

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



Fort Bliss Staging Facility  
Performance Work Statement

AMENDMENT 0002

## **1.0. Objective**

The objective of this contract is to obtain all infrastructure, including temporary housing structures, physical plant, staffing, resources, services, and supplies necessary to house aliens in the custody of U.S. Immigration and Customs Enforcement (ICE) in a safe and secure environment to effectuate their removal from the United States.

## **1.1. Background And Mission**

ICE is establishing a staging location at Fort Bliss located in El Paso County, Texas to house and supervise aliens pending their removal from the United States. ICE is responsible for the detention, health, welfare, and transportation of aliens in removal proceedings, and those subject to a final order of removal from the U.S.

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

## **1.2. Scope Of Work**

The contractor shall design, erect, operate, and maintain all infrastructure including physical plant, temporary buildings, staffing, services, and supplies necessary to house and supervise aliens in a safe and secure environment. Structures shall consist of soft-sided, semi-rigid, and rigid construction materials appropriate for their intended purpose. The contractor will install and ensure proper function of all utilities ((electricity, water, waste management, heating, ventilation, and air conditioning (HVAC), telecommunications, internet and cable (as appropriate)) to operate the facility. All erected housing structures will allow for physical security, separation of detainees by classification levels and sex, and support the good order and operation of the facility. The contractor will house and supervise aliens on a 24-hour basis in accordance with ICE detention standards. The facility will be used for short-term detention (~2 weeks) of single adult populations (male and female) of all housing classifications (low, medium-low, medium-high and high-level security) in preparation for their removal from the United States or for transfer to a long-term ICE detention facility.

The contractor will develop a detailed, itemized schedule to bring an initial 1,000 beds online and increase in increments of 250 beds until full capacity of 5,000 beds is achieved. The contractor shall design and recommend a housing configuration that promotes safety and security and aligns with ICE detention standards and policies regarding housing detainees by classification and sex.

The contractor will develop and deliver to ICE a detailed mobilization and demobilization plan documenting all activities necessary to bring beds online and ramp down the facility to full demobilization upon direction of ICE. Once demobilized, the contractor shall return the government identified site to its original condition. The facility design shall include intake, in-and-out processing areas, security and command areas, administrative areas for ICE and other government entities (USCIS, EOIR), detainee housing areas including private showers and restrooms (where practicable), kitchen, separate staff and detainee dining areas (cafeteria style meal service or satellite feeding is acceptable), detainee medical care areas, restrictive housing units, access to recreation areas, access to religious services, a law library, and a visitation area including private areas for attorney-client visits with video teleconferencing capabilities. The contractor will provide secure phone and internet infrastructure (wired and/or wireless network access). In operating the facility, the contractor shall ensure ready access to emergency services (medical, fire protection, law enforcement, etc.) and access to ground and air support services for transportation

requirements. The contractor shall provide detainees with clothing in accordance with ICE detention standards.

Detention infrastructure and services shall conform to the most current version of the ICE National Detention Standards (NDS) 2019 or any modified version published by ICE. The current version is available at <https://www.ice.gov/detain/detention-management/2019>. 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 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 infrastructure and services outlined in this contract. The contractor will provide for the secure custody, care, and safekeeping of detainees in accordance with applicable state and local laws, standards, policies, procedures for firearms requirements, or court orders applicable to the operations of the facility.

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 under 18 years of age, the contractor shall immediately notify the ICE contracting officer's representative (COR) and follow the instructions of the COR. The contractor shall not house any non-ICE population at the facility without the expressed prior written approval of the ICE contracting officer (CO).

The contractor shall enforce disciplinary actions against any detainee who does not comply with the facility rules and procedures in accordance with applicable ICE detention standards and applicable ICE policy. In cases where there is a conflict in requirements, the most stringent shall apply. If the contractor is unable to determine which standard is more stringent, the COR shall determine the appropriate requirement. 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 contract line-item number schedule. The CO shall execute all modifications in writing.

The contractor does not have a right of refusal and shall take all referrals from ICE. Exceptions may be allowed as determined by the COR or ICE designated official; for example: arriving detainees found to have a medical condition that requires medical care beyond the scope of the contractor's health care provider. Should an existing detainee develop a medical condition that requires medical care beyond the scope of the contractor's health care provider, the contractor shall notify ICE and request the detainee's transfer from the facility. The contractor shall permit ICE reasonable time to make alternative arrangements for these detainees.

DHS, ICE, federal entities, and third-party inspectors will conduct scheduled performance audits and inspections to ensure contract compliance. Inspectors shall have full access to the facility, detainees, staff, and all areas of performance. The contractor shall provide full and complete cooperation for all requests related to detention oversight or investigation conducted by the government or third-party inspectors on behalf of the government.

### **1.3. Facility**

#### **1.3.1. Housing Areas**

Throughout the term of the 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 regulations, and all applicable Occupational Safety and Health Administration (OSHA) standards. ICE will review and approve all design documents and conduct final inspections of the facility before occupancy. The facility will not accept detainees nor bill for services prior to obtaining ICE facility occupancy approval.

The facility must ensure enhanced physical security sufficient to safely and securely house detained aliens of differing custody classifications and sex, including accounting for means to prevent escape attempts, attempts to access staff areas or other restricted-access areas, and attempts to access areas housing populations that could pose safety risks (e.g., members of the opposite sex, rival gangs, populations of any classification prohibited by prevailing policy, etc.). The facility design must allow for adequate surveillance by staff. Though the contractor is permitted to house detainees in a soft-sided structure, internal configurations of any structure must provide physical security and appropriate housing for detainees based on classification levels and sex. Internal walls shall be constructed with semi-rigid or rigid materials that promote physical security and safety of detainees. As detainees are expected to be housed at the facility for up to two weeks, all housing areas must be furnished with a bed for each alien and housing areas will include toileting and showering facilities and an appropriate amount of alternative seating. All furnishings shall be appropriate for the setting and support the safety and good order of the facility.

The contractor shall provide lighting enough to illuminate interior facility spaces and exterior secure perimeters, subject to ICE approval. Fire alarm systems and equipment shall be operated, inspected, maintained, and tested in accordance with the prevailing edition of the applicable national electrical code and life safety codes and in compliance with the ICE 2019 National Detention Standards. In the event of any physical damage to the facility, it shall be the responsibility of the contractor to repair damage, to rebuild, or restore the facility. The contractor shall provide sufficient electricity and supply clean drinking water into the facility and manage timely and safe removal of waste and garbage. The facility shall maintain an emergency response plan to ensure continued operations when faced with power outages, weather events and other unexpected events.

ICE will review and approve all design documents and conduct final inspections of the facility before occupancy.

### **1.3.2. Business Permits and Licenses**

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 conduct final inspections of the facility before occupancy.

### **1.3.3. Administrative Space**

All office, administrative, support and multiple use space shall be complete with appropriate electrical, communication, and phone/fax/video tele-conference (VTC) connections. VTC connections shall use a primary rate interface T1 connection, at a minimum. The ICE administrative space shall be clean, free from mold, climate controlled, with an individually controllable HVAC thermostat. The contractor shall be responsible for all maintenance, security, and janitorial costs associated with the ICE administrative space. The contractor will provide appropriate climate-



controlled space for ICE to provide and install IT equipment for ICE administrative spaces. Dedicated space for virtual courtrooms and accompanying office and support space. Each courtroom shall have the capability to hold video tele-conferencing court.

#### **1.4. Transportation Services**

All contractor transportation staff shall comply with the security requirements required by the Department of Defense at Fort Bliss. 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. When transportation staff are not providing transportation services, the contractor shall assign the employees to supplement security duties within the facility. However, the primary function of these staff is transportation. The contractor shall assign, at a minimum, two-person transportation teams available 24-hours, seven days a week, including weekends and holidays. When transporting detainees of the opposite sex, assigned transportation staff shall call in their time of departure and odometer reading; and then do so again upon arrival at their destination. Only in emergency situations may a single transportation staff member transport a single alien if the staff member is of the same sex as the alien. Further, if there is an expectation that a pat search will occur during transport, an assigned transportation staff member of the same sex as the detainee(s) must be present to conduct the pat search.

The contractor shall comply with all federal and state laws regarding inspections, licensing, and registration for all vehicles used for transportation. The contractor shall provide fully operational radios to each contract staff (including relief staff). The contractor shall maintain a serviceable, in stock, back up quantity of radios that are adequate for all staff and enough to cover backup staff and/or repairs and downtime. Additionally, the contractor will have staff to monitor the radio traffic in real time and take appropriate action when needed. The contractor shall, upon order of the COR, or upon a decision in an urgent medical situation, transport a detainee to the hospital. Contract staff shall keep the detainee under constant supervision 24 hours per day until the detainee is released from the hospital, or at the order of the COR. The contractor shall transport the detainee back to the detention facility upon hospital release.

#### **1.5. Security**

The contractor shall provide guard services throughout the facility including staff assigned to standing posts as well roving security personnel both inside and outside the secure perimeter. ICE will approve all standing posts plans prior to detainee occupancy. 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. Such assignments may also include but are not limited to detainee medical appointments. During such appointments, the detainee shall be kept under constant supervision. All remote posts require on-call guard services of at least one guard that is of the same sex as the alien. Additional officers for each post may be required at the direction of the COR. All meals shall be provided by the contractor when the detainee(s) is at the appointment and/or are in the custody of the contractor. The contractor is responsible for providing security and preventing escapes.

#### **1.6. Notification and Public Disclosures**

There shall be no public disclosure regarding this contract made by the contractor (or any subcontractors) without review and approval of such disclosure by the ICE Office of Public Affairs. The government considers such information privileged or confidential. The contractor shall notify the COR when a member of the U.S. Congress or any media outlet requests information or makes a request to visit the facility. 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.html>.

The contractor shall ensure employees agree to use appropriate disclaimers clearly stating the employees' opinions do not necessarily reflect the position of the U.S. government in any public

presentations they make or articles they write that relate to any aspect of contract performance or the facility operations.

### **1.7. Records, Visits and Disclaimers**

All records related to contract performance shall be retained in a retrievable format for the duration of the contract. The contractor shall, upon completion or termination of the contract, transmit to the government any records related to performance of the contract, in a format acceptable to the CO. 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, U.S. 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, U.S. Code.

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.

Except as provided 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. 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. Insofar as any documents created by the contractor contain any information related to one or more ICE detainees, these records shall be the property of the ICE and all determinations regarding the disclosure of this information will be made by ICE in accordance with applicable federal laws, regulations, policies, and executive orders or as ordered by a court. To the extent the contractor intends to release the contract or any information relating to the contract, the contractor agrees to coordinate with the CO and obtain ICE concurrence prior to any such release

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:

- a) contractor’s employment-related records,
- b) 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,
- c) contractor’s non-public financial records not related to the performance of this contract, and
- d) 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 CO, the contractor shall deliver such records to a location specified by the CO for inspection, copying, and audit. The government or its designees shall use such records in

accordance with applicable federal law, regulation, and policy (including, but not limited to, 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 intergovernmental service agreement. The requirements of this clause shall flow down to all sub-contractors of the contractor in performance of this contract.

#### **1.8. Quality Control Plan (QCP)**

The contractor is responsible for management and actions necessary to meet the standards set forth in the contract. The contractor shall provide an overall QCP that addresses critical operational performance standards for the services required under this contract. The contractor shall provide a QCP to the CO and the COR 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 QCP shall ensure that services will be maintained at an acceptable level. At a minimum, the contractor shall review and update the QCP on an annual basis or as required. The QCP shall identify deficiencies, appropriate corrective action(s), and timely implementation plan(s) to the COR.

#### **1.9. 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.

#### **1.10. Performance Evaluation Meetings**

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

#### **1.11. Personnel And Staffing**

##### **1.11.1. 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. The contractor shall immediately notify the COR in writing when learning of any adverse or disqualifying information on any employee. If the CO or COR receives disqualifying information on a contractor employee, he/she shall direct that the contractor immediately remove the employee from performing duties under this contract until an investigation is completed.

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 contract includes:



- a) Misconduct or negligence in employment.
- b) Criminal or dishonest conduct.
- c) Material, intentional false statement or deception of fraud in examination or appointment.
- d) 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).
- e) Illegal use of narcotics, drugs, or other controlled substances without evidence of substantial rehabilitation.
- f) 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.
- g) Knowing and willful engagement in acts or activities designed to overthrow the U.S. government by force.
- h) Any statutory or regulatory bar which prevents the lawful employment of the person involved in the position in question.
- i) Performance, as determined by investigation by the CO, involving acquiescence, negligence, misconduct, lack of diligence, good judgment, and/or common sense resulting in or contributing to a detainee escape. 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.

ICE may direct that the contractor immediately remove from assignment on this contract any employee(s) who has/have been disqualified for either security reasons or for being unfit to perform their required duties as determined by the CO.

The contractor shall 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 all subcontracts or subordinate agreements issued in support of this contract.

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

The contractor shall have a staffing plan to effectively staff the facility in a safe and secure manner. The number, type and distribution of staff as described in the 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 and the COR, for approval prior to implementation and incorporation into this contract. Staffing levels shall not fall below a monthly average of 85% for custody staff, 80% for health services staff, and 85% for all other departments of the approved staffing plan. The approved staffing levels for custody staff shall not fall below a monthly average of 85%. Staffing levels for all departments other than custody and health services will be calculated in the aggregate.

Each month, the contractor shall submit to the COR the current average monthly vacancy rate and indicate any individual positions that have been vacant more than 120 calendar days. Failure to fill any individual position within 120 calendar days of the vacancy may result in a deduction from the monthly invoice. In assessing deductions, ICE may also consider costs associated with overtime

used to cover vacant positions.

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 salary and benefits of the absent key personnel position.

#### **1.12. Minimum Staffing Requirements**

Exclusive of the agreed upon ramp periods, the contractor shall fully staff the facility to secure, control, and supervise aliens in custody regardless of the population. The contractor shall ensure daily custody staff assignment rosters, by shift, are maintained. The assignment rosters shall indicate the number of staff, job titles, names, hours, and days of work for each post. The daily roster shall be posted 24 hours in advance. Shift rosters must be provided to the COR daily.

#### **1.13. 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 custody staff designated by the contractor before commencement of services.

In the absence of the facility administrator, another qualified person who meets the position and security clearance requirements shall temporarily fill that position. This individual shall perform job duties of the facility administrator and interface with the CORs and/or designated ICE Officers and the CO on all contract-related matters.

#### **1.14. Key Personnel**

The CO shall provide written approval before any employee is assigned as key personnel to perform duties under this contract. The contractor shall identify key personnel employed and notify ICE of their expected on-hire date upon contract award—key positions must be filled prior to accepting any detainees. Any subsequent changes to key personnel must meet these criteria and be approved in writing by the CO. The following are considered key personnel for the contract. The contractor may use other titles.

Facility Director. The facility director shall hold an accredited bachelor’s degree in an appropriate discipline, or significant military or corrections experience of a minimum 15 years, and have at least five years of related administrative experience, and have knowledge of program objectives, policies, procedures, and requirements for managing a secure detention/correctional facility. The degree requirement may be satisfied by completion of a career development program that includes work-related experience, training, or college credits at a level of achievement equivalent to the bachelor’s degree, as practiced in the federal hiring process.

Assistant Facility Director. The assistant 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.

Health Services Administrator. The Health Services Administrator (HAS) must have a minimum of a master's degree in healthcare administration (or related field of study preferred). Must have three

years of leadership experience, two years management of programs and services experience. The HSA shall maintain current CPR/Basic Life Support (BLS) certification and if the HSA holds a clinical license, it is their responsibility to fulfill the obligations of their licensing or certifying body to ensure continued status.

**Clinical Director.** The Clinical Director shall have a Doctor of Medicine or Doctor of Osteopathic Medicine from a university in the United States, any of its' territories or from a foreign medical school that provides education and medical knowledge equivalent to accredited schools in the United States as established by the National Committee on Foreign Medical Education and Accreditation and permanent certification by the Educational Commission for Foreign Medical Graduates. The Clinical Director shall have a minimum of six years post residency experience providing direct patient care as a board-certified / eligible physician in Internal Medicine, Family Medicine, Preventive Health or Pediatrics as well as a minimum of three years of experience in the provision of clinical supervision and leadership to other medical professionals and ancillary clinic staff. The Clinical Director shall maintain current, full, and unrestricted license to practice medicine for the entirety of the employment term in the state in which the duty station is located. The Clinical Director shall also maintain the BLS for Healthcare Providers certification through the American Heart Association.

**Nurse Manager.** The Nurse Manager must be a bachelor's degree trained registered nurse (RN), have current and documented professional licensure to be an RN. The Nurse Manager shall have a minimum of six years of professional nursing experience and maintain current CPR/BLS certification as well as any professional credentials/certification appropriate to the job specialty.

**Mental Health Providers.** Mental Health Providers shall only consist of Clinical Psychologists, Licensed Clinical Social Workers (LCSWs), or Licensed Professional Clinical Counselors/Licensed Clinical Professional Counselors/Licensed Clinical Mental Health Counselors (LPC/LPCC/LCPC/LMHC/LCMHC) or equivalent. Licensed Marriage and Family Therapists (LMFTs) are not acceptable. Staff must maintain appropriate licensure to conduct mental health evaluation, mental health and substance abuse treatment (i.e. psychotherapy – individual or group; clinical counseling, etc.), mental health diagnosis, segregation monitoring, SMI, monitoring, and assessing suicidality/homicidality risk, and suicide watch contacts.

**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.

**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 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.

**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.

Corporate Security Officer: The corporate security officer will interface with the OPR- PSU through the COR on all security matters, to include physical, personnel, and protection of all government information and data accessed by the contractor.

#### **1.15. 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.

#### **1.16. 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.

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

The contractor is solely responsible for ensuring employees can 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.

##### **1.17.1. Employee Health and Health Records**

<https://www.osha.gov/law-regs.html> <https://www.osha.gov/Publications/QandA/osh3160.htm>

Employee health files for all contractor employees must be maintained on-site, in a locked cabinet. Health files are to be maintained in accordance with DHS and ICE Privacy Policies and the Privacy Act of 1974 and contain the following documents:

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

#### **1.18. Required Documentation**

All contractor personnel must provide documentation regarding the following: History of testing for 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.
- b) Additionally, on an annual basis and at own expense, the contractor shall provide a current tuberculin skin test or interferon-gamma release assays 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.

#### **1.19. 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. The vendor is required to abide by all OSHA workplace safety requirements including those related to vaccinations. The following vaccinations are highly recommended for the contractor's personnel.

- a) Hepatitis A
- b) Hepatitis B

(Note: The U.S. OSHA Blood-borne Pathogens Standard requires employers to provide employees at risk of occupational exposure to blood and other potentially infectious material with the Hepatitis B vaccination series. Refer to OSHA regulations: [https://www.osha.gov/OshDoc/data\\_BloodborneFacts/bbfact05.html](https://www.osha.gov/OshDoc/data_BloodborneFacts/bbfact05.html)

- a) Varicella.
- b) Measles, Mumps, Rubella.
- c) Diphtheria, tetanus, a-cellular pertussis.
- d) 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 Healthcare Workers: Recommendations of the Advisory Committee on Immunization Practices and the Hospital Infection Control Practices Advisory Committee be used as a reference for employee health immunization issues.

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 facility, the contractor shall certify in writing to the COR that each detention officer is and remains in full compliance with the following:

- a) Staff 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.
- b) 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.
- c) 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.

- d) 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.
- e) 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.
- f) Detention officers shall be able to wear all necessary equipment, or other protective items.
- g) 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.
- h) 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.
- i) 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.
- j) Officers must have no hearing defects or no hearing defects with the use of a correctable device.

#### **1.19.1. 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 shall perform the screening. The contractor shall provide the results of all such drug screening to the COR within 24 hours after receipt.

#### **1.19.2. Contraband Program and Inspection**

A contraband control program shall be established in accordance with ICE 2019 National Detention Standards on contraband.

The contractor's employees will be 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.

#### **1.19.3. Contractor Staffing and Employee Requirements**

The contractor shall provide employee requirements or policies, which, at a minimum, address the following:

- a) Organization.
- b) Recruiting procedures.
- c) Opportunities for equal employment.
- d) Qualifying for jobs, job descriptions, responsibilities, salaries, and fringe benefits
- e) Screening employees for illegal drug use.
- f) Holidays, leave, and work hours.

- g) Personnel records, employee evaluations, promotion, and retirement.
- h) Training.
- i) Standards of conduct, disciplinary procedures, and grievance procedures.
- j) Resignation and termination.
- k) Employee-management relations.
- l) Security, safety, health, welfare, and injury incidents.

The contractor shall provide a copy of the rules or policies to facility employees. Upon request by the COR, the contractor shall document that all employees have reviewed a copy of the requirements or policies.

#### **1.19.4. 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 each employee beginning work under this contract. The contractor shall hold employees accountable for their conduct based on these standards, which are not restricted to, but shall include:

- a) Employees shall not display favoritism or preferential treatment to one alien, or group of aliens, over another.
- b) Employees shall not discuss or disclose information from alien files or immigration cases, except, when necessary, in the performance of duties under this contract.
- c) The employee may not interact with any alien 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 alien, any alien'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 aliens, alien's family, or associates.
- d) The employee shall not enter any business relationship with aliens or their families (e.g., selling, buying, or trading personal property).
- e) The employee shall not have any outside or social contact with any alien, 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.
- f) 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.
- g) 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.
- h) 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) An affirmative duty to self report any criminal arrests within 24 hours of occurrence.

#### **1.19.5. Minimum Personnel Qualification Standards**

The contractor shall ensure that each person employed by the firm, or any subcontractor(s) has a social security card issued and approved by the Social Security Administration and shall be a U.S. citizen or a person lawfully admitted into the U.S. 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, 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:

- a) All employees shall be a minimum of 21 years of age.
- b) Employees shall have at least one year of general experience that demonstrates the following:
  - The ability to greet and deal tactfully with the public.
  - 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.
  - Good judgment, courage, alertness, an even temperament, and render satisfactory performance through knowledge of his/her position responsibilities.
  - Ability to maintain poise and self-control during situations that involve mental stress, such as fires, explosions, civil disturbances, and building evacuations.
- c) All employees on this contract must maintain current/physical residency in the continental U.S.
- d) All qualified, armed employees working as transportation officers shall have a minimum of one year of experience as a law enforcement officer, military policeman, or as a security officer engaged in functions related to detaining civil or administrative aliens. A degree in a related or appropriate field/discipline may substitute for experience (i.e., detention, corrections, criminal justice, etc.).

#### **1.19.6. 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:

- a) Conviction of a felony, a crime of violence, domestic violence, or a serious misdemeanor.
- b) Possessing a record of arrests for continuing offenses.
- c) Falsification of information entered on suitability forms.
- d) Non-payment of court ordered payments (child support, liens, etc.) or excessive delinquent debt as determined by credit check.
- e) 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.



- f) 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.
- g) Illegal use of narcotics, drugs, or other controlled substances, without evidence of substantial rehabilitation.
- h) Introduction of contraband into or unto the facility.

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

- a) Violation of the Rules and Regulations Governing Detention facilities set forth in ICE Publications entitled "Detention Officer Handbook."
- b) Violation of the Rules and Regulations Governing Public Buildings and Grounds, 41 CFR 101-20.3.
- c) 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.
- d) 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.
- e) Theft, vandalism, immoral conduct, or any other criminal actions.
- f) Possessing, selling, consuming, or being under the influence of intoxicants, drugs, contraband, or substances which produce similar effects.
- g) Unethical or improper use of official authority or credentials.
- h) Unauthorized use of communication equipment or government property.
- i) Misuse of equipment or weapons.
- j) Violations of security procedures or regulations.
- k) Recurring tardiness.
- l) Undue fraternization with aliens as determined by the COR.
- m) Repeated failure to comply with visitor procedures as determined by the COR.
- n) Performance, as determined by investigation by the CO, involving acquiescence, negligence, misconduct, lack of diligence, good judgment, and/or good common sense resulting in, or contributing to, an alien escape.
- o) Failure to maintain acceptable levels of proficiency or to fulfill training requirements.
- p) Changes in an employee's ability to meet the physical and/or mental health requirements of this contract.
- q) 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 aliens 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.

#### **1.19.7. 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.

#### **1.19.8. Dual Positions**

If a supervisory detention officer is not available for duty the contractor shall provide a full-time supervisor as a replacement. A contract employee shall not hold the position of detention officer and supervisory detention officer simultaneously. The COR will document and refer to the CO the failure of the contractor to provide necessary personnel to cover positions.

#### **1.19.9. 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 supervisor authorizes rest or relief periods, the contractor shall assign undesignated officers to perform the duties of the detention officers on break.

#### **1.19.10. 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 discipline actions and credentials for all staff.

#### **1.19.11. Uniform Requirements**

These requirements apply to supervisory detention officers and detention officers who perform work under the contract.

### **1.20. 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 or Department of Homeland Security (DHS) Customs and Border Protection (CBP) officers. All officers performing under this contract shall wear uniforms of the same style and color while on duty. If rank The rank of authority is used, it must be prominently displayed as part of each uniform. A shoulder patch or other easily distinguishable item should distinctly identify the supervisory contractor personnel. 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 excessively frayed, stained, faded, or considered too worn by the COR shall be replaced by the contractor at no additional cost to the government. Staff shall wear and properly display authorized name tags at all times while within the facility and grounds.

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, handcuffs, handcuff key

and 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.

If the Contractor subcontracts some of the transportation services, the Government will permit the subcontracted transportation officers to wear a different uniform, if the standards for the transportation personnel uniforms are consistent with the standards for the uniforms worn by other Contractor personnel.

### **1.21. Identification Credentials**

The contractor and all personnel shall abide by the security and identification requirements in place at Fort Bliss and under the direction of the Department of Defense to access the site. Staff who do not comply with these requirements will not be permitted access to the site and shall be removed from the contract expeditiously. 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) Contract employee credentials **shall** contain the following: **Front** (1), Company Name, (2) Full Face/Shoulder photo 1" square, no older than 30 days when issued, (3) Title/Position, **Reverse-** (1) Name, (2) Sex, (3) Date of Birth, (4) Height, (5) Weight, (6) Hair Color, (7) Eye Color, (8) Date of Hire, (9) Date of issue, (10) Signature of Employee, and (11) Signature of Issuing Officer.
- b) 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 credential is issued.
- c) To avoid the appearance of having government issued credentials/badges, the contractor shall not possess wallet type badges or credentials. All credentials shall be approved by the COR or other ICE designated official.

#### **1.21.1. Permits and Licenses**

##### **1.21.1.1. 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 entering on duty (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.

### **1.22. 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.

#### **1.22.1. 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 or Fort Bliss unless without proper authorization of ICE or DOD respectively.

#### **1.22.2. Work Schedules**

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

#### **1.23. Post Work Schedules**

One week in advance, the contractor shall prepare supervisory and detention officer work schedules, for a two-week period, and shall post them in work areas or locker rooms. A manpower report shall be submitted to the COR monthly. Schedules shall be prepared on a form designated by ICE. Changes in duty hours shall also be posted on this form in enough 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 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. Note: Alternate forms may be approved by ICE; however, the alternate must include the minimum information required on GSA Form 139.

#### **1.24. Starting and Stopping Work**

The contractor is responsible for all employees to be in complete uniform and ready to begin work promptly at the beginning of each shift. Each employee shall remain at the duty locations until their shift is completed. Post staff will not vacate their post at the end of their shift until a replacement post staff has arrived.

##### **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. The government will consider a contractor provided automated system in lieu of GSA Form 139 for recording presence purposes.

Contractor 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. Note: Alternate forms may be approved by ICE; however, the alternate must include the minimum information required on GSA Form 139.

## **B) Rest Periods**

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

### **1.25. General Training Requirements**

All officers must have the training described in ICE 2019 National Detention 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 may disqualify him or her from employment on the contract.

All new detention officers will receive 60 hours of basic training, not including 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 (OJT) program for new employees. A senior detention officer, always during the 40-hour OJT period, must accompany the detention officers. The contractor shall provide 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 provide the employee 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.

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. Alternative or e-training techniques, unless approved in writing by the CO via the COR, shall not be used.

### **1.26. Basic Training Subjects**

Officers must complete the training required in accordance with the ICE 2019 National Detention Standards. Required training may include but not be limited to the following:

a)		
	In-service Orientation	2 HRS
	Counseling Techniques/Suicide Prevention and Intervention*	2 HRS
	Conduct/Duties/Ethics and Courtroom Demeanor	2 HRS
	Bomb Defense and Threats	1 HR
	Telephone Communications/Radio Procedures	1 HR
	Annual IT Security Training	1 HR
	Fire and other Emergency Procedures	2 HRS
	Treatment and Supervision of Aliens	2 HRS
	ICE Use of Force Policy	2 HRS
	Security Methods/Key Control/Count	1 HR

Procedures/Observational Techniques	4 HRS
Sexual Harassment	2 HRS
Alien Escort Techniques	1 HR
ICE Paperwork/Report Writing	2 HRS
Alien Searches/Alien Personal Property	4 HRS
Property/Contraband	2 HRS
Alien Rules and Regulations	2 HRS
First Aid*	4 HRS
Cardiopulmonary Resuscitation (CPR)*	4 HRS
Blood-borne Pathogens*	2 HRS
Self Defense	8 HRS
Use of Restraints	5 HRS
Firearms Training**	
ICE Sexual Abuse/Assault Prevention and Intervention*	2 HRS
ICE 2019 National Detention Standards	2 HRS
Disability Accommodations	1 HR
Language Access and Effective Communications	1 HR
Cultural Competency	1 HR

Emergency Plans 1 HR

*All training shall be conducted in a classroom or on-the-job training environment and shall be in accordance with ICE 2019 National Detention Standards. On-line training is specifically prohibited to meet these requirements, unless approved in writing by the COR.*

*\* Critical training subjects*

*\*\*If applicable*

### **1.27. 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. The contractor shall provide an additional 40 hours of training for detention officers within 60 days after completion of first 100 hours of training.

This training includes:

- a) Authority of supervisors and organizational code of conduct.
- b) General information and special orders.
- c) Security systems operational procedures.
- d) Facility self-protection plan or emergency operational procedures.
- e) Disturbance Control Team training.

### **1.28. Basic First Aid and CPR Training**

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

- a) Respond to emergency situations within four minutes.
- b) Perform CPR.
- c) Recognize warning signs of impending medical emergencies.

- d) Know how to obtain medical assistance.
- e) Recognize signs and symptoms of mental illness.
- f) Administer medication.
- g) Know the universal precautions for protection against blood-borne diseases.

**1.29. 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:

Techniques for issuing written and verbal orders	2 HRS
Uniform clothing and grooming standards	1 HR
Security post inspection procedures	2 HRS
Employee motivation	1 HR
Scheduling and overtime controls	2 HRS
Managerial public relations	4 HRS
Supervision of aliens	4 HRS
Other company policies	4 HRS
Non-violent Crisis Intervention	8 HRS
ICE 2019 National Detention Standards	12 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.

#### **1.30. Proficiency Testing**

The contractor shall give a written examination following each training class to display proficiency. To pass any examination, employees must achieve a minimum of 80 percent. Should an employee fail the written test on the initial attempt, the employee shall be given additional training and be given one additional opportunity to retake the test. If the employee fails the second attempt, the contractor shall remove the employee from the contract and immediately advise the COR. All training certifications will be stored the respective contract employee's file.

#### **1.31. 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 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.

#### **1.32. 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.

#### **1.33. Language Access**

The contractor is responsible for providing limited English proficiency detainees access (via accurate, timely, and effective communication at no cost to the alien) to all facility programs and services. This should be accomplished through professional interpretation and translation services or bilingual personnel

for necessary communication with aliens who do not speak, read, write, or understand English. Oral interpretation should be provided for aliens who are illiterate or who speak another language in which written material has not been translated. The contractor shall secure and utilize its own contract for professional language services. Where a need for a particular language is unavailable, the contractor may utilize the ICE language services however ICE reserves the right to deduct the cost from the contractor's invoice. When ICE language services are used the contractor must advise the COR within 24 hours of use. All facility postings and written materials provided to aliens shall generally be translated via professional language services into Spanish and other languages spoken by significant segments of the detained ICE population with limited English proficiency at the facility. Other than in emergencies, and even then, only for that period before appropriate language services can be procured, other aliens shall not be used for interpretation or translation services. In such situations, the contractor must notify the COR within 24 hours.

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

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

- a) Policies and procedures for prompt summoning of emergency medical personnel.
- b) Policies and procedures for evacuation of aliens, if deemed necessary by qualified medical personnel.
- c) Policies, procedures, and post procedures for duty officers to ensure that medical emergencies are recognized and promptly attended to.

#### **1.35. Health Services**

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

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

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

The Contractor shall be responsible for providing health care services for ICE detainees at the Facility in accordance with the ICE NDS 2019 or any modified version of it published by ICE, the NCCHC and/or ACA standards that are in place prior to obtaining a notice to proceed (NTP), and the PRR. Areas covered include, but are not limited to, infectious disease screening and treatment; emergent, acute and chronic care; on-site sick call; dental services; and mental health services. Also required is over the counter and prescription medications per the current ICE Health Service Corps (IHSC) Formulary (Attachment 2) and IHSC form 067 for approval of non-formulary medications (Attachment 3) or equivalent. Elicitation of a history and provision of required vaccinations per the Centers for Disease Control and Prevention (CDC) and the Advisory Committee for Immunization Practices (ACIP)

recommendations is a requirement of all Contractors providing health care services for ICE detainees, at a minimum to address the population that are the highest risk (e.g., Diabetics, HIV, Cancer, Seizure, Heart Disease, Asthma, Cancer and over the age of 50, pregnant females and other special populations), as well as those necessary to address pandemic events according to guidance provided by the IHSC FMC. On-site routine labs and CLIA waived testing will be a requirement of the Contractor. Off-site labs must be approved through the Medical Payment Authorization Request (MedPAR) system and will be paid for by IHSC. All routine medical supplies will be provided at no additional cost to the government or the ICE detainee. All the above costs except off site specialty care, emergent care, hospitalizations and approved formulary and non-formulary retail purchases of medications and durable medical equipment will be included in the bed day rate for this contract.

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

1. **Medical Emergency:** In the event of a medical emergency, the Contractor shall proceed immediately to provide necessary emergency medical treatment, including initial on-site stabilization and off-site transport to an appropriate emergent care facility, as needed. The Contractor shall notify ICE immediately regarding the nature of the transferred detainee's illness or injury and the type of treatment provided. The cost of all emergency medical services provided off-site will be the responsibility of ICE Health Service Corps (IHSC). At no time shall the Contractor or detainee incur any financial liability related to such services. All such services are submitted for approval through the MedPAR system. The primary point of contact for obtaining pre-approval for non-emergent care as well as the post-approval for emergent care will be the IHSC FMC assigned to this location.
2. **Emergency Health Care Contact List:** The Contractor shall furnish twenty-four (24) hours a day/seven days per week emergency medical/dental/mental health care contact list which must include local hospitals and other off-site specialty care providers. The Contractor shall ensure they always have access to an off-site emergency medical provider.
3. **Facility Emergency Evacuation Procedure Guide:** The Contractor must make available a facility emergency evacuation procedure guide that includes any patients currently housed in a medical/mental health housing area, including any isolation rooms as well as other special housing areas within the facility. The Contractor must provide training on all emergency plans to the on-site medical staff, both initially and annually after hire.
4. **Detainee Medical Records:** A separate medical record, apart from the resident's social record/or alien file, is to be maintained by the authorized Contractor. Medical records will be created and maintained by the responsible authorized Contractor and/or the ICE contracted vendor. The Contractor and/or the ICE contracted vendor will disclose patient's personal information and protected health information to Facility/IHSC staff and comply with medical record requests from IHSC, as permitted by a criminal justice release of information, signed by the patient and in compliance with state and federal laws, rules, and regulation including, but not limited to, federal regulations Health Insurance Portability and Accountability Act (HIPAA) and Confidentiality of Substance Use Disorder Patient Records (42 CFR, Part 2). OTP understands an exemption from HIPAA applies for patients in the custody of ICE and the information contained in the 01/26/2021 IHSC memo "Release of Medical Information Regarding ICE Detainees" has been reviewed."



These documents will be maintained and stored per the following:

- a) ICE Health Service Corps uses the following retention requirement to maintain detainee health records for 10 years after release from custody for adults; the records for minors will be maintained until the minor reaches the age of 27 years. Records will be maintained in a format that is easily accessed, and, in a location, that is secure, pest and vermin free environment, protected from fire, flood, humidity, dust, mildew, mold, and preferably climate controlled.
  - b) Upon his/her request, while in detention, a detainee or his/her designated representative shall receive information from their medical records. Copies of health records shall be released by the HSA directly to a detainee or their designee, at no cost to the detainee, within a reasonable timeframe after receipt by the HSA of a written authorization from the detainee. Medical records and/or a book-in packet must accompany the arriving detainee, unless ICE/ERO and facility officials have authorized other arrangements "Detainee Transfers" also requires that a Medical Transfer Summary accompany the detainee. If official health records accompany the detainee, they are to be placed in a sealed envelope or other container labeled with the detainee's name and A-number and marked "Confidential Medical Records." A copy of a detainee's medical records shall be transferred with the detainee upon request of the detainee. Otherwise, a medical transfer summary shall accompany each detainee outlining necessary care during transit and initial period of detention entry into another facility, including current medications, medical precautions, tuberculosis testing and evaluation status, equipment needed, and appropriately authorized methods of travel. It is preferred that the Contractor seek to provide an Office of the National Coordinator (ONC) certified electronic health record for recording all detainee encounters. If a paper record is used, the record format must adhere to the NCHC and/or other National Health Record format.
5. **Contractor Furnished Onsite Medical Care and Services:** The Contractor shall furnish on-site health care under this Agreement as defined by the facility Local Health Authority (usually the Health Administrator) and as approved by the ICE Health Authority on the effective date of this Agreement. The Contractor shall not charge any ICE detainee a fee or co-payment for medical services or treatment provided at the facility. The Contractor shall ensure that ICE detainees receive no lower level of onsite medical care and services than those spelled out in the NDS 2019 or any modified version of it published by ICE and based on community standards of care.
6. **Certified/Licensed Health Care Staff:** The Contractor shall ensure that all health care providers utilized for the care of ICE detainees are credentialed, to include primary source verification, current licensure, certifications, and/or registrations within the State and/or City where they treat the detained population, and inquiry regarding sanctions or disciplinary actions (i.e., National Practitioner Data Bank). The Contractor shall retain, at a minimum, staffing levels as approved by IHSC at the time of implementation of this contract (Attachment 1A4 – see IHSC for individual staffing matrix by facility). The Contractor shall ensure that anyone performing medical services under a DHS contract including contractor employees, subcontractor employees, independent contractor employees, consultants, or others must hold a current, active, valid, and unencumbered appropriate professional license, registration, or certification to perform the assigned duties under this contract. The license, registration, or certification must be in good standing at all times throughout the contract performance and must be from a State, the District of Columbia, the Commonwealth of Puerto Rico, or a territory of the United States. The medical service providers under this contract are not required to hold a license, registration, or certification in the specific state where these services are provided. At no time shall unlicensed and/or uncertified health care staff provide care to ICE Detainees. Any person providing health care services under this contract must hold an applicable unencumbered license, registration, or certification perpetually during the contract term, from *any* U.S. jurisdiction irrespective of the health care provider's permanent or temporary assigned place of official DHS.



The allowable jurisdictions include a State within the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, or a territory of the United States.

For the entire term of the contract, the Contractor shall maintain primary source documentation of each license, registration, or certification of each person providing health care services under this contract and shall ensure that all licenses, registrations and certifications remain active and unencumbered while the person is providing health care services under the contract. If requested by the Contracting Officer, the Contractor shall provide the primary documentation of each license, registration, or certification to the Government.

7. **Tracking System for Daily Provision of Health Care Services:** The Contractor shall ensure that its healthcare system/employees solicit from each detainee requests for healthcare (sick call) daily and that this is tracked through a written system of accountability and within the health record with care delivered per NDS 2019 or any modified version of it published by ICE, NCCHC and/or ACA standards.

On-site health care personnel shall perform initial medical screening within 12 hours of arrival to the facility utilizing IHSC Form 795A, or equivalent, in accordance with standard “4.3 Medical Care.” Each detainee shall be given an opportunity to shower and shall be issued clean clothing, bedding, towels, and personal hygiene items. Arrival screening shall include, at a minimum, all questions captured on the NDS Intake Screening Form (Attachment 5) or equivalent: testing for TB infection and/or disease, testing for COVID-19, and the elicitation and recording of past and present medical history (mental and physical, dental, pregnancy status, history of substance abuse, screening questions for other infectious disease, and current health status). Initial screening will also entail measurement of height, weight, and a complete set of vital signs (BP, P, R, and T). Blood sugar and O2 readings may be necessary dependent upon specified diagnosis or current medical concern exhibited or verbalized by the detainee and observed by medical provider.

- a) A full health assessment to include a history and physical examination shall be completed within the first 14 days of an adult detainee arrival unless the clinical situation dictates an earlier evaluation. Detainees with chronic medical, dental, and/or mental health conditions shall receive prescribed treatment and follow-up care with the appropriate level of provider and in accordance with NDS 2019 or any modified version of it published by ICE, NCCHC and/or ACA standards.
  - b) Pregnancy Screening. Initial health screening will ensure that all female detainees/residents ages 10-56 complete a pregnancy test. The Field Operations Director (FOD) will be notified immediately regarding females determined to be pregnant, but no later than 72 hours after such determination. The IHSC FMC and other IHSC personnel will coordinate with the Assistant FOD and /or FOD in ensuring that detention facility staff are aware of these notification requirements.
8. **Detainee Access to Medical and Mental Health Services:** The Contractor must provide detainees with access to medical services, preferably on-site, or via telemedicine, with minimal wait times for community providers. Services provided shall include sick call coverage, provision of over the counter and prescription medications, treatment of minor injuries, treatment of special needs, mental health, and dental health assessments. All travel medications must be provided per the NDS 2019 requirement or any modified version of it published by ICE. The facility mental health program shall include appropriate group counseling, individual talk therapy, peer-support groups, and psychiatric services to meet the needs of the population.

The Contractor may, to the extent possible, utilize third party specialty care medical service

providers that are willing and capable of providing specialty care services on-site. Third party specialty care providers will be subject to current personnel security screening and clearance requirements for short-term, as-needed professional services providers prior to being allowed to enter the facility. Third party specialty care providers will be required to be always escorted by Contractor staff while a) in the facility and b) in direct contact with non-citizen Detainees at no extra cost to the Government. Third party specialty care providers will only be on-site for the minimum time required to complete scheduled medical service appointments. Third party specialty care providers shall be required to meet all contractual Letter of Understanding (LOU) agreement requirements and will submit invoices and be reimbursed for services via the IHSC MedPAR process. This provision for on-site specialty care, and the related billing processes, shall constitute an exception to the requirement that on-site medical care be included in the Bed Day Rate for this contract.

9. **Mental Health Evaluations:** The Contractor shall furnish mental health evaluations as determined by the facility Local Health Authority and in accordance with NDS 2019 or any modified version of it published by ICE, NCCHC and/or ACA standards.
10. **Notification Requirements for Medical Conditions that Render Continued Detention Unacceptable:** If the Contractor determines that an ICE detainee has a medical condition which renders that person unacceptable for detention under this Agreement (for example, condition needing life support, uncontrollable violence, or serious mental health condition), the Contractor shall notify their FMC and ICE. Upon such notification, the Contractor shall allow ICE reasonable time to make the proper arrangements for further disposition of that detainee. The Contractor should expect to be requested and attest to ICE that the detainee is medically cleared for transportation and advise ICE of the necessary precautions and equipment required for such transportation. IHSC FMC consultation regarding these matters is available at any time.
11. **Hospitalization of Detainees:** Upon order of the COR or designated ICE officer, or in an emergency, the Contractor shall take custody of and safeguard detainee(s) at a hospital or clinic when the detainee(s) are undergoing medical examination. The contract employee will remain until relieved by another contract employee. Twenty-four-hour custody shall be maintained, with constant visual observation when practicable. The detainees shall not use the telephones unless the Contractor receives prior approval from the COR or other designated ICE official. The contract employees shall not fraternize with clinic/hospital staff or with casual visitors to the clinic/hospital. Detainee visitation is not permitted at the hospital. The contract employee will obtain a copy of the detainee medical records upon discharge and ensure those records are delivered to the medical clinic upon the detainee's return to the facility. To prevent any situation which could result in a breach of security, requests for visitation while the detainee is in detention, including hospital detention shall be pre-approved by the COR(s) or other designated ICE official prior to allowing access to the detainee. The Contractor is obligated to relay messages as requested by the detainee to the COR or other designated ICE official.
12. **Manage a Detainee Death:** The Contractor shall comply with NDS 2019 or any modified version of it published by ICE, 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.

13. **Release of all Medical Information to IHSC:** The Contractor shall release all medical information for ICE detainees to IHSC representatives upon request.
14. **Medical Payment Authorization for Off-site Medical Care:** The Contractor shall submit a Medical Payment Authorization (MedPAR) to IHSC for payment for off-site medical care (e.g., off-site lab testing, eyeglasses, prosthetics, specialty care, hospitalizations, emergency visits). The Contractor shall enter payment authorization requests electronically as outlined in the MedPAR User Guide: <https://medpar.chr-icehealth.org>.
15. **Notification Requirements for Emergency Offsite Health Care:** The Health Authority of the Contractor shall notify ICE and the FMC as soon as possible if emergency off site care will be or was required; and in no case more than 72 hours after the detainee received such care. Authorized payment for all off-site medical and/or mental health services beyond the initial emergency will be made by the Veterans Administration Financial Service Center (VA FSC) on behalf of IHSC directly to the medical provider(s).

IHSC VA Financial Services Center PO Box 149345  
Austin, TX 78714-9345  
Phone: (800) 479-0523  
Fax: (512) 460-5538

16. **ICE Access to Detainee Medical Records:** The Contractor shall allow IHSC and ICE personnel access to its facility and ICE detainees' medical records for healthcare review, complaint investigations, and liaison activities with the local contract Health Authority and associated Contractor departments in accordance with HIPAA privacy exception at 45 CFR §§ 164.512 (k)(5)(i).

The Contractor shall provide ICE detainee medical records to ICE whether created by the Contractor or a sub-Contractor/vendor upon request from the Contracting Officer's Representative or Contracting Officer in accordance with HIPAA privacy exception at 45 C.F.R. §§ 164.512 (k)(5)(i). This privacy exception allows disclosure without consent to a correctional institution or a law enforcement official having lawful custody of an inmate or other individual if the correctional institution or such law enforcement official represents that such protected health information is necessary for:

- a) The provision of health care to such individuals.
- b) The health and safety of such individual or other inmates.
- c) The health and safety of the officers or employees of or others at the correctional institution.
- d) The health and safety of such individuals and officers or other persons responsible for the transporting of inmates or their transfer from one institution, facility, or setting to another.
- e) Law enforcement on the premises of the correctional institution.



- f) The administration and maintenance of the safety, security, and good order of the correctional institution; and
- g) Conducting a quality improvement / quality of care review consistent with an established quality improvement (medical quality management) program and interfacing with the IHSC quality improvement program consistent with federal, state, and local laws.

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

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

For further information regarding the Script Care Network please contact the VA Financial Services Center at 800-479-0523 or Script Care directly at 800-880-9988.

**18. Facility Requirements for Infectious Disease Screening:** The Contractor will ensure that there is adequate space and equipment to provide medical intake screening including tuberculosis (TB) screening within the intake processing area.

- a) Tuberculosis Screening

The Contractor will perform TB screening as part of the routine intake screening, which must be completed within 12 hours of detainee admission. TB screening will include, at a minimum, TB symptom screening and testing for TB infection and/or disease using any Food and Drug Administration (FDA) approved method. Detainees who have symptoms suggestive of TB disease will be immediately placed in an airborne infection isolation room and promptly evaluated for suspected TB disease. Detainees who are initially tested using a test for TB infection [TB skin test (TST) or interferon gamma release assay (IGRA)], and the results are positive according to criteria, but have no symptoms suggestive of TB disease, must be evaluated with a chest radiograph within 5 days of the notification of a positive result.

Detainees who are identified with confirmed or suspected active TB (e.g., symptoms or chest radiograph suggestive of TB) will be placed in a functional airborne infection isolation room and managed in accordance with NDS 2019 or any modified version of it published by ICE and all applicable CDC guidelines: <http://www.cdc.gov/tb/publications/guidelines/default.htm>. If there



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

The Contractor will notify IHSC and the local health department of all detainees with confirmed or suspected TB disease, including detainees with clinical or radiographic evidence suggestive of TB. Notification shall occur within one working day of identifying a detainee with confirmed or suspected TB disease. Notification to local health departments shall identify the detainee as being in ICE custody and shall include the ICE detainee number and other identifying information. For detainees with confirmed or suspected TB disease, the Contractor will coordinate with IHSC and the local health department to facilitate release planning and referrals for continuity of care prior to release.

The Contractor will evaluate detainees annually for symptoms consistent with TB within one year of the previously documented TB evaluation. For detainees initially screened with a TST or IGRA with a negative result, annual evaluation will include testing with the same method as previously used. For detainees initially evaluated with a chest radiograph interpreted as not suggestive of TB disease, routine annual chest radiograph is not recommended.

b) Radiology Service Provider

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

19. **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>).
20. **Employee Health:** Employee health files for all Contractors' employees must be maintained on-site. Health files are maintained in accordance with DHS and ICE Privacy Policies and the Privacy Act of 1974 and contain the following documents:
  - a. Initial and annual TB infection screening results.
  - b. Vaccination records including results, titers, and Immunization Declination Form(s).
  - c. OSHA 301 Incident forms.
  - d. Blood borne pathogen exposure documentation.
  - e. Respirator medical clearance.
  - f. Respirator fit test results; and
  - g. Other employee health documents.

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

All Contractor personnel must provide documentation regarding the following:

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

(CDC) guidelines.

ii. Recommended Immunizations

Individuals employed by the Contractor in a custody or detention environment are at significant risk for acquiring or transmitting Hepatitis B, measles, mumps, rubella, varicella, seasonal influenza, and COVID 19. These diseases are vaccine preventable. Therefore, the following vaccinations are highly recommended for the Contractor's personnel. If staff decline or refuse any of these recommended vaccines, an Immunization Declination Form is required, and the COR must be notified of the refusal. ICE reserves the right to refuse Contractor employees that refuse vaccines.

- a. Hepatitis A.
- b. Hepatitis B; (Note: The U.S. Occupational Safety and Health Administration (OSHA) Blood-borne Pathogens (BBP) Standard requires employers to provide employees at risk of occupational exposure to blood and other potentially infectious material (OPIM) with the Hepatitis B vaccination series. Refer to OSHA regulations [https://www.osha.gov/OshDoc/data\\_BloodborneFacts/bbfact05.html](https://www.osha.gov/OshDoc/data_BloodborneFacts/bbfact05.html)
- c. Varicella.
- d. Measles, Mumps, Rubella (MMR).
- e. Diphtheria, tetanus, a-cellular pertussis (DTAP); and
- f. Annual seasonal influenza.
- g. COVID-19

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

<https://www.osha.gov/law-regs.html> <https://www.osha.gov/Publications/QandA/osha3160.htm>

21. **Standards of Medical Care:** The Contractor is responsible for providing resources for evidence-based standards of medical care which can be used as a guide for treatment of most diagnosed health care concerns. The provider shall establish and make available to the government the vendor's proposed evidence-based standards of medical/mental health care within 90 calendar days from the contract award. See examples of resources below.

- a) Asthma  
IHSC Sample Clinical Practice Guidelines (Attachment 6)
- b) Chemical dependence/ Intoxication/ Withdrawal  
Federal Bureau of Prisons Clinical Practice Guideline: Detoxification of the Chemically Dependent Inmate. See IHSC Operations Memorandum 11-004 dated June 9, 2011, for reference.  
[http://www.bop.gov/resources/health\\_care\\_mngmt.jsp](http://www.bop.gov/resources/health_care_mngmt.jsp)
- c) Diabetes  
Standards of Medical Care in Diabetes—2015 American Diabetes Association  
[http://care.diabetesjournals.org/content/38/Supplement\\_1](http://care.diabetesjournals.org/content/38/Supplement_1)
- d) Epilepsy  
American Epilepsy Society  
[https://www.aesnet.org/clinical\\_resource\\_s/guidelines](https://www.aesnet.org/clinical_resource_s/guidelines)

- e) Gender Dysphoria  
IHSC Sample Clinical Practice Guidelines (Attachment 6)
- f) Hepatitis A and B  
Federal Bureau of Prisons Clinical Practice Guidelines for Hepatitis A, Hepatitis B and Cirrhosis.  
[http://www.bop.gov/resources/health\\_care\\_mngmt.jsp](http://www.bop.gov/resources/health_care_mngmt.jsp)
- g) Hepatitis C  
IHSC Sample Clinical Practice Guidelines (Attachment 6)
- h) HIV  
NIH Guidelines for the Use of Antiretroviral Agents in HIV-1 Infected Adults and Adolescents  
<http://www.aidsinfo.nih.gov/guidelines>
- i) Hypertension  
IHSC Sample Clinical Practice Guidelines (Attachment 6)
- j) Lipids  
2013 American College of Cardiology/American Heart Association Blood Cholesterol Guideline  
2011 American Heart Association Scientific Statement: Triglycerides and Cardiovascular Disease <https://circ.ahajournals.org/content/123/20/2292.full.pdf>
- k) Sickle Cell Disease  
IHSC Sample Clinical Practice Guidelines (Attachment 6)
- l) Tuberculosis  
Tuberculosis Management Control Guide for IHSC Medical Clinics Centers for Disease Control and Prevention <http://www.cdc.gov/tb/publications/guidelines/default.htm>
- m) Depression  
Federal Bureau of Prisons Clinical Practice Guideline: Management of Major Depressive Disorder [http://www.bop.gov/resources/health\\_care\\_mngmt.jsp](http://www.bop.gov/resources/health_care_mngmt.jsp)
- n) Schizophrenia  
Federal Bureau of Prisons Clinical Practice Guideline: Pharmacological Management of Schizophrenia [http://www.bop.gov/resources/health\\_care\\_mngmt.jsp](http://www.bop.gov/resources/health_care_mngmt.jsp)

22. **Quality Assurance (QA) Program:** The Contractor shall implement an internal review and quality assurance program for the purposes of maintaining operations in accordance with the NDS 2019 or any modified version of it published by ICE and NCCHC.

The minimum data inputs for trending, analysis, planning, executing, and assessing the effectiveness of QA- and quality improvement (QI)-related activities and corrective actions will derive from data collected by means of formal incident reports (see below) and the IHSC electronic Quality Medical Care (QMC) Audit tool (Attachment 7). IHSC encourages facilities to collect additional data unique to the facility and its environment for use in their QA program.

The Contractor must complete and forward to the designated IHSC FMC the QMC tool report and an analysis of incident reports (Attachment 8) on a quarterly basis on the 10th of the month following the end of each fiscal year quarter (1st quarter –Oct, Nov, Dec; 2nd quarter-Jan, Feb, Mar; 3rd quarter-Apr, May, Jun; 4th quarter-Jul, Aug, Sept).

The clinical operation will be audited by IHSC every 6 months. This audit will be conducted by a designated IHSC Healthcare professional. In addition to the audit mentioned above the facility will be assessed for maintaining compliance with the NCCHC, ACA, and the NDS 2019 or any modified version of it published by ICE requirements.



The QA program shall include:

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

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

### **Detainee Reporting Requirements**

The service provider shall participate and respond in a timely manner or in accordance with any applicable ICE directives or policies to the reporting requirements requested by ICE and/or IHSC. The following is a list of routine reporting requirements. Routinely the FMC will request any of the following as needed or other reporting as may come up.

1. COVID
2. HIV
3. Hunger Strike
4. Pregnancy
5. Transgender
6. Serious Mental Illness (SMI)/Significant Noncitizen Illness (SDI)
7. Suicide Watches (SW)
8. Hospital Clinical/Administrative Updates
9. Incident Reports
10. Chronic Care List
11. Sick Call Log
12. Medical Grievance Logs
13. Cohorting
14. Durable Medical Equipment (DME)
15. Emergency Room Transfers
16. Fraihat/Vacatures

17. Miscellaneous/Ad Hoc
18. **Environmental Health:** The Contractor shall implement all requirements of the Environmental Health and Safety sections of the current ICE 2019 National Detention Standards 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.
19. **Medical and Public Health Information Sharing Environment (MPHISE):** The MPHISE is an integrated platform for secure data management, collaboration, and analysis of DHS health information and related contextual data. MPHISE allows for data sharing and collaboration across DHS, the Federal interagency, and SLTTP partners. It is designed to support DHS medical and public health operations, including field operations in semi-austere environments. MPHISE is part of a larger portfolio of health IT programs managed by the DHS Office of Health Security. DHS provides necessary training and materials to contractors and ensures the platform's continued functionality and security. DHS will provide training to the vendor.

IHSC will request medical records to ensure continuity of medical care. IHSC meets an exemption from HIPAA which applies to law enforcement officials, Department of Homeland Security, due to ICE having lawful custody of a detainee. Medical records and documentation must include informed consent in the preferred language of the detainee, using language services if necessary to ensure appropriate communication and protection of the patient. Title VI of the Civil Rights Act of 1964, prohibits discrimination based on national origin. Federal law states any health care provider that accepts federal funds must provide interpreter services. When interpreter services are utilized, documentation in the medical records of the company, language used, and interpreter ID number must be included. If a company is not used, the interpreting health care provider's name, title, and language used should be documented in the medical record."

Contractor Obligations:

The contractor shall be required to utilize the DHS MPHISE Electronic Medical Record (EMR) system to document all medical information and data as required by applicable IHSC standards. All medical encounters provided by the contractor shall be documented completely in the EMR, and all medical documents, discharge summaries, hospital records, lab results, and so on, from past records or from outside medical facilities shall be scanned, uploaded, or otherwise re-entered into the EMR. The contractor will provide a list of names of staff that require access to the MPHIS system. The federal government will create user accounts.

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

- a) External Interfaces  
External interfaces will be integrated with the eHR systems as part of agreements between the

Contractor and the external medical support organizations. The Contractor will maintain the agreements with these organizations separately. The Contractor, in conjunction with their external medical support organization, is responsible for maintaining the interfaces to the eHR. The external interfaces that will provide data to the eHR are the following:

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

b) Enterprise License and Support

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

- eHR Enterprise Licenses
- eHR Upgrades & Enhancements
- eHR Patient Portal (meets ICE 2019 National Detention Standards)
- Project Management Support (see subparagraph d)
- System Operations and Maintenance (O&M) Support (see subparagraph e)
- Application Management Services (see subparagraph f)
- Maintain Licenses
- Cloud Provider Management (see subparagraph g)

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

The Contractor shall:

- Provide all Maintenance and Technical Support on Contractor's installed equipment,
- Ensure the services are fully operable, able to stand alone, and able to integrate with ICE's eHR,
- Provide 24/7/365 technical support,
- Provide a 1-800/866 number available for technical support 24/7/365,
- Provide all network capabilities, hardware, and software installation,
- Provide network connectivity. Full connectivity and testing of equipment shall be established and verified prior to the acceptance of detainees, and
- Provide a system that maintains at least a 99% uptime performance rate.

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

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

Data transmission security shall always be maintained.

The Contractor's Health IT solution shall support:

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

c) eHR Applicable Policies and Standards

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

- DHS 4300A Sensitive Systems Handbook
- DHS 4300A Sensitive Systems Policy Directive
- DHS 4300B National Security Systems Handbook
- DHS Management Directive (MD) 4300, IT Systems Security Publication
- DHS MD 4010.2 (DRAFT), Section 508 Program Management Office & Electronic and Information Technology Accessibility
- ICE Technical Reference Model
- ICE Architecture Test and Evaluation Plan
- ICE Enterprise Systems Assurance Plan
- ICE System Lifecycle Management (SLM) Handbook
- ICE Web Standards and Guidelines
- National Institute of Standards and Technology (NIST) Computer Security Resources Center (CSRC) standards, guidelines, and special publications
- Privacy Act of 1974
- Section 508 1194.2, Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220)

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

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

- Health Level Seven International (HL7)
  - <http://www.hl7.org/>
- HIPAA (Health Insurance Portability and Accountability Act of 1996)
  - <http://www.hhs.gov/ocr/privacy/>



- The Joint Commission: National Patient Safety Goals Effective January 1, 2014
  - [http://www.jointcommission.org/assets/1/6/HAP\\_NPSG\\_Chapter\\_2014.pdf](http://www.jointcommission.org/assets/1/6/HAP_NPSG_Chapter_2014.pdf)

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

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

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

d) eHR Project Management Support

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

The Contractor shall:

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

e) eHR System Operations and Maintenance Support

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

The Contractor shall:

- Perform daily backup and recovery for project software and data to include off-site storage as required by ICE.
- Perform application tuning and performance monitoring as directed by ICE.
- Evaluate system log files.
- Maintain databases for storing IHSC data from designated systems and sources.

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

f) eHR Application Management Services

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

- FedRAMP certification must be maintained continuously throughout the life of the contract. If the Contractor (or its FedRAMP provider) loses its FedRAMP certification, the Contractor must report this information to the Government immediately in writing. The Contractor must, within thirty (30) days after losing FedRAMP certification, re-certify or contract with an authorized FedRAMP provider. Failure to comply will result in termination of the contract.
- The eHR data shall be stored solely in a GSA FedRAMP compliant environment (see <http://cloud.cio.gov/fedramp/cloud-systems>). Non-compliant FedRAMP systems shall result in a Factor 1 rating of “unacceptable”. The Contractor shall provide certificate or evidence of compliant FedRamp system. The Contractor shall propose an integrated solution that the eHR software vendor has reviewed and approved for implementation. This effort will include project management, development, testing, and deployment.
- The Contractor shall support Certification and Accreditation (C&A) efforts to ensure Federal Information Security Management Act (FISMA) compliance to ICE.

g) eHR Cloud Provider Management

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

- Maintain FISMA-Moderate Security Compliant cloud requirements for expanded eHR cloud environment
- Meet all SLA performance requirements to include expanded eHR cloud environment
- Maintain all cloud related eHR system components, including application services, database servers, and cloud infrastructure
- Provide project management support, reporting and coordination with facilities, network, security, and ICE.
- Track and resolve incidents.
- Maintain patch release service.

- Overall provisioning and O&M of the servers and associated security equipment.
- Perform rack, stack, and cable management tasks.
- Connect devices to the power grid and network infrastructure as specified by ICE.
- Set up equipment, install server image, and provide basic configuration in accordance with ICE-provided specifications.
- Test and document the basic system.
- Perform component monitoring (host disks, file systems, host processors and memory).
- Install and maintain system-level software.
- Perform system performance tuning.
- Perform operating system (OS) and security patch management, testing, implementation, and reporting.
- Install and maintain OS software
- Provide performance monitoring monthly reports to include monthly CPU average availability for all eHR servers, calculated by (total time– down time) / (total time – maintenance window).
- Provide average sustained monthly peak CPU utilization for all servers, calculated by the (sum of business days that eHR sustained five-minute peak CPU utilization) / number of servers / # business days). Peak utilization shall be defined as 90% or greater CPU utilization.

h) eHR Required Performance Objectives:

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

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

<b>General eHR Minimum Acceptable Quality Levels (AQLs)</b>		
<b>Metric</b>	<b>Unit of Measure</b>	<b>Minimum Acceptable Quality Level (AQL)</b>
Equipment	100% Uptime 24/7/365	>99.0%
	Scheduled downtime for Maintenance	<= 4 hours per month
	Repairs & Technical Support Downtime shall not exceed 4	>99.0%

	hours after notification of problem	
	Mean time between failure (MTBF)	25,000 operating hours
Transition in Continuation of Services	eHR equipment & vendor's staff on site during business hours and after hours as needed 24/7/365	>99.0%
eHR Consultations	24/7/365 availability by phone for consultations regarding critical requests	>99.0%
Daily Volume & Status Report and Monthly Report	Submission of Reports in accordance with requirements	>95.0%
Transition Weekly Status Report	Submission of Report in accordance with requirements	>95.0%

i) eHR Compliance Terms and Conditions

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

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

Section 508 Applicable EIT Accessibility Standards:

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



technology, to fulfill the functional performance criteria.

- 36 CFR 1194.41 Information Documentation and Support applies to all documents, reports, as well as help and support services. To ensure that documents and reports fulfill the required 1194.31 Functional Performance Criteria, they shall comply with the technical standard associated with Web-based Intranet and Internet Information and Applications at a minimum. In addition, any help or support provided in this work statement that offer telephone support, such as, but not limited to, a help desk shall have the ability to transmit and receive messages using TTY.

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

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

### **1.36. Hospitalization of Aliens**

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

### **1.37. Manage an Alien Death**

In the event of an alien 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 alien'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 alien'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 alien's country of legal residence.

### **1.38. Facility Requirements for Infectious Disease Screening**

The contractor will ensure that there is adequate space and equipment to provide medical intake screening including TB screening within the intake processing area.

### **1.39. Airborne Precautions**

In order to prevent the spread of airborne infectious disease or cross contamination of zones within the facility, the HVAC system in the intake screening area shall 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>)

### **1.40. Environmental Health**

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.

### **1.41. Required Administration and Management Services**

#### **1.41.1. Manage the Receiving and Discharge of Aliens**

During the admissions process, aliens must 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 aliens.

The contractor shall ensure aliens are classified appropriately using objective criteria. Aliens will be classified upon arrival, before being admitted to the general alien population. The contractor will periodically re-classify aliens, in accordance with the ICE 2019 National Detention Standards.

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

The contractor shall effectuate departures. Effectuating departure requires contractor employees to perform alien-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 alien(s), when required in a legal setting, deposition, or court of law.

As practicable, aliens shall be provided with a laundered set of their own clothing, or one set of non-institutional clothing and footwear that is weather-appropriate for their destination.

#### **1.41.2. Manage and Account for Alien Assets (Funds, Property)**

The contractor is responsible for all alien personal property (i.e., stolen/misplaced goods due to contractor negligence and/or mishandling of alien personal property). The contractor shall have written policies and procedures in managing personal property.

The safeguarding of 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.

Written procedures shall be established for returning funds, valuables, and personal property to an alien being transferred or released that adheres to the requirements of ICE policy. The contractor shall ensure that all aliens 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 alien. This includes the out-processing of aliens on all removal flights. For such removal flights, the contractor will provide all necessary items for removal processing.

#### **1.41.3. Securely Operate the Facility**

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.

The facility shall have 100% auxiliary power.

#### **1.41.4. 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 ICE 2019 National Detention Standards, 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 10 – Prison Rape Elimination Act Regulations. This program shall include training and/or information that is given separately to both staff and aliens.

#### **1.42. Suicide Prevention**

The contractor shall develop and implement a comprehensive suicide prevention and intervention program in accordance with ICE policy and standards. This program shall include training and/or information that is given separately to both staff and aliens.

#### **1.43. 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 aliens having advanced skills in areas of concern (locksmiths, gunsmiths, explosives, and computers, etc.); narcotics trafficking; mail and correspondences; alien financial information; alien telephone calls; visiting room activity; and actions of high- profile aliens. The contractor shall share all intelligence information with the government.

#### **1.44. ICE Notifications**

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

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

##### **1.44.1. Maintain Institutional Emergency Readiness**

The contractor shall submit an institutional emergency plan that will be operational prior to end of the transition period, in accordance with ICE 2019 National Detention Standards, Standard 1.1 Environmental Health and Safety. The emergency plan shall include provisions for two or more disturbance control teams consisting of at least 12-people on each team. The contractor shall provide protective clothing and equipment for each team member and 20 percent of all additional facility detention officer staff members shall be maintained in a secure location outside the perimeter of the facility. The plan shall receive the concurrence of the COR prior to implementation and shall not be modified without the further written concurrence of the CO.

The contractor shall have written agreements with appropriate state and local authorities that will allow the contractor to make requests for assistance in the event of any emergency incident that would adversely affect the community. Any decision by ICE or other federal agencies to provide and/or direct emergency assistance will be at the discretion of the government. The contractor



shall reimburse the government for all expenses incurred in providing such assistance.

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

The contractor shall obtain the appropriate authority from state or local law enforcement agencies to use force as necessary to maintain the security of the facility.

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

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

The contractor shall restrict access to data information pertaining to ICE aliens to authorized employees with the appropriate clearance who require this information in the course of their official duties. In accordance with the Freedom of Information/Privacy Act, the service provider shall not disclose information obtained pertaining to ICE detainees to a third party without written permission from the COR.

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

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

**1.44.3. Visitation**

The facility's perimeter will ensure that aliens remain within, and that public access is denied without proper authorization. Visitation and/or tours of the facility shall be conducted in accordance with the relevant provisions of ICE 2019 National Detention Standards or as directed by ICE. For the safety and privacy of the aliens, no videotaping or audio recording devices are permitted by visitors or others (including contractor employees) within the secure perimeter without prior approval from ICE. This prohibition does not include, approved closed-circuit television cameras operated by the contractor or the government for security purposes.

**1.44.4. Manage and Maintain an Alien Telephone System (DTS)**

The ICE designated ICE Communication Services (ICS) contractor shall be the exclusive provider of alien communications (phones, tablets) for this facility. The ICS contractor shall be allowed to install vending debit machines and shall receive 100 percent of all revenues collected by sale of prepaid debit services. The ICS contractor shall be responsible for the costs incurred for installation of the equipment, any monthly telephone charges incurred from the operation of DTS, and the maintenance and operation of the system. The contractor shall not be entitled to any commissions, fees, or revenues generated by use of the DTS or the alien telephones.

Telephones shall be in an area that provides for a reasonable degree of privacy and a minimal

amount of environmental noise during phone calls.

If authorized to do so under applicable law, the contractor shall monitor and record alien conversations. If alien telephone conversations can be monitored under applicable law, the contractor shall provide notice to aliens of the potential for monitoring. However, the contractor shall also provide procedures at the facility for aliens to be able to place unmonitored telephone calls to their attorneys.

Telephone rates will not exceed the Federal Communications Commission rates for inmate telephone service, as well as state established rates where applicable, and shall conform to all applicable federal, state, and local telephone regulations.

#### **1.45. Facility Security and Control**

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

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

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

The contractor shall adhere to local operating procedures within each facility.

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

##### **1.45.2. Alien Rights**

The contractor shall supervise, observe, and protect aliens from sexual abuse, discrimination, corporal punishment, personal injury, property damage, harassment, or violation of aliens' civil rights. The contractor shall have a zero-tolerance policy for incidents of sexual abuse or assault.

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

##### **1.45.3. Unauthorized Access**

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

##### **1.45.4. Direct Supervision of Aliens**

The contractor shall provide supervision of all aliens in all areas, including supervision in housing and activity areas, to permit detention officers to hear and respond promptly to emergencies. The contractor shall have direct supervision of each housing unit. This direct supervision position or positions (determined by the size of the housing unit) is separate from the housing control post.

The contractor shall comply with the requirements applicable to detention facilities contained in Subpart A of DHS PREA, specifically §115.13, including the development of alien supervision guidelines that are reviewed annually, as outlined in Attachment 10, Prison Rape Elimination Act Regulations.

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

The contractor shall ensure video surveillance of hallways, exits, and common areas. Additionally, surveillance systems shall be installed and updated in accordance with DHS PREA §115.18(b). A qualified individual shall be responsible for monitoring this system inside and outside the building. Considering that the videos will be recordings of residents who may be seeking asylum or other considerations under U.S. immigration law, the contractor is required to maintain the recordings and may not release them to anyone, unless approved by ICE. The contractor shall retain recordings for a minimum of 90 days, or for the duration of any investigation as necessary for use by local law enforcement, ICE, or the contractor and in accordance with applicable records retention requirements.

#### **1.45.6. Logbooks**

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

- a) Activities that have an impact on the population (e.g., counts, shakedowns, movement, and escorts to and from court).
- b) Shift activities (e.g., security checks, meals, recreation, religious services, property lockers, medical visits).
- c) Entry and exit of vehicles and persons other than aliens, ICE staff, or contractor staff (e.g., attorneys and other visitors).
- d) Fire drills and unusual occurrences.

#### **1.45.7. Reports**

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

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

The contractor shall prepare required orders, instructions, and reports of accidents, security violations, fires, and bomb threats. The reports shall be maintained on file, concerning all activities in connection with duties and responsibilities for the services performed under this

contract. All such records shall be kept using a system with a written policy, which allows the reports to be made available to the government for inspection.

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

#### **1.45.8. Daily Inspections**

Staff shall check all bars, locks, windows, walls, floors, ventilation covers, glass panels, access plates, protective screens, doors, lights, and equipment for operational wear and alien tampering. Staff shall also report slippery floor surfaces. This documentation shall be made daily in a logbook. Problems discovered during these inspections shall be clearly identified in the documentation.

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

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

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

#### **1.45.10. Escapes**

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

- a) The contractor assumes absolute liability for the escape of any alien in its control.
- b) The contractor shall provide written policies and procedures regarding the actions to be taken in the event of an escape. This document must include reporting requirements for all contract employees, escorts, supervisors, and management personnel. These procedures shall meet the approval of the COR, be reviewed at least annually, and updated as necessary.
- c) Escapes shall be grounds for removing the responsible contractor employee(s) from duty if the contractor employee(s) is/are determined by the contractor or the COR to be negligent, reckless, or intentionally responsible for the escape. Notice of removal shall be provided to the CO.
- d) Corrective actions to prevent future escapes or attempted escapes shall be taken immediately and communicated to the COR for approval. A written report of the remedial action shall be due to the COR within 24 hours of an escape or attempted escape.
- e) An escape is deemed an egregious incident and subject to an expedited processing of a contract discrepancy report resulting in a deduction or withholding for any applicable standards violations.

#### **1.45.11. Evacuation Plan**



The contractor shall furnish 24-hour emergency evacuation procedures.

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

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

The contractor shall immediately notify the COR or ICE-designee about all incidents that result in physical harm to or threaten the safety, health, or welfare of any person at the site including job-related injuries. If an alien requires immediate medical attention, the detention officer shall notify the medical provider as well as the COR and/or ICE-designee.

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

The contractor shall submit a monthly injury report summary containing, but not limited to, name, time/date, location, circumstances, care rendered, status, worker's compensation status, and reference to identification of initial report.

#### **1.45.13. Protection of Employees**

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

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

The contractor shall comply with the requirements of the OSHA and all codes and regulations associated with 29 CFR 1910 and 1926. The contractor shall comply with all applicable ICE, federal, state and local laws, statutes, regulations, and codes. In the event there is more than one reference to a safety, health, or environment requirement in an applicable, law, standard, code, regulation, or ICE policy, the most stringent requirement shall apply.

#### **1.45.15. Physical Plant**

The physical plant will be designed in accordance with the objectives of this statement of work. While temporary in nature the facility must provide for the safety and security of staff, detainees, the facility, and personnel assigned to Fort Bliss. Facility design will comply with all requirements of ICE and the Department of Defense. The facility construction, operation, and maintenance shall ensure aliens are housed in a safe, secure, and humane manner. All equipment, supplies, and services shall be contractor-furnished and in operating condition, except as otherwise noted.

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

The facility shall provide housing configurations commensurate with the security needs of the population and overall design of the staging facility. Housing configurations must allow for separation of detainees by classification level and sex in accordance with ICE detention standards. Furnishings and fixtures maintained in each housing area must be appropriate for the security level of the assigned population. The use of semi-rigid and rigid walls will be used to provide enhanced security where necessary throughout the facility. The contractor shall employ appropriate security fixtures and staff supervision to always provide appropriate oversight of detainees to ensure good order of the facility.

A safety program shall be maintained in compliance with all applicable Federal, state and local laws, statutes, regulations, and codes. The contractor shall comply with the requirements of the OSHA and all codes and regulations associated with 29 CFR §§ 1910 and 1926.

Fire alarm systems and equipment – all fire detection, communication, alarm, annunciation, suppression, and related equipment shall be operated, inspected, maintained, and tested in accordance with the edition of the applicable national electrical code and life safety codes under which the facility was permitted at the time of original construction.

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

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

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

#### **1.46. Food Service**

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

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

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

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

##### **1.46.2. Minimum Daily Calories**

The service provider shall follow U.S. Department of Health & Human Services Dietary Guidelines for Americans ([www.dietaryguidelines.gov](http://www.dietaryguidelines.gov)). The minimum daily calorie intake for aliens shall be 2,000 calories a day for women and 2,500 calories a day for men. Beverages and

condiments are not to be counted as part of the daily caloric intake.

## **1.47. Property Accountability**

### **1.47.1. General**

ICE IT Equipment: ICE shall provide and install IT equipment in office spaces for ICE personnel only, to include computer workstations and screens, printers and fax machines. All infrastructure and cabling shall be provided by the service provider in accordance with the Attachment 4 – Structured Cable Plant Standard.

NOTE: ICE IT system must be a complete, independent, and physically separate system from the contractor's IT system. The system shall serve all operational components to include ICE and EOIR.

The contractor personnel shall not permit any government property to be taken away or removed from the premises. The contractor shall enact practices to safeguard and protect government property against abuse, loss, or any other such incidents. Government property shall be used only for official business.

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

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

### **1.47.2. Use of government Wireless Communication Devices**

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

### **1.47.3. Firearms Requirements**

The contractor shall provide staff appropriate training and security equipment to maintain staff safety and good security and order of the facility, in accordance with the applicable security requirements of operating within the confines of Fort Bliss which is under the direction of the Department of Defense. The following requirements related to Firearms and Body Armor are applicable so long as they comply with local policies and procedures of the DOD command structure overseeing Fort Bliss.

The contractor shall provide well maintained or new firearms and maintain enough licensed firearms and ammunition to equip each armed detention officer and armed supervisor(s) with a licensed weapon while on duty. Firearms may be re-issued to replacement employees throughout the life of the contract if the firearm is in serviceable condition. See Attachment 11 – ICE Firearms Policy.

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

Firearms shall be standard police service-type, semi-automatic capable of firing hollow-point ammunition that meets the recommendations of the firearms manufacturer. Ammunition will be factory load only – no reloads. The contractor shall adhere to the manufacturer's specifications regarding ammunition retention, e.g., ammunition shall be properly rotated, and older ammunition utilized prior to utilization of newer ammunition. All firearms shall be licensed by the State. Armed officers are required to obtain a class G license.

The contractor shall provide enough ammunition for each armed detention officer, including uniformed contract supervisor(s); they shall be issued three full magazines.

The contractor shall account for all firearms and ammunition daily. If any weapons or ammunition are missing from the inventory, the COR shall be notified immediately. The contractor shall provide a complete listing of licensed firearms by serial numbers and by each safe location to the COR prior to beginning performance under this contract.

Firearms shall be inspected. This shall be documented by the warden/facility director. Loading, unloading, and cleaning of the firearms shall only take place in designated areas. Firearms shall be carried with the safety on, if applicable, with a round in the chamber.

The contractor shall maintain appropriate and ample supplies of firearms' upkeep and maintenance equipment (cleaning solvents, lubricating oil, rods, brushes, patches, and other normal maintenance tools). The firearms shall be cleaned and oiled as appropriate to ensure optimum operating condition.

The contractor shall obtain and maintain on file appropriate state and municipality permits and weapons permits for each officer.

A copy of this permit shall be provided to the COR at least three working days prior to the anticipated assignment date of any individual. The contractor shall ensure that its employees always have all permits and licenses in their possession while in performance of this contract.

The contractor shall provide safes/vaults for storage of firearms and ammunition, for each location where firearms are issued or exchanged, which meet ICE requirements and are approved for the storage of firearms and ammunition. The COR is responsible for approving the proposed safes/vaults prior to usage. Contract supervisors and guards shall make accurate receipt and return entries on a Firearms and Equipment Control Register. Except when issuing or returning ammunition or firearms, each safe/vault shall always remain locked. The contractor shall change the combination of each safe/vault changed at least once every six months, or more often if circumstances warrant.

The contractor shall certify firearms training to the COR. The contractor shall certify staff



proficiency every quarter.

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

The contractor shall assign one or more contractor staff to the positions of Ammunition control officer and Firearms control officer.

#### **1.47.4. Body Armor Requirements**

The contractor shall provide staff body armor to all armed detention officers and armed supervisor(s). Body armor shall be worn while on armed duty. The body armor shall meet all requirements as set forth in the ICE Body Armor Policy. See Attachment 11 – ICE Firearms Policy.

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

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

The use of personally owned body armor is not authorized.

Additional Equipment: The contractor shall provide the following equipment for each officer performing services under this contract unless prohibited by DOD: Metal handcuffs and a handcuff carrying case.

Handcuffs shall be equal to or better than the basic Smith & Wesson brand. One (1) mini-mag or comparable size, operational flashlight with batteries and a belt holder. Inclement weather apparel appropriate to local conditions. Fully operational protection equipment that meets universal protection requirements. This includes but is not limited to gloves, face masks, ear, and eye protection. Hand restraints, leg restraints and belly chains.

#### **1.48. Records Management**

The contractor shall provide DHS basic records management training for all government contractor employees and subcontractors at the outset of their work on the contract and every year thereafter. A hardcopy of the training will be provided as vendors will not have access to ICE systems. The contractor shall maintain copies of certificates as a record of compliance. The contractor must submit an annual e-mail notification to the COR that the required training has been completed for all the contractor's employees and subcontractors.

The contractor shall treat all federal records (as defined in 44 U.S.C. § 3301) under the contract as the property of the U.S. government for which the agency shall have unlimited rights to use, dispose of, or disclose such data contained therein. Any records containing information regarding detainees are considered Federal records and the contractor shall comply with 8 C.F.R. §236.6. The contractor shall not retain, use, sell, or disseminate copies of any deliverable without the expressed permission of the CO or COR. As consistent with Federal records schedules and the terms of this contract, the contractor shall certify in writing the destruction or return of all government data at the conclusion of the contract or at a time otherwise specified in the contract. Prior to any destruction, the contractor shall consult with the CO

or COR to ensure any such destruction follows the governing National Archives and Records Administration (NARA) records control schedule. The agency owns the rights to all information and records produced as part of this contract.

The contractor shall not create or maintain any records that are not specifically tied to or authorized by the contract using government IT equipment and/or government records. The contractor shall not create or maintain any records containing any government agency data that are not specifically tied to or authorized by the contract.

The government agency owns the rights to all electronic information (electronic data, electronic information systems or electronic databases) and all supporting documentation created as part of this contract. The contractor must deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.

The contractor agrees to comply with Federal records management laws, regulations, and agency policies, including those associated with the safeguarding of records covered by the Privacy Act of 1974, 44 U.S. Code Chapter 31 (Records Management by Federal Agencies), and CFR Title 36 Chapter XII Subchapter B (Records Management). These include the preservation of all records created or received regardless of format, mode of transmission, or state of completion.

No disposition of documents will be allowed without the prior written consent of the C. The agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. Records may not be removed from the legal custody of the agency or destroyed without regard to the provisions of the governing NARA records control schedules. The contractor must report any unlawful or accidental removal, defacing, alteration, or destruction of records to the COR immediately upon discovery.

Upon termination or expiration of the contract, the contractor must return all Federal and agency records created or maintained as part of the contract. These records must be returned to the CO, COR, or other designated agency representative in a format that ensures they are accessible to the agency without the use of proprietary software that requires the agency to engage in additional acquisition or procurement actions.

Prior to the start of the contract, the contractor must submit a Records Plan outlining how it will maintain ICE records throughout the duration of the contract period. The plan must include the following items:

- a) A statement acknowledging awareness of relevant General Records Schedules; DHS records schedules; and ICE records schedules and their intent to comply with the applicable retention requirements. (ICE records schedules can be found at the following link: [Records Control Schedules | National Archives](#))
- b) A summary of recordkeeping activities it plans to undertake to ensure all records are properly maintained during the entire records lifecycle (e.g., creation, disposition, etc.). This summary must include where and how ICE records will be stored in an acceptable climate-controlled environment.
- c) A summary of electronic recordkeeping activities it plans to undertake to ensure compliance with electronic records management (ERM) practices that are currently underway in ICE (e.g., cloud storage, metadata management, etc.). The plan must include details regarding any video/audio records it creates or uses and how they will be stored during lengthy periods of time.
- d) A point of contact for addressing recordkeeping issues and rectifying any discrepancies noted

during a records assessment and/or inspection.

The records plan must be approved by the ICE Records Officer no sooner 30 days before the start of the contract period.

#### 1.49. Deliverables

The following deliverables are required as described below.

#	Deliverable	Due Date
1.	Quality Control Plan	<del>With proposal submission and finalized</del> Within 2+5 days after award; updated as required.
2.	Plans, Policy and Procedures Manual	15 days after award of contract
3.	Standard Operating Procedures	20 calendar days after award
4.	Post Orders	Prior to housing detainees.
5.	Communication Plan	After proposal submission; Updated as needed
6.	Resumes of Key Personnel	As requested by COR
7.	<u>Written</u> Organizational Chart	<del>Within 2 days after award proposal submission and as requested.</del>
8.	<u>Written</u> Staffing Plan	<del>With proposal submission</del> in 2 days after award and as requested by the COR.
9.	Documentation of employee receipt of ICE Operations Policy/Procedure Manual	As requested by COR
10.	Contractor employee certification for standards of conduct	As requested by COR
11.	Contractor employee violation of standards of conduct and disciplinary action	Reported immediately* to COR
12.	Notification of change in employee's health status	Notification immediately to COR (immediate verbal report, with written follow-up)
13.	Employee termination, transfer, suspension, personnel action relating to disqualifying information or incidents of delinquency	Notification immediately to COR (immediate verbal report, with written follow-up)

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



30.	Officer Testing Questions and Results	Post award, as needed by the COR
31.	Key, Tool Cabinet Inventory Class A and Class B Log	At the beginning of day and end of each shift
32.	Equipment Inventory	Within 30 calendar days after award of contract, then annually or as requested by COR
33.	Intervention Equipment Inventory	Within 30 calendar days after award of contract, then annually or as requested by COR
34.	Regular Tool Control Log	Monthly
35.	Safety Devices/Equipment Training Plan	Quarterly
36.	Chemical Perpetual Inventory Sheet	As requested by COR
37.	Compliance and Independent Audit Report	Annually
38.	Key Indicators Report	Monthly, by 5 <sup>th</sup> of each month for previous month's data
39.	General Supply/Inventory Plan	Within 30 calendar days after award of contract, then annually or as requested by COR
40.	Commissary Inventory List	As requested by COR
41.	Statement of Detainee Funds Accounts	As requested by COR
42.	IT Security Plan	Within 20 calendar days after award of contract
43.	Finalized List of Approved Food Vendors	Two weeks prior to accepting detainees and upon any changes thereafter
44.	Prime Vendor/Food Service Expenditures	As requested by COR

45.	Employee Meal Ticket Sales Report	As requested by COR
46.	Number of Meals Served/Daily Meal Count	Quarterly or as requested by COR
47.	Detainee Records	Continuous
48.	Detainee Death	Reported immediately to COR (immediate verbal report, with written report within two (2) hours of incident)
49.	Detainee Departure Documents	Continuous, prior to detainee departing.
50.	35 Day Regular Menu	Monthly
51.	Physical damage to the facility documentation	Immediate verbal report to COR, with written report within five (5) days.
52.	Detainee Special Needs Menu	As requested by COR
53.	Daily Diet List (Medical & Religious)	As requested by COR
54.	Holiday Menus	Annually
55.	Emergency Food Preparation and Service Schedule	Within 30 calendar days of award of contract
56.	Food Service Weekly Inspection Log	Weekly or as requested by COR
57.	Food Handler Certification	Always maintained for all food service employees, and as requested by COR
58.	Food and Non-Food Inventory	Monthly or as requested by COR
59.	Maintenance Service Work Orders	As requested by COR
60.	Common Fare Cost for Detainees	Quarterly, or as requested by COR
61.	Monthly Medical Inspection Corrective Actions	Monthly
62.	Certified Dietician In- Service Staff Training and Department Inspection	Quarterly, or as requested by the COR

63.	Medical Clearance including TB test	For all new employees and after diagnosed with illness or communicable disease. Employees must be re-examined and medically cleared before returning to work. TB test certification annually.
64.	Menu Cycle (Revisions and Registered Dietician Recertification of all menus)	Annually
65.	End of Month Food Service Cost Report, including Cost Per Meal Data	Annually
66.	Surveillance Video	As requested by COR
67.	Detainee or Contractor Employee Contraband Found Report	Immediately to COR (immediate verbal report, with written follow-up)
68.	Staff Vacancy Report	To COR by 5 <sup>th</sup> of each month for previous month's data
69.	Additional Reports as requested by the COR	As needed
70.	Notice of facility readiness	10 days prior to the end of the Transition Period
71.	Records related to performance by contractor	As requested by CO or COR at any time during the term of the contract or at termination/expiration.
72.	Litigation	As requested by CO or COR at any time during the term of the contract or at/after termination/expiration.
73.	Congressional Inquiry	Immediately to COR and CO (immediate verbal report, with written follow-up) to FOD, DFOD, COR, and CO
74.	Press statements and/or releases	To FOD, DFOD & COR prior to release
75.	Correctional Officer assignment, Names of Supervisory Correctional Officers, and Shift Rosters	As requested by COR
76.	Overnight lodging requests	Advance of commencement of overnight trip

77.	Non-returned ID Badges/Credentials	Immediately to COR
78.	Intelligence Information	Immediately to COR
79.	Serious Incidents	Immediately to COR
80.	Contractor Employee Manual	Within 20 calendar days of award of contract and after that anytime as requested by the COR.
81.	Any requested Detainee medical documentation	Immediately to COR
82.	Medical and Personnel Records of Contractor Employees	As requested by COR
83.	Contractor Business Permits and Licenses	Within 30 calendar days of award of contract and after that anytime as directed by COR.
84.	Contractor Employee Registrations, Commissions, Permits, and Licenses	Prior to EOD and then after, as requested by COR
85.	Correctional Officer Post Assignment Record	As requested by COR
86.	Count Records	As requested by COR
87.	GSA Form 139 or ICE equivalent	As requested by COR
88.	Authorization to exceed a change in duty	To COR for approval prior to commencement of change of duty
89.	Lost and found	As requested by COR
90.	Security incidents – computers	To COR within four (4) hours of incident
91.	Daily Detainee Manifest	As requested by COR



92.	Contract Discrepancy Report, Corrective Action Plan, or outcome measures required by any inspection or accreditation review, QASP (see Attachment 13 and 13A) or NDS requirements or any modified version of it published by ICE	As outlined within the requiring document
93.	Spill Report	Immediately to COR
94.	Transition-Out	1 week after notification of transition to new vendor
95.	Operational Data/Metrics Summary	Due within three (3) days of request
96.	Risk Mitigation Chart	Within Proposal Submission 10 days after <u>award</u> , updated as necessary
97.	Firearms Control Register (if applicable)	As requested by COR

*Note: The word “immediately” or “immediate,” as used above in the Deliverables Chart is defined as “as soon as reasonably possible.” The contractor should use prudent and reasonable judgement to determine the timeframe necessary to notify the government as defined above based on the situation, but it should not exceed a reasonable timeframe to notify the government. Given the urgency of this requirement timeframes in this chart are subject to change per direction of the CO or COR.*

The CO or COR will provide written acceptance, comments and/or change requests, if any, within thirty (30) business days from receipt by the government of the initial deliverable.

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

## **1.50. Personnel Background Security Requirements**

### **1.50.1. General**

The United States Immigration and Customs Enforcement (ICE) has determined that performance of the tasks as described in this contract requires that the Contractor, subcontractor(s), vendor(s),

etc. (herein known as contractor) have access to sensitive DHS information, and that the contractor will adhere to the following.

#### **1.50.2. Preliminary Fitness Determination**

ICE will exercise full control over granting, denying, withholding or terminating unescorted government facility and/or sensitive Government information access for contractor applicants/employees, based upon the results of a Fitness screening process. ICE may, as it deems appropriate, authorize and make a favorable expedited preliminary Fitness determination based on preliminary security checks. The preliminary Fitness determination will allow the contractor employee to commence work temporarily prior to the completion of a Full Field Background Investigation. The granting of a favorable preliminary Fitness shall not be considered as assurance that a favorable final Fitness determination will follow as a result thereof. The granting of preliminary Fitness or final Fitness shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by ICE, at any time during the term of the contract. No employee of the contractor shall be allowed to enter on duty and/or access sensitive information or systems without a favorable preliminary Fitness determination by the Office of Professional Responsibility (OPR), Personnel Security Division (PSD). No employee of the contractor shall be allowed unescorted access to a Government facility without a favorable preliminary Fitness determination by OPR PSD. Contract employees are processed under 5 CFR 731 dated December 18, 2024, and DHS Instruction 121-01-007, Revision 2, dated August 10, 2024, or successors thereto; those having direct contact with Detainees will also have 6 CFR § 115.117 considerations made as part of the Fitness screening process. Sexual Abuse and Assault Prevention Standards implemented pursuant to Public Law 108-79 (Prison Rape Elimination Act (PREA) of 2003)).

#### **1.50.3. Contractor Employee Fitness Screening**

Screening criteria under DHS Instruction 121-01-007, Revision 2, dated August 10, 2024, Personnel Security, Suitability and Fitness Program, dated June 14, 2017, or successor thereto, and Title 5, CFR part 731, dated December 18, 2024, that may exclude contractor employees from consideration to perform under this agreement includes:

- Misconduct or negligence in employment;
- Criminal conduct;
- Material, intentional false statement or deception of fraud in examination or appointment;
- Dishonest conduct;
- Excessive alcohol use, without evidence of 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);
- Violent conduct; and
- Any other nondiscriminatory reason that an individual's employment (or work on a contract) would not protect the integrity or promote the efficiency of the service.

Screening criteria under 6 CFR § 115.117 (Sexual Abuse and Assault Prevention Standards)

implemented pursuant to Public Law 108-79 (Prison Rape Elimination Act (PREA) of 2003) or successor thereto, that WILL exclude contractor employees from consideration to perform under this agreement includes:

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

Subject to existing law, regulations and/or other provisions of this Agreement, undocumented noncitizens shall not be employed by the contractor.

#### **1.50.4. Position Designation**

IAW Title 5, CFR part 731, dated December 18, 2024, and 5 CFR 1400. Agencies are required to designate position risk and sensitivity level for all contractor employees to determine the commensurate level of background investigation. The public trust risk of a position is the assessment of the degree of potential damage to the efficiency or integrity of the service that could arise from misconduct by the incumbent in the position.

Therefore, once the contract is awarded and before the vendor starts submitting personnel for security vetting, the contractor will provide, through the Contracting Officer's Representatives (CORs) a list of all positions, to include titles and specific description of the duties for each of positions assigned to support the contract.

#### **1.50.5. Background Investigations**

Contractor employees (to include applicants, temporary, part-time and replacement employees) under the contract, needing access to sensitive information and/or ICE Detainees, shall undergo a position sensitivity analysis based on the duties everyone will perform on the contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. Background investigations will be processed through OPR PSD. Contractor applicant/employees are nominated by a Contracting Officer Representative (COR) for consideration to support this contract via submission of the DHS Form 11000-25 and ICE Supplement to the DHS Form 11000-25 to OPR PSD. This contract shall submit the following security vetting documentation to OPR PSD, through the COR, within 10 days of notification of initiation of an Electronic Application for Background Investigations (eAPP), or successor thereto, in the Office of Personnel Management (OPM) automated on-line system:

1. Standard Form 85P (Standard Form 85PS (with supplement to 85P required for those with direct contact with detainees or armed positions)), "Questionnaire for Public Trust Positions" form completed online and archived by the contractor applicant/employee in their NBIS eAPP account.
2. Signature Release Forms (Three total) generated by NBIS eAPP upon completion of Questionnaire (e-signature recommended/acceptable). Completed online and archived by the contractor applicant/employee in their NBIS eAPP account.

3. Electronic fingerprints taken at an approved facility **OR** two (2) SF 87 Fingerprint Cards (current revision) sent to OPR PSD. Additional information regarding fingerprints will be sent to the contractor applicant/employee from OPR PSD.
4. Optional Form 306 Declaration for Federal Employment. This document is sent as an attachment in an e-mail to the contractor applicant/employee from OPR PSD.
5. Social Security Administration 89 form (SSA-89): Authorization for the Social Security Administration (SSA) to Release Social Security Number (SSN) Verification. This document is sent as an attachment in an e-mail to the contractor applicant/employee from OPR PSD.
6. If occupying PREA designated position: Questionnaire regarding conduct defined under 6 CFR § 115.117 (Sexual Abuse and Assault Prevention Standards). This document is sent as an attachment in an e-mail to the contractor applicant/employee from OPR PSD.
7. One additional document may be applicable if the contractor applicant/employee was born abroad. If applicable, the document will be sent as an attachment in an e-mail to OPR PSD from the contractor applicant/employee.

Contractor employees who have an adequate, current investigation by another Federal Agency may not be required to submit complete security packages; the investigation may be accepted under transfer of trust. The questionnaire related to 6 CFR § 115.117 listed above in item 5 will be required for positions designated under PREA. OPR PSD will determine if personnel meet transfer of trust requirements at the initial stage of processing and prior to requesting a new security questionnaire.

With respect to break-in-service requirements for transfer of trust, OPM removed the 24-month break-in-service provision. This requirement is replaced with a new process, established in the Federal Personnel Vetting Investigative Standards issued by the Suitability, Credentialing, and Security Executive Agents, which expands this window of time up to sixty months using a tiered, risk-based approach of graduated levels of investigation.

IAW 5 CFR 731 and E.O. 13764, the fixed five-year periodic reinvestigation for public trust positions and national security positions will soon be eliminated and only once personnel are enrolled in a continuous vetting program. Therefore, PSD will continue the reinvestigation process until this process is completed.

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

To ensure adequate background investigative coverage, contractor applicants/employees must currently reside in the United States or its Territories. Additionally, contractor applicants/employees are required to have resided within the United States or its Territories for three or more years out of the last five (ICE retains the right to deem a contractor applicant/employee ineligible due to insufficient background coverage). This timeline is assessed based on the signature date of the standard form questionnaire submitted for the applied position. Contractor employees falling under the following situations may be exempt from the residency requirement: 1) work or worked for the U.S. Government in foreign countries in federal civilian or military capacities; 2) were or are dependents accompanying a federal civilian or a military employee serving in foreign countries so long as they were or are authorized by the U.S. Government to accompany their federal civilian or military sponsor in the foreign location; 3) worked as a contractor employee, volunteer, consultant or



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

Only U.S. citizens and Legal Permanent Residents are eligible for employment on contracts requiring access to DHS sensitive information unless an exception is granted as outlined under DHS Instruction 121-01-007, Revision 2, dated August 10, 2024. Per DHS Sensitive Systems Policy Directive 4300A, only U.S. citizens are eligible for positions requiring access to DHS Information Technology (IT) systems or positions that are involved in the development, operation, management, or maintenance of DHS IT systems, unless an exception is granted as outlined under DHS Instruction 121-01-007, Revision 2, dated August 10, 2024.

#### **1.50.6. Continued Eligibility**

ICE reserves the right and prerogative to deny and/or restrict facility and information access of any contractor employee whose actions conflict with fitness standards contained in DHS Instruction 121-01-007-01, Chapter 3, paragraph 6.B or who violate standards of conduct under 6 CFR § 115.117. The CO or their representative can determine if a risk of compromising sensitive Government information exists or if the efficiency of service is at risk and may direct immediate removal of a contractor employee from contract support.

OPR PSD will conduct periodic reinvestigations every five years, or when derogatory information is received, to evaluate continued fitness of contractor employees.

The Federal Government is transitioning to Trusted Workforce (TW) 2.0. TW 2.0 is a whole-of-government background investigation reform effort overhauling the personnel vetting process by creating a government-wide system that allows transfer of trust across organizations. All contractor employees will be subjected to the transition and will be enrolled into continuous vetting at a date to be determined and via a to be determined continuous vetting system. Enrollment will include multiple requirements from all personnel and potential changes to processes, procedures, and systems. This contract will comply with all requirements that facilitate the mandated transition to TW 2.0.

#### **1.50.7. Required Reports**

The contractor will notify OPR PSD, via the COR providing an ICE Form 50-005, Contractor Employee Separation Clearance Checklist, of all terminations/resignations of contractor employees under the contract within five days of occurrence to the [ICEDepartureNotification@ice.dhs.gov](mailto:ICEDepartureNotification@ice.dhs.gov). The contractor will return any expired ICE issued identification cards and building passes of terminated/resigned employees to the COR. If an identification card or building pass is not available to be returned, a report must be submitted to the COR referencing the pass or card number, name of individual to whom issued, the last known location and disposition of the pass or card. The COR will return the identification cards and building passes to the responsible ID Unit.

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

reported.

The contractor will provide, through the COR, a quarterly report (on a Microsoft Excel Spreadsheet) containing the names of contractor employees who are actively serving on their contract. The list shall include the Name, Position and SSN (Last Four) and should be derived from system(s) used for contractor payroll/ voucher processing to ensure accuracy. This list is what ICE Industrial Security uses to reconcile the contract quarterly.

CORs will submit reports to [REDACTED] no later than the 10th day of each January, April, July and October.

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

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

DHS Management Directive 11042.1, DHS Policy for Sensitive Information:  
[https://www.dhs.gov/sites/default/files/publications/Management%20Directive%2011042.1%20Safeguarding%20Sensitive%20But%20Unclassified%20%28For%20Official%20Use%20Only%29%20Information\\_0.pdf](https://www.dhs.gov/sites/default/files/publications/Management%20Directive%2011042.1%20Safeguarding%20Sensitive%20But%20Unclassified%20%28For%20Official%20Use%20Only%29%20Information_0.pdf);

ICE Policy 4003, Safeguarding Law Enforcement Sensitive Information:  
<https://www.ice.gov/node/64612>

Any unauthorized disclosure of information will be reported to [REDACTED]

#### **1.50.8. Security Management**

The contractor shall appoint a senior official to act as the corporate security officer. The individual will interface with OPR PSD through the COR on all security matters, to include physical, personnel, and protection of all Government information and data accessed by the contractor.

The COR and OPR shall have the right to inspect the procedures, methods, and facilities utilized by the contractor in complying with the security requirements under this contract. Should the COR determine that the contractor is not complying with the security requirements of this

contract, the contractor will be informed in writing by the CO of the proper action to be taken to effect compliance with such requirements.

#### **1.50.9. Information Technology Security**

When sensitive government information is processed on department telecommunications and automated information systems, the contract company agrees to provide for the administrative control of sensitive data being processed and to adhere to the procedures governing such data as outlined in DHS MD 4300.1, Information Technology Systems Security (or its replacement).

Contractor employees must have favorably adjudicated background investigations commensurate with the defined sensitivity level.

Contractor employees who fail to comply with department security policy are subject to having their access to department IT systems and facilities terminated, regardless of if the failure results in criminal prosecution. Any person who improperly discloses sensitive information is subject to criminal and civil penalties and sanctions under a variety of laws (e.g., Privacy Act).

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

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

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

All personnel who access department information systems will be continually evaluated while performing these duties. System Administrators should be aware of any unusual or inappropriate behavior by personnel accessing systems. Any unauthorized access, sharing of passwords, or other questionable security procedures should be reported to the local Security Office or Information System Security Officer (ISSO).

### **1.51. Transition**

#### **1.51.1. Transition-In**

The contractor shall be responsible for the transition of all activities identified in this PWS. The contractor's transition-in shall be accomplished as expeditiously as possible, with a maximum transition-in period of 30 days after contract award. The transition-in process shall not adversely impact the work being done by the outgoing contractor. It shall be conducted in a manner consistent

with safe operation requirements. The contractor shall submit a final transition-in plan for approval by the COR within two (2) weeks after award reflecting input from the COR as well as all necessary activities to facilitate the transition of services to the contractor and expected completion dates of those activities. All activities must be completed during transition periods. The transition-in plan shall address, at a minimum, the following areas:

- a) Inventory and orderly transfer of all government equipment and property, if applicable.
- b) Transfer of documentation.
- c) Transfer of current project activities.
- d) Workplace logistics and staffing plan: Identification of the key personnel transition team members by name, position, EOD, clearance, start date, and responsibilities.
- e) Coordination of knowledge transfer sessions with the incumbent contractor.
- f) Favorable EOD for all Contractor staff from the ICE PSU.
- g) Coordination of transition with COR and local field office.
- h) Any additional information required by other clauses contained in this contract.

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

#### **1.51.2. Transition-Out**

The contractor shall be responsible for the transition-out of all technical activities identified in this PWS during the final, awarded period of performance. The contractor shall submit the transition-out plan one (1) month prior to the completion of the period of performance of this contract or upon direction of the CO. The contractor's transition-out plan shall be approved by the COR. The contractor shall complete the transition by the end of the period of performance of this contract. The transition-out plan shall address, at a minimum, the following areas:

- a) Inventory and orderly transfer of all government equipment and property, if applicable.
- b) Briefing on all in-progress and committed items.
- c) Any additional information required by other clauses contained in this contract.

The contractor shall fully support the transition of all requirements to any successor to ensure no disruption in operational services. The contractor will return the government provided site to its original condition at the conclusion of this contract and under a timeframe agreed to by ICE.

#### **1.52. Detention Facility Robotics Process Automation (RPA)**

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

Once completed, the Detention-Transportation Template must be submitted to both the ERO Field Office Contracting Officer Representative (COR) and the ERO RPA Team Mailbox (erorpa@ice.dhs.gov). Please also note that the requirement for submission of the Detention-Transportation Template is prior to and in addition to the invoice submission requirement already included in this contract. Please note that Detention-Transportation Template updates may be requested by the COR and will require timely resubmission to the COR and the ERO

RPA Team Mailbox. The Government reserves the right to update the detention facility invoice



process, templates or other related documents, in order to fix issues, expand capabilities, and improve performance of the reconciliation process.

## **2.0 Glossary**

**ADMINISTRATIVE SEGREGATION:** A form of separation from the general population used when the continued presence of the alien in the general population would pose a threat to life, property, self, staff, or other aliens or to the security or orderly running of the facility. This housing status also includes aliens 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.

**ADULT LOCAL DETENTION FACILITY (ALDF):** A facility which detains persons over the age of 18.

**BED-DAY:** The total billable cost to the government to maintain and house one alien for one day. Bed-day means an alien 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.

**BED-DAY RATE:** The rate charged for each individual alien 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 Performance Work Statement (PWS).

**BOOKING:** A procedure for the admission of an Immigration and Customs Enforcement (ICE) alien, 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 alien into ICE systems upon receiving the alien.

**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.

**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.

**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.

**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:

-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, an alien found in possession of hard contraband could face disciplinary action or criminal prosecution.

-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.

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.

CONTRACTING OFFICER'S REPRESENTATIVE (COR): Employees of the government responsible for monitoring all technical aspects and assisting in administering the contract.

CONTRACTOR: The entity, which provides the services, described in this PWS.

CONTRACTOR EMPLOYEE: An employee of a private contractor hired to perform a variety of detailed services under this contract.

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.

CREDENTIALS: Document providing primary source verification including education, training, licensure, experience, board certification, and expertise of an employee.

DEPARTMENT OF HOMELAND SECURITY (DHS): A department of the U.S. government, which includes ICE.

DEPARTMENT OF JUSTICE (DOJ): A department of the U.S government, which includes the Executive Office of Immigration Review (EOIR), the Federal Bureau of Investigation (FBI), the federal BOP, and the U.S. Marshals Service.

DESIGNATED SERVICE OFFICIAL: An employee of ICE designated in writing by the ICE Field Office Director to represent ICE on matters pertaining to the operation of the facility.

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.

DETAINEE RECORDS: Information concerning the individual's personal, criminal, and medical history, behavior, and activities while in custody, including, but not limited to:

- Alien, Personal Property
- Receipts, Visitors List, Photographs
- Fingerprints, Disciplinary Infractions
- Actions Taken, Grievance Reports, Medical
- Records, Work Assignments, Program Participation
- Miscellaneous Correspondence, etc.

DETENTION OFFICERS: Contractor's uniformed staff members responsible for the security, care, transportation, and supervision of aliens during all phases of activity in a detention facility. The officer is also responsible for the safety and security of the facility.

DETENTION OVERSIGHT UNIT (DOU): The purpose of the ICE DOU 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 aliens and staff.

DIRECT SUPERVISION: A method of alien management that ensures continuing direct contact between aliens and staff by posting an officer(s) inside each housing unit. Officers in general housing units are not separated from aliens by a physical barrier. Officers provide frequent, non-scheduled observation of and personal interaction with aliens.

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.

DISCIPLINARY SEGREGATION: A form of separation from the general population made for disciplinary reasons. This form of segregation may be used only after a finding by a disciplinary hearing panel that the detained individual is guilty of a prohibited act or rule violation.

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.

EMERGENCY CARE: Care for an acute illness or unexpected serious health care need that cannot be deferred until the next scheduled sick call.

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 aliens who are in the U.S illegally.

ENTRY ON DUTY (EOD): The first day the employee begins performance at a designated duty station on this contract.

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.

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 record of decision (ROD).

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.

EXECUTIVE OFFICE OF IMMIGRATION REVIEW (EOIR): An agency of DOJ. The primary mission

of the 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.

FACILITY: The physical plant and grounds in which the contractor's services are operated.

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.

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.

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.

FLIGHT OPERATIONS UNIT (FOU): The FOU is the principal mass air transportation and manages government and contract flights.

GOVERNMENT: Refers to the U.S. government.

GRIEVANCE: A written complaint filed by an alien with the facility administrator concerning personal health/welfare or the operations and services of the facility.

HEALTH AUTHORITY: The physician, health administrator, or agency on-site that is responsible for health care services pursuant to a written agreement, contract, or job description.

HEALTH CARE: The action taken, preventive and therapeutic. To provide for the physical and mental well-being of the alien population. Health care may include medical services, dental services, mental health services, nursing, personal hygiene, dietary services, and environmental conditions at the facility.

HEALTH CARE PERSONNEL: Duly licensed individuals whose primary duties are to provide health services to aliens in keeping with their respective levels of health care training or experience.

HEALTH UNIT (HU): The physical area in the facility and organizational unit set-aside for routine health care and sick call. The HU is the designated part of the facility for the delivery of care to aliens on an ambulatory or observation basis.

ICE HEALTH SERVICE CORPS (IHSC): The ICE Health Service Corps serves as the medical authority for ICE on a wide range of medical issues, including the agency's comprehensive alien health care program.

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.

IMMIGRATION AND CUSTOMS ENFORCEMENT (ICE): A law enforcement agency within the U.S. Department of Homeland Security.

INCIDENT REPORT: A written document reporting an event, such as minor disturbances, officer



misconduct, any alien rule infraction, etc.

JUVENILE DETAINEE: Any alien under the age of eighteen (18) years.

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.

LIFE SAFETY CODE: A manual published by The National Fire Protection Association specifying minimum standards for fire safety necessary in the public interest.

LOGBOOK: The official record of post operations and inspections.

MAN-HOUR: Man-hour means productive hours when the required services are performed. Only productive hours can be billed and invoiced.

MEDICAL 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 alien record: date and time of all medical examinations; and copies of standing or direct medical orders from the physician to the facility staff.

MEDICAL SCREENING: A system of structured observation and/or initial health assessment to identify newly arrived aliens who could pose a health or safety threat to themselves or others.

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.

MOBILIZATION: Mobilization costs proposed by offerors shall be one-time costs inclusive of all startup costs, all stand-up of facilities, infrastructure, temporary facility construction, site preparation, logistics, materials, utilities, and starting labor etc. required for a complete “turnkey” facility.

NON-CONTACT VISITATION: Visitation that restricts aliens from having physical contact with visitors using physical barriers such as screens and/or glass. Voice communications between the parties are typically accomplished with telephones or speakers.

NON-DEADLY FORCE: The force a person uses with the purpose of not causing or which would not create a substantial risk of causing death or serious bodily harm.

OFFICE OF PROFESSIONAL RESPONSIBILITY, PERSONNEL SECURITY UNIT (OPR-PSU): The ICE office which implements a component-wide personnel security program.

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 aliens for hearings, ICE interviews, medical watches, and any other location requested by the COR.

PAT DOWN SEARCH: A quick patting of the alien’s outer clothing to determine the presence of contraband.

PERFORMANCE WORK STATEMENT (PWS): That portion of the contract, which describes the services to be performed under the contract.

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 American Society for Testing and Materials (ASTM) 1527-13.

POLICY: A definite written course or method of action, which guides and determines present and future decisions and actions.

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.

PREVENTIVE MAINTENANCE: A system designed to enhance the longevity and/or usefulness of buildings and equipment in accordance with a planned schedule.

PROCEDURE: The detailed and sequential actions that must be executed to ensure that a policy is implemented. It is the method of performing an operation or a manner of proceeding on a course of action. It differs from a policy in that it directs action required to perform a specific task within the guidelines of that policy.

PRODUCTIVE HOURS: These are hours when the required services are performed and can be billed.

PROJECT MANAGER: Contractor employee responsible for on-site supervision of all contractor employees, with the authority to act on behalf of the contractor. The Project Manager cannot simultaneously serve in the role of manager and detention officer or supervisory detention officer.

PROPERTY: Refers to personal belongings of an alien.

PROPOSAL: The written plan submitted by the contractor for consideration by ICE in response to the solicitation.

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.

QUALITY ASSURANCE: The actions taken by the government to assure requirements of the PWS are met.

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 (QC) 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 validates that the contractor is complying with ERO-mandated quality standards in operating, maintaining, and repairing detention facilities.

QUALITY CONTROL (QC): The contractor's inspection system which covers all the services to be performed under the contract. The actions that a Contractor takes to control the production of services so that they meet the requirements stated in the contract.

QUALITY CONTROL PLAN (QCP): A contractor-produced document that addresses critical operational performance standards for services provided.

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.

RELIEF FACTOR: Indicates how many persons it takes to fill a single job position for a single shift, considering vacation, sick leave, training days, and other types of leave.

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 alien population of the facility.

RESTRAINT EQUIPMENT: This includes but is not limited to handcuffs, belly chains, leg irons, straitjackets, flexi cuffs, soft (leather) cuffs, and leg weights.

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.

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.

SECURITY DEVICES: Locks, gates, doors, bars, fences, screens, hardened ceilings, floors, walls, and barriers used to confine and control aliens. In addition, electronic monitoring equipment, security alarm systems, security light units, auxiliary power supply, and other equipment used to maintain facility security.

SECURITY PERIMETER: The outer portions of a facility, which provide for secure confinement of aliens.

SECURITY RISK – HIGH, MEDIUM, LOW:

-High-Risk Level – (Level 3) Aliens exhibit behavioral problems, or manifest a pattern of such behavior, or have a history of violent and/or criminal activity. These aliens may not be co-mingled with low custody aliens.

-Medium High-Risk Level – (Level 2) Aliens exhibit minor behavioral problems or have a history of nonviolent criminal behavior. These aliens have a history of violent or assaultive charges, convictions, institutional misconduct, or those with gang affiliation.

-Medium Low-Risk Level – (1.5) Aliens with no history of violent or assaultive charges or convictions, no institutional misconduct, and no gang affiliation.

-Low-Risk Level – (Level 1) Aliens exhibit no behavioral problems and have no history of violent criminal behavior. This level may not include any alien with a felony conviction that included an act of physical violence. Low-risk level aliens may not be co-mingled with high custody aliens.

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 Alien records are considered sensitive information.

SIGNIFICANT EVENT NOTIFICATION REPORT: A written document reporting a special event (e.g., the use of force, use of chemical agents, discharge of firearms).

SPECIAL MANAGEMENT UNIT: A housing unit for aliens removed from the general population, whether voluntary (i.e., detainee requested) or involuntary (i.e., facility initiated).

STRIP SEARCH: An examination of an alien's naked body for weapons, contraband, and physical abnormalities. This also includes a thorough search of all the individual's clothing while not being worn.

SUITABILITY CHECK: Security clearance process for contractor and all contractor Employees to determine favorable suitability to work on a government contract.

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.

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.

TRANSPORTATION COSTS: The cost of all materials, equipment, and labor necessary to respond to requests by designated officials for secure movement of aliens from place to place necessary for processing, hearings, interviews, etc.

TRAVEL COST: Cost inclusive of lodging and meals and incidental expenses 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.

WEAPONS: This includes but is not limited to firearms, ammunition, knives, slappers, Billy clubs, electronic defense modules, chemical weapons (mace), and nightsticks.