the COR is available to participate. The Contractor's QCP shall identify deficiencies, appropriate corrective action(s), and timely implementation plan(s) to the COR.

If the Contractor proposes changes in the QCP after contract award, the Contractor shall submit them to the COR for review. If the COR concurs with the changes, the COR shall submit the changes to the CO. 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 4, 4A, and 4B, pursuant to the requirements of the PWS. It will present the financial values and mechanisms for applying adjustments to the Contractor's invoices as dictated by work performance measured to the desired level of accomplishment.

1. The purpose of the QASP is to:
 - a) Define the roles and responsibilities of participating Government officials.
 - b) Define the types of work to be performed.
 - c) Describe the evaluation methods that will be employed by the Government in assessing the Contractor's performance.
 - d) Describe the process of performance documentation.
2. Roles and Responsibilities of Participating Government Officials
 - a) The COR(s) will be responsible for monitoring, assessing, recording, and reporting on the technical performance of the Contractor on a day-to-day basis. The COR(s) will have primary responsibility for completing "Quality Assurance Surveillance Forms" to document their inspection and evaluation of the Contractor's work performance.
 - b) The Contracting Officer (CO) or designee has overall responsibility for evaluating the Contractor's performance in areas of contract compliance, contract administration, cost and property control. The CO shall review the COR's evaluation of the Contractor's performance and invoices. If applicable, deductions or withholdings will be assessed in accordance with the evaluation of the Contractor's performance, e.g., monetary adjustments for inadequate performance.

G. Contractor's Failure to Perform Required Services

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

H. Inspection by Regulatory Agencies

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

I. Performance Evaluation Meetings

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

IV. PERSONNEL AND STAFFING

GENERAL: The United States Immigration and Customs Enforcement (ICE) has determined that performance of the tasks as described in contract agreement (#) TBD requires that the Contractor, subcontractor(s), vendor(s), etc. (herein known as Contractor) have access to sensitive DHS information. The Contractor shall at all times comply with and adhere to the requirements and provisions of Section H.2 of this Request for Proposals: "SECURITY REQUIREMENTS - REQUIRED SECURITY LANGUAGE FOR SENSITIVE /BUT UNCLASSIFIED (SBU) CONTRACT DETENTION FACILITY".

A. Employment Eligibility

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

Screening criteria under DHS Instruction 121-01-007-001 (Personnel Security, Suitability and Fitness Program), or successor thereto, that may exclude contractor employees from consideration to perform under this agreement includes:

- Misconduct or negligence in employment;
- Criminal or dishonest conduct;
- Material, intentional false statement or deception of fraud in examination or appointment;

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

The Contractor must agree that each employee working on this contract will have a Social Security Card issued and approved by the Social Security Administration. The Contractor shall be responsible to the Government for acts and omissions of his own employees and for any Subcontractor(s) and their employees.

Subject to existing law, regulations, and/ or other provisions of this contract, illegal or undocumented aliens will not be employed by the Contractor, or with this contract. The Contractor will ensure that this provision is expressly incorporated into any and all Subcontracts or subordinate agreements issued in support of this contract.

B. Facility Staffing Plan, Floor Plan and Key Personnel

The Contractor shall provide a staffing plan that addresses at a minimum the staffing requirements and key personnel to be employed in connection with this contract as outlined in the PWS. The Contractor shall staff the post positions in accordance with the Contractor-submitted and Government-acknowledged Contractor Staffing Plan to include relief factors and the agreed upon detainee schedule. The number, type, and distribution of staff as described in the contract-staffing plan shall be maintained throughout the term of the contract. Written requests to change the number, type, and/or distribution of staff described in the staffing plan must be submitted to the CO, through the COR, for approval prior to implementation. Staffing levels shall not fall below a monthly average of 85% for custody staff, 80% for health services, and 85% for all other departments of the total ICE-approved staffing plan. The approved staffing levels for detention/correctional officers (custody staff) shall not fall below a monthly average of 85%. Staffing levels for all other departments other than custody and health services will be calculated in the aggregate. If the contractor does not provide health services, the health services staffing level does not apply.

Each month, the Contractor shall submit to the COR the current average monthly vacancy rate and indicate any individual positions that have been vacant more than 60 days. Failure to

fill any individual position within 60 days of the vacancy may result in a deduction by the CO from the monthly invoice if the vacancy in combination with other vacancies regardless of duration brings staffing levels below 85% for custody staff, 80% for health services, and 85% for all other departments.

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

1. Minimum Staffing Requirements

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

2. Supervisory Staffing

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

In the absence of the approved Warden, another qualified person who meets the Warden position and security clearance requirements shall temporarily fill that position. This individual shall perform only job duties of the Warden in providing oversight and direction to contract Detention Officers and interfacing with ICE CORs and/or designated ICE Officers and the Contracting Officer on all contract-related matters.

3. Key Personnel

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

- a) **Warden/Facility Director.** The Warden/Facility Director shall hold an accredited bachelor's degree in an appropriate discipline, or significant military or corrections experience of a minimum 15 years, and have at least five years of related administrative experience, and have knowledge of program objectives, policies, procedures, and requirements for managing a secure detention/correctional facility. The degree requirement may be satisfied by completion of a career development program that includes work-related experience, training, or college credits at a level of achievement equivalent to the bachelor's degree, as practiced in the federal hiring process. The official holding this position, even in an acting capacity, shall meet ACA requirements.
- b) **Assistant Warden/Assistant Facility Director.** The Assistant Warden/Facility Director shall hold an accredited bachelor's degree in an appropriate discipline or have a minimum of three years of related industry experience, and have knowledge of program objectives, policies, procedures, and requirements for managing a secure detention/correctional facility. The official holding this position, even in an acting capacity, shall meet ACA requirements.
- c) **Supervisory 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) **Corporate Security Officer:** See Section H.2; Sub-section 1.2.7 of this Request for Proposals

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

C. Health Requirements for All Detention Officers

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

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

D. Employee Health and Health Records

<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, in a located cabinet by the IHSC Health Services Administrator or other contractor's designee. Health files are maintained in accordance with DHS and ICE Privacy Policies and the Privacy Act of 1974 and contain the following documents:

1. Initial and annual TB infection screening results;
2. Vaccination records including results, titers, and Immunization Declination Form(s);
3. OSHA 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, 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.
2. Recommended Immunizations

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

- a) Hepatitis A;
- 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.

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

Hospital Infection Control Practices Advisory Committee (HICPAC) be used as a reference for employee health immunization issues.

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

1. Officers shall not have diseases that may be transmitted to and result in the disablement of other persons and shall be physically and mentally able to perform the essential functions of their position, either with or without reasonable accommodation, and without creating a significant risk of substantial harm to the health or safety of that Officer or others, which risk cannot be eliminated or reduced by a reasonable accommodation.
2. Detention Officers are required to have the following: (a) correctable distant vision must be equal to or better than 20/20 in each eye; (b) binocular distant vision must be correctable to 20/20; (c) monocular vision is generally disqualifying; depth perception must be equal to or better than 70 seconds of arc; (d) peripheral vision must be normal; (e) color vision must be normal. Acceptable measure of color discrimination is the Ishihara color (14 plates). X chrome lenses are not acceptable to ICE as a means of correcting color deficiencies. Any disease or condition, which interferes with a person's vision, may be considered disqualifying. Cases will be reviewed on a case-by-case basis by the COR.
3. Detention Officers are required to be able to hear in the frequency range from 500-2000 hertz (Hz), the deficit should not exceed 30 decibels in either ear. At 3000 Hz, the deficit should not exceed 40 decibels in either ear. Any disease or condition, which interferes with the ability to hear, may be considered disqualifying. Cases will be reviewed on a case-by-case basis by the COR.
4. Detention Officers shall not have heart, lung, skeletal, or other physical defects that would impair their ability to perform effectively in either normal or emergency situations.
5. Detention Officers shall possess unimpaired use of hands, arms, legs, and feet. Detention Officers shall be able to run when necessary and be capable of handling portable fire extinguishers, building fire hoses, and related equipment.
6. Detention Officers shall be able to wear all necessary equipment, or other protective items.

7. Officers shall be mentally alert and emotionally stable with an absence of detectable neurotic or psychoneurotic conditions that would affect their ability to act during a stressful situation involving mental stress.
8. As required by the Occupational Safety and Health Administration, 29 CFR, Part 1910.1035 (Occupational Exposure to Tuberculosis), all employees in occupations with high-risk exposure are required to have a TB Skin Test completed annually. The Contractor shall accomplish a baseline test on all newly hired employees. Each employee must have a TB Skin Test Certificate prior to entering on his/her first day of duty. The Contractor shall be responsible for re-testing of employees annually.
9. The Contractor shall report immediately any changes to (1) through (8) above, in a Detention Officer's health status to the COR. If the COR determines that Contractor employees do not meet minimum health standards, the Contractor's employee must undergo a "Fitness for Duty" examination at no cost to the Government.

E. Random Drug Testing

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

F. Contraband Program and Inspection

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

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

G. Contractor's Employee Rules

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

1. Organization
2. Recruiting procedures
3. Opportunities for Equal Employment
4. Qualifying for jobs, job descriptions, responsibilities, salaries, and fringe benefits
5. Screening employees for illegal drug use

6. Holidays, leave, and work hours
7. Personnel records, employee evaluations, promotion, and retirement
8. Training
9. Standards of conduct, disciplinary procedures, and grievance procedures
10. Resignation and termination
11. Employee-management relations
12. Security, safety, health, welfare, and injury incidents

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

H. Minimum Standards of Employee Conduct

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

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

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

I. Minimum Personnel Qualification Standards

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

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

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

J. Removal from Duty

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

Contractor shall immediately notify the COR when the employee is removed from duty. Disqualifying information includes but is not limited to the following:

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

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

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

14. Performance, as determined by investigation by the Contracting Officer, involving acquiescence, negligence, misconduct, lack of diligence, good judgment, and/or good common sense resulting in, or contributing to, a detainee escape;
15. Failure to maintain acceptable levels of proficiency or to fulfill training requirements;
16. Changes in an employee's ability to meet the physical and/or mental health requirements of this contract;
17. Contractor employee who is under investigation by any law enforcement agency will be removed from duties pending outcome of the disposition.

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

K. Tour of Duty Restrictions

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

L. Dual Positions

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

M. Post Relief

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

N. Personnel Files

The Contractor shall maintain a system of personnel files, and make all personnel files available to the CO and the COR upon request. These files shall be maintained and current

for the duration of the employee's tenure under the contract. The files shall contain verification of training and experience and credentials for all the staff.

O. Uniform Requirements

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

1. Uniforms

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

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

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

2. Identification Credentials

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

- a) A photograph that is at least one-inch square that shows the full face and shoulders of the employee and is no more than 30 days old when the Contractor issues the credential.
- b) A printed document that contains personal data and description consisting of the employee's name, gender, birth date, height, and eye color, as well as the date of issuance, the signature of the employee, and the signature of project manager or designated Contractor personnel.

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

P. Permits and Licenses

1. Licensing of Employees

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

2. Jurisdiction

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

Q. Encroachment

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

R. Work Schedules

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

1. Post Work Schedules

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

When a contract employee is not being utilized at a given post, the Contractor at the direction of the COR or ICE Supervisor on Duty may reassign him/her to another post.

2. Starting and Stopping Work

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

a) Recording Presence

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

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

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

b) Rest Periods

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

c) Work Relief

When the work assignments require that the Contractor's employees do not leave the assigned duty locations until a substitute officer has provided relief, this condition shall be explicitly stated on GSA Form 2580, Guard Post Assignment Record, or

other forms designated by ICE COR. The Contractor shall enforce the procedure without exceptions.

S. Training

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

See PWS Addendums for specific training requirements.

1) General Training Requirements

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

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

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

a) Basic Training Subjects

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

- | | |
|---|-------|
| 1) In-service Orientation/Social Diversity | 2 HRS |
| 2) Counseling Techniques/Suicide Prevention and Intervention* | 2 HRS |
| 3) Conduct/Duties/Ethics and Courtroom Demeanor | 2 HRS |

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

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

** Critical Training Subjects*

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

b) Refresher Training

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

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

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

c) On-the-Job Training

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

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

d) Training During Initial 60 Day Period

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

e) Basic First Aid and CPR Training

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

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

2) Supervisory Training

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

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

- | | |
|--------------------------------|-------|
| f) Managerial public relations | 4 HRS |
| g) Supervision of detainees | 4 HRS |
| h) Other company policies | 4 HRS |

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

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

3) Proficiency Testing

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

4) Certified Instructors

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

5) Training Documentation

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

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

V. DETENTION SERVICES

A. Detention Site Standards

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

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

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

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

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

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

B. Language Access

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

C. Health and Medical Care Policies

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

1. Policies and procedures for accessing 24-hour emergency medical care for ICE detainees.
2. Policies and procedures for prompt summoning of emergency medical personnel.
3. Policies and procedures for evacuation of detainees, if deemed necessary by qualified medical personnel.

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

D. Health Services

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

See PWS Addendums for specific medical services requirements

The Contractor shall not be responsible for the provision of health care services for ICE detainees at the facility. Such services shall be provided by ICE Health Services Corp (IHSC).

The Contractor shall adhere to ICE policies and procedures regarding detainee medical requests at http://www.ice.gov/doclib/detention-standards/2011/medical_care.pdf . If a detainee requires immediate medical attention, the Detention Officer shall immediately notify his or her Supervisor via radio or telephone. The Contractor's Supervisor will, in turn, notify the medical provider as well as the COR and/or ICE-designee.

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

1. Hospitalization of Detainees

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

2. Manage a Detainee Death

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

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

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

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

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

3. 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.

4. 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>)

5. Environmental Health

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

E. Detainee Voluntary Work Program (if applicable, see PWS Addendums for specific requirements)

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

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

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

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

VI. REQUIRED ADMINISTRATION AND MANAGEMENT SERVICES

A. Manage the Receiving and Discharge of Detainees

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

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

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

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

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

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

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

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

Written procedures shall be established for returning funds, valuables, and personal property to a detainee being transferred or released that adheres to the requirements of ICE policy. The Contractor shall ensure that all detainees who are scheduled for either transfer or release are

given all funds (in cash or check, whichever is deemed appropriate by the ICE COR or designated ICE official) immediately prior to leaving the facility. Confiscated foreign currency funds are to be returned to the detainee. This includes the out-processing of detainees on all removal flights. For such removal flights, the Contractor will provide all necessary items for removal processing.

C. Securely Operate the Facility

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

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

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

See PWS Addendums for specific requirements.

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

The Contractor shall develop and implement a comprehensive sexual abuse/assault prevention and intervention program in accordance with PBNDS 2011, Standard 2.11, "Sexual Abuse and Assault Prevention and Intervention," and all facility requirements of DHS PREA ("Standards to Prevent, Detect, and Respond to Sexual Abuse and Assault in Confinement Facilities," 79 Fed. Reg. 13100 (Mar. 7, 2014), as outlined in Attachment 2, Prison Rape Elimination Act Regulations. This program shall include training and/or information that is given separately to both staff and detainees.

E. Collect and Disseminate Intelligence Information

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