

# **Department of Homeland Security**

## **U.S. Customs and Border Protection**



### **Statement of Work (SOW)**

#### **Southwest Border (SWB) Armed Facility Guard Services**

**October 19, 2024**

(revised 11/14/2023)

## **1 INTRODUCTION**

### **1.1. BACKGROUND**

CBP anticipates the imminent cessation of authorities to expel non-citizen Single Adults (SA) and Family Units (FMU) conferred from the Centers for Disease Control and Prevention (CDC), commonly referred as Title 42 (T42). According to the DHS Office of Immigration Statistics, after the cessation of T42, CBP may encounter an estimate of 9,000 non-citizens daily and as high as 18,000 non-citizens along the SWB. The increased encounter numbers will likely exacerbate current critically high in-custody numbers across the SWB and cause further strain in transportation, detention, escort, and security (TEDS) functions across all CBP Sectors and Field Offices. This contract will provide Facility Guard services across the SWB.

### **1.2 SCOPE**

The goal of this SOW is for the provision, operation, and management of the protection of detainees for Department of Homeland Security (DHS), U.S. Customs and Border Protection (CBP). Armed facility guard services will be primarily needed at locations within the Southwest Border (SWB), and for this need in Laredo and McAllen, TX designated Border Patrol facilities, highway checkpoints, hospitals, and temporary holding facilities.

The Contractor shall provide armed Facility Guard services on a 24-hour basis, including all weekends and holidays with three (3) shifts of eight (8) hours each. CBP defines a detainee as any person regardless of citizenship or nationality who is detained by CBP or any other law enforcement agency. Facility guard services include escort and guard services of detainees in CBP custody while at a medical treatment facility, courtrooms, temporary holding facilities, and other guard services performed for the health and welfare of the detainee(s) as directed by the Contracting Officer Representative (COR) or a Task Order Monitor (TOM) designated by the Contracting Officer (CO). Guard assignments and staffing levels will depend on the levels of detainee processing at the locations involved. Any additional guards can be authorized only by the CO, through coordination with the COR. No overtime or Temporary Duty (TDY) is contemplated.

The required services supporting CBP will be performed in the six CBP locations, within their areas of responsibility to include Border Patrol stations, highway checkpoints, hospitals, and temporary holding facilities. (See attached spreadsheet for baseline locations and expected guard hours.) These facilities are a mix of government facilities and third-party contractor owned/operated facilities.

The Contractor shall be prepared to respond to unexpected situations, such as flooding, fires, or national incidents, if emergency evacuation support is needed by the Government. The Contractor would then follow the Occupant Emergency Plan of the respective facility.

Throughout this Statement of Work (SOW), the functional title of the contractor position that will perform the required services will be referred to as:

**Armed Facility Guard** – services include escort and guard services of detainees in DHS custody while at a medical treatment facility or other DHS facilities. These duties shall include, but are not limited to, monitoring detainees in custody, serving detainees prepared meals provided by the Government, searching holding cells for weapons or contraband, conducting limited pat-downs, and other guard services as directed by the COR or a TOM designated by the CO.

CBP is looking for operational responsiveness in guard service scheduling for each Sector. Flexibility will be demonstrated through accomplishment of ad hoc changes to specific facility guard tasks and schedule changes to meet changing operational requirements. The Contractor shall provide full and complete cooperation for any data requests, inquiry or investigation conducted by the Government in relation to this work.

#### **1.4 FACILITY GUARD DUTIES**

Armed Facility Guards will be assigned to strategic locations such as entry, egress, and other areas to observe and restrict the movement of detainees, to and from authorized areas within CBP assigned facilities and at medical facilities where applicable. Duties will include, but are not limited to:

- **Security at CBP Facilities** – providing security at CBP facilities, including soft-sided facilities, walking escort of detainees, housing unit, processing pod security.
- **Hospital Watch** - providing security/escort at local medical facilities, for the duration of the detainee's hospital care, restricting unauthorized public access to detainees.
- **Detention Searches** - performing searches of detainees in CBP custody in accordance with CBP TEDS standard including, immediate pat downs of individuals in custody before they board for transport, placing or removing handcuffs or restraint devices on individuals in custody, and property oversight of detainee personal property, documents, and medications.
- **Supplemental Security** - providing security in various environments to include holding cells occupied by detainees in CBP facilities.
- **Transportation Security** – provide security in various transportation environments, including but not limited to vans, buses, and flightline operations. To include assisting in the management of subjects in CBP custody being transported by CBP employees and other contractors. This responsibility does not include the contractor providing transportation vehicles for subjects in CBP custody or requiring the contractor to provide personnel with commercial driver licenses with passenger certification. Armed facility guards will not be responsible for driving transportation vehicles.
- **Entry Control** - aiding with authorizing access to CBP owned or managed detention facilities entry/exit-control points.
- **Welfare Checks** - physically observing detainees in holding areas and assessing safety and well-being while pending processing or transportation. These checks are required every 15 minutes and are required during the period a detainee is in CBP custody.

Armed Facility Guards will either report to the facility where guard duties will be completed, or directly to the hospital where they will be completing hospital watch. Guards reporting directly to a hospital facility will be expected to travel to the facility not to exceed 40 miles from their

normally assigned duty location. Guards will assume custody of detainee from the transporting agent/officer or authorized designee. Detainees under hospital watch shall not be without guard at any time. If for any reason the guard needs to leave the detainee, he/she must first contact the Contractor supervisor and obtain a relief guard. Contract employee must have cellular communication capabilities when working off-site such as during transportation or hospital watch duties to communicate with contracting supervisor.

The Contractor may be required to travel for TDY in support of the requirements set forth under the SOW. This Government directed travel shall be accomplished as a cost reimbursable item, coordinated through, and approved by the Contracting Officer and COR. Prior to travel, the contractor shall obtain approval and authorization from the Government COR five working days in advance of the scheduled travel date. The Contractor is responsible for making all necessary travel arrangements. All travel expenses and reporting shall be conducted in accordance with the Federal Travel Regulations (FTR) 31.205-46. Attention to FTR guidance on airfare, hotels, per diem limits based on the region or city is advised.

Upon completion of any travel, the contractor representative is required to submit a trip report within 10 working days after return from the trip.

The Contractor shall be reimbursed in accordance with Federal Acquisition Regulation (FAR) 31.205-46, as applicable to this contract, Costs incurred for lodging, meals and incidental expenses shall be reimbursed only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations (for travel in the conterminous United States) and the Joint Travel Regulations (for travel in Alaska, Hawaii, Puerto Rico, and territories and possessions of the United States).

Non-reimbursable Travel: Travel expenses of any kind incurred for personal convenience between home and Contractor's business location (or, in the case of subcontractor personnel, home and the subcontractor) will not be reimbursed. Costs for travel to and from assigned site locations involving the Contractor or Subcontractor personnel assigned to USBP will not be reimbursable under this contract. Any questions concerning DHS / CBP travel policy shall be directed to the CO before costs are incurred.

All duties will be assigned daily by the shift CBP Supervisor.

## **1.5 RULES AND REGULATIONS**

The Contractor shall abide by all rules and regulations governing Armed Facility Guard performance. The rules and regulations are found in the following sources:

1. CBP Policy:
  - a. CBP Standards of Conduct
  - b. Non-Disclosure Agreement (NDA)
  - c. CBP Policy, Use of Force and Use of Restraints.
  - d. CBP Policy, National Standards on Transport, Escort, Detention, and Search.
  - e. CBP Handbook, Personal Search.



- f. DHS PREA standards (found at 6 C.F.R. Part 115 and <http://www.gpo.gov/fdsys/pkg/FR-2014-03-07/pdf/2014-04675.pdf>).
2. Post Orders.
3. General Directives.
4. All rules and regulations governing public buildings and grounds.
5. All regulations provided to the Contractor through the COR.
6. The Contractor must maintain, in full force effect, at the Contractor's expense, during the period of performance, adequate public liability and property damage insurance coverage for protection against liability arising from performance and work under this SOW. A copy must be furnished to the COR before work start.
7. The Contractor must acquire and maintain throughout the duration of the contract period, the sufficient and legally required insurance coverage for itself, Contractor employees, Contractor agents, as pertains to third parties and their property by such employees and/or agents. The result of all incidents regarding damages and/or losses to the Government shall be reported to the COR, within one business day of the occurrence or discovery by the Contractor.

## **1.6 CONFLICTS OF LAWS OR STANDARDS**

In the event of a conflict between two or more laws or standards, the more stringent standard shall apply unless the CO specifically directs otherwise in writing. If the Contractor is unable to determine which law or standard is more stringent, the Contractor should consult the CO who will make a determination.

## **1.7 REQUIREMENTS AND STANDARDS**

All personnel must be properly certified for their assignments in accordance with federal, state, and local jurisdiction requirements. Contractors must abide by firearms regulations, qualifications, and training standards for the state in which they plan to perform their assignments. The Contractor must determine the number of annual refresher training hours that is required to maintain 'currency' based upon personnel being properly licensed and certified for their assignments in accordance with federal, state, and local jurisdiction requirements.

The Contractor must ensure that 100% of all personnel are licensed and certified for their assignments. Contractor maintains records available for Government audit upon request.

### **1.7.1 Policies and Procedures Compliance:**

The Contractor shall comply with all management policies and procedures to ensure that detainee escapes and repatriation of pre-processed detainees do not occur. Should a reportable event occur, the subsequent investigation by the Contractor, as accepted by the Government, must find that Contractor personnel followed all policies and procedures established to prevent detainee escapes and repatriation of pre-processed detainees to avoid negative contract administration consequences, such as a less than favorable CPARS report.

### **1.7.2 Safety Record**

Contractor will ensure personnel injuries do not occur. Should an uncontrollable or unforeseen

event occur, any subsequent investigation by Contractor, as verified by Government, must demonstrate that Contractor personnel followed all policies and procedures established to prevent vehicle mishaps and personal injuries to all (government employees, detainees, public).

### **1.7.3 Monthly Sector Facility Guard Plan**

Prepare a Monthly Facility Guard Plan which details the guard resources and schedules needed to meet required performance requirements for the upcoming month. These reports shall update the previous month's deployment plan to account for adjustments based on operational decisions and priorities made by the Government but not to the extent that changes or adjustments will require additional staff. All adjustments or changes must remain within the total labor operational hours allotted to each sector and will not incur additional resources without written authorization from the CO.

### **1.7.4 Facility Guard Security Objectives at Medical Facilities**

The Contractor shall provide Armed Facility Guards to secure physical custody of detainees at medical facilities from the time the Contractor accepts custody of the detainees from a Government Agent/Officer or authorized designee until custody of the detainees are properly transferred back to a Government Agent/Officer. Adequate secure custody of detainees always requires physical control of the detainee. The physical control of the detainee shall be sufficient to prevent escape, especially where the detainee is not restricted within the confines of a detention facility (cell) or restrained using restraining devices. The Contractor is responsible for always maintaining constant guard and observation of detainees, in accordance with the following:

A minimum of one Facility Guard per detainee are required for the purposes of maintaining security unless a situation in Use of One vs. Two-Armed Facility Guards applies. The TOM shall have the authority to determine an increase in the amount of contracted Armed Facility Guards when necessary. A ratio of Guards may be determined by the TOM to guard multiple detainees within an immediate area. The configuration of the medical facility and a risk assessment by the TOM may also alter the ratio of Guards for detainees needed to ensure compliance with hospital policy.

At least one Guard should be of the same gender as the detainee in custody. If not operationally feasible, the TOM shall be consulted for further direction. These duties will be coordinated with and at the direction of the TOM, or designated representative.

All existing forensic policies of the medical facilities should be followed. Furthermore, Guards must comply with any additional policies or standards regarding medical facilities that are provided to the Contractor by the Government during the period of performance.

Unless approved by a CBP supervisor, no detainees are allowed visitors that are unrelated to the direct provision of medical care or services to the detainee. Questions regarding visitors shall be directed to the TOM when on-duty, and alternatively, to an On-Duty-Supervisor (ODS). The Guards shall not interfere in any medical care that is provided by the facility.

Accept all detainees to be guarded throughout the delivery of medical treatment at a medical

facility unless the Contractor notifies the Government that the Contractor has concerns guarding a particular individual and reasons for the concern. If concerns regarding a detainee are raised, immediate notification of the COR or TOM via the established communication protocol for further guidance is required. In exceptional cases, the TOM or ODS may decide that a detainee is unsuitable for Contractor guard services. Detainees may be considered unsuitable for Armed Facility Guards for a variety of reasons, such as the potential for violence, whether the detainee is deemed a high risk for an escape attempt, and/or notoriety (i.e., witnesses to serious crimes). If a detainee is considered unsuitable for Contractor guards by the TOM or ODS, the detainee will be guarded by Government Agents/Officers. The TOM or ODS may revise an initial determination of Contractor guard suitability at any time and effect the corresponding change in guards at a practicable time. At no time shall a detainee be without guard service.

### **1.7.5 Detainee Personal Property Management**

The Contractor maintains 100 percent accountability and control for detainees' personal effects that are to be disposed of by the agency or returned to an owner or authorized agent later. The Contractor may be required to collect and handle the personal effects of detainees at the location of detention.

Detainees shall not have access to any personal baggage or packages while in CBP custody.

The Contractor maintains 100 percent accountability and control for detainees' personal effects. The following policy guidance applies:

1. Detainees' personal property shall be thoroughly searched by the Contractor prior to accepting the property. Any personal property owned by a detainee that is entering a facility will be searched by the contractor, unless directed by management to exclude any particular items from searching.
2. Detainees' personal property shall remain secured in accordance with local property handling procedures.
3. The Contractor may implement an internal policy that enhances the current government policy above to ensure effective management of detainees' personal property.

In cases when detainees are transported out of the facility via transport vehicle, Armed Facility Guards shall ask each detainee whether he or she has in his or her possession funds, valuables, and other personal property, and follow the guidelines below:

1. If a detainee answers "yes," he or she may board the vehicle.
2. If a detainee claims missing funds, valuables, or personal property, the detainee shall remain at the facility until completion of the required paperwork. Paper copies of the completed forms are sufficient documentation for the transfer to proceed.
3. The Contractor will help in preparing detainees, including their property. This assistance includes, but is not limited to, valuable property accountability, bagging and tagging detainee property, and maintaining accountability for the property in accordance with established procedures.

4. Staff from the original facility shall include on each Form I-216, in the "checked baggage" section, the I-77 numbers found on the Property form, to be verified by the receiving facility staff.

## **1.8 DEFINITIONS**

Adult Detainee – Any detained undocumented subject 18 years of age or older or anyone adjudicated in a criminal court to constitute an adult.

Classification – A process for determining the needs and requirements of those detainees for whom confinement has been ordered and for assigning them to housing units and programs according to their needs and existing resources.

Contraband – Any item possessed by a detainee or found within the facility, which is declared illegal by law, or expressly prohibited, by CBP or the Contractor. Contraband may include, but is not limited, to the following: drugs and alcohol; sharp objects or hardware that could be fashioned into a weapon; perishable foods that may pose health or spoilage problems; and printed materials that incite to riot, agitate the population, or otherwise cause safety and security problems.

Contract Detention Facility (CDF) – Refers to Contractor owned, and Contractor operated facilities for housing detainees.

Contract Specialist (CS) – CBP employee responsible for contract compliance, contract administration, cost control, and reviewing the COR's assessment of the Contractor's performance.

Contracting Officer (CO) – The CBP employee empowered to award, amend, administer, and terminate contracts. The CO also assesses Contractor performance.

Contractor – The firm, individual or entity, following contract award, with whom CBP enters a contract. The provider of services described in the SOW.

Contractor Employee – An employee of a private contractor hired to perform a variety of detailed services described in the SOW.

Contracting Officer's Representative (COR) – The CBP employee(s) appointed by the Contracting Officer to monitor and clarify all technical aspects of the SOW, assess Contractor performance, certify invoices for payment, and assist the CO in administration.

Credentials – Documents 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 United States Government, which includes CBP.

Designated CBP Official – CBP employee/official, such as a TOM, who has been approved by the



CO to assist the COR to monitor and provide operational direction to the Contractor.

**Detainee** – Any person confined under the auspices and the authority of any federal agency, primarily the DHS.

**Detainee Records** – Information concerning the detainee's personal, criminal, and medical history, behavior, and activities while in custody, including but not limited to detainees' personal property receipts, visitor list, photographs, fingerprints, records of disciplinary infractions and actions taken, grievance reports, miscellaneous correspondence, and forms prescribed as necessary by CBP or other federal agencies.

**Direct Supervision** – A method of detainee management that ensures continuing contact between detainees and staff by posting a guard(s) inside each selected area. Guards in these areas are not separated from the detainees by a physical barrier. Officers provide frequent, non-scheduled observation of and personal interaction with detainees.

**Emergency** – Any significant disruption of normal facility procedure, policy, or activity caused by riot, strike, escape, fire, 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)** – Program within ICE primarily responsible for the detention and removal of undocumented non-citizens in the country illegally. ERO is the program directly involved in the oversight of private detention facilities whose primary mission is to detain and house undocumented non-citizens who are deemed removable.

**Entry on Duty (EOD)** – The first day the employee begins performance at a designated duty station under this SOW.

**Facility Guard** – Contract uniformed employees responsible for the security, care, and supervision of detainees in DHS custody.

**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.

**Grievance** – A written complaint filed by a detainee.

**Health Authority** – The physician, health administrator, or agency onsite 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 detainee 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 detainees in keeping with their respective levels of healthcare training or experience.

Noncitizen – Any person who is not a citizen or native of the United States of America.

Inter-Governmental Service Agreement (IGSA) – Refers to an agreement between CBP and a state or local government or a recognized Native American Tribe for facilities for the housing of detainees.

Juvenile Detainee – Any detained undocumented non-citizen under the age of 18 years unless the juvenile has been determined to be emancipated in an appropriate state judicial proceedings or is an individual who has been incarcerated due to a conviction for a criminal offense as an adult.

Medical Records – Separate records of all detainees' medical examinations, diagnoses, and treatments maintained by the Division of Immigration Health Services.

On-Call Posts – Non-permanent posts decided as necessary by the COR.

Physician – An authorized practitioner who is a graduate from a recognized college of medicine or osteopathy and licensed by the appropriate state board.

Policy – A definite written course or method of action that guides and determines present and future decisions and actions.

Procedure – The detailed and sequential actions that are 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.

Project Manager – Contractor employee responsible for onsite 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 guard or supervisory guard.

Property – Refers to personal property belonging to a detainee including valuables and medicine(s).

Proposal – The written plan submitted by the Contractor for consideration by CBP in response to the Request for Proposal (RFP).

Restraint Equipment – This includes handcuffs and leg restraints.

Safety Equipment – Fire-fighting equipment, including, but not limited to, chemical fire extinguishers, hoses, nozzles, water supplies, alarm systems, first aid kits, and stretchers.

Sensitive Information – Any information which could affect the national interest, law enforcement activities, the conduct of federal programs, or the privacy to which individuals are entitled under Title 5, U.S. Code, Section 552a. All detainee records are considered sensitive

information.

Service Processing Center (SPC) – Refers to Immigration and Customs Enforcement (ICE)-owned and Contractor-operated facilities for housing detainees.

Statement of Work (SOW) – Document describing an outline of required tasks, setting expectations for the contract, and includes all work performed and a schedule of deliverables under the contract. The SOW sets the baseline against which progress, and subsequent contractual changes (if any) are measured.

Suitability Check – Background investigation process for Contractor and all Contractor employees to determine suitability to work.

Supervisor – This is a designated and trained individual assigned by the Contractor to manage every seven to ten (7-10) Armed Facility Guards at a designated CBP location assigned. Where greater than ten (10) Armed Facility Guards are assigned, the Contractor may need to assign two supervisors at one CBP location. At CBP locations with less than six (6) Armed Facility Guards present, the Contractor ***is not required*** to provide a designated supervisor. Supervisors are tasked with, but not limited to, the following:

- (1) accountability of Armed Facility Guards at all times in any given shift,
- (2) enforcing CBP policies, plans and procedures among his/her Armed Facility Guards,
- (3) reporting to the senior CBP agent/officer any violations to CBP policies, plans and procedures committed by any contracted Armed Facility Guards,
- (4) reporting any illness, injury, or death of a contract facility guard immediately to the TOM and CBP facility supervisor,
- (5) overseeing the safety, well-being, and morale of its assigned Armed Facility Guards,
- (6) ensuring Armed Facility Guards and supervisors wear the proper uniform and conduct themselves in a professional manner while performing their duties at a CBP facility or at a designated hospital, and
- (7) compliance with all SOW requirements. Supervisors will report directly to the CBP facility supervisor and TOM at the beginning and end of each given shift. Supervisors are expected to also fulfill guard duties in accordance with this SOW.

Tour of Duty – Hours that Armed Facility Guards are on duty. Contractor tours of duty will comply with all current federal, state, and local regulations.

Training – An organized, planned, and evaluated activity designed to achieve specific learning objectives. Training may occur onsite, in an academy or training center, at an institution of higher learning, through contract services, 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.

Weapons – This includes, but is not limited to, firearms, ammunition, knives, batons, chemical munitions, and electronic control weapons (tasers).

## **2 GENERAL ADMINISTRATION, ORGANIZATION, AND MANAGEMENT**

The Contractor shall provide a safe and secure environment for staff and detainees through effective and continuously monitored program management.

## **2.1 STAFFING PLAN AND KEY PERSONNEL**

### **2.1.1 Policies and Procedures and Staffing Plan**

The Contractor shall staff positions in accordance with its proposed staffing plan that has been accepted by the Government and propose a Policies and Procedures Manual addressing:

- organization
- recruiting procedures
- opportunities for equal employment
- qualifying for jobs, job descriptions, responsibilities, salaries, and fringe benefits
- screening employees for illegal drug use
- holidays, leave, and work hours
- personnel records, employee evaluations, promotion, and retirement
- training
- standards of conduct, disciplinary procedures, and grievance procedures
- resignation and termination and,
- employee-management relations.

The Contractor shall describe the number of candidates with guard cards/state licenses and how the Contractor will meet e-QIP submission requirements.

### **2.1.2 Supervisory Staffing**

The Contractor shall provide for the satisfactory supervision of its employees at all times. The Contractor shall provide the COR with the names of Supervisory Armed Facility Guards designated by the Contractor. If supervisors are changed during the period of performance, the COR will be notified as soon as possible, and shall be provided an updated list. CBP shift supervisors (OFO and Border Patrol) will give task assignments and shift requirements to Contractor Supervisors for execution.

### **2.1.3 Key Personnel**

The Contractor shall have key personnel performing services before the end of the transition period. Key personnel include the National Program Manager, Sector Program Manager (will also include managing Field Office support), and any others identified by the Contractor in their proposal.

Contractor shall include key positions identified by CBP and positions proposed by the Contractor. Contractors must provide resumes and letters of commitment for all key personnel proposed. The Government may designate additional Contractor personnel as key at the time of award.



The Contractor shall propose candidates for review and approval by CBP prior to placing the individual into the position, including initial candidates and subsequent substitutes or replacements. The Government may, at its sole discretion via the Contracting Officer (CO), direct the Contractor to remove any Contractor employee from DHS or CBP facilities for misconduct or security reasons. Removal does not relieve the Contractor of the responsibility to continue providing the services required. The CO will provide the Contractor with a written explanation to support any request to remove an employee.

The Contractor shall submit candidate information showing how the candidate's education, relevant licenses/certification, experience, employment history, and specific expertise meet the needs of each key personnel slot as part of the staffing plan. Specific experience relevant to this work must be clearly indicated, including the organization, state or federal agency, nature of the project or system, when the experience was gained, and references provided upon the CO's request.

The Contractor shall provide resumes for any key personnel to the COR, if there are any changes after the contract award. The Contractor will provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the COR. Proposed substitutes should have comparable qualifications to those of the person(s) being replaced. The Contractor will present the COR with resumes of candidates for additional key positions as required. The COR, through the CO, will notify the Contractor of the decision on substitutes within three calendar days after receipt of all required information.

Once the COR provides the CO concurrence of any employee assigned to perform key duties under this SOW, the CO will provide notification to the Contractor.

The Contractor shall dedicate key personnel to this project for 100 percent of their time and efforts. Key personnel will not be assigned to any other projects or contracts while employed on this project.

#### **2.1.4 Employee Standards**

All employees shall meet the highest standards of professionalism and personal integrity. Standards of professionalism include competency, training, appearance, and behavior.

The Contractor must perform a comprehensive pre-employment screening of all employees to include at a minimum, the following: psychological testing, honesty and integrity testing, employment verification, identity verification, criminal records check, credit check, driver's license check, and pre-employment and random drug screening.

Upon award of the contract and/or the notification of CLIN(s) to be exercised, the Contractor will within forty-five (45) days, provide the total number of personnel and required Shift Supervisor(s) and/or Authorized Designee(s) to the location(s). The Contractor will ensure the following requirements are met for all personnel within the timeframe indicated:

- Recruitment and screen personnel to ensure basic eligibility has been met

- Following Contractor's screening, submit completed BIRD and FCRA to USBP for initial vetting within one (1) day
- Personnel possessing BIs to which reciprocity is granted, will be allowed no more than fourteen (14) days to report to the USBP identified facility for orientation/training. The fourteen (14) day requirement may be extended by USBP to onboard multiple Armed Facility Guards and conduct structured orientation/training.
- Request access and submit Electronic Questionnaires for Investigations Processing (e-QIP) ensuring the following:
  - All required information in e-QIP is accurately completed and submitted within seventy-two (72) hours of receipt of the e-QIP invitation
  - Inaccuracies in e-QIP are corrected within forty-eight (48) hours from rejection notice. Multiple submissions containing inaccuracies and/or failure to address identified inaccuracies will constitute removal from consideration
  - Fingerprints must be submitted within no more than five (5) days of receipt of e-QIP invitation
  - All required documents identified by CBP Office of Professional Responsibility (OPR) and Workforce Management Division (WMD) have been submitted
  - Denials/rejections from WMD and/or OPR that can be remedied by providing documentation will be submitted within forty-eight (48) hours from rejection notice.
- Within seventy-two (72) hours of notification that individual(s) did not meet BI and/or vetting requirements, the Contractor shall provide a substitution meeting the above criteria.
- If the employment of Armed Facility Guards is terminated, or they are no longer are employed by the Contractor, the Contractor shall provide a personnel substitution meeting the aforementioned criteria within seventy-two (72) hours.
- Upon notification that BI/vetting of an applicant is completed, the Contractor employee will be allowed no more than fourteen (14) days to report to the USBP identified facility for orientation/training. The fourteen (14) day requirements may be extended by USBP to onboard multiple Armed Facility Guard and conduct structured orientation/training.

Per DHS Instruction Handbook 121-01-007 and Executive Order 13488, Contractor employees requiring access to CBP facilities, sensitive information, or information technology resources are also required to have a favorably adjudicated CBP background investigation prior to commencing work on the contract unless the requirement is waived by the CBP Office of Professional

Responsibility (OPR), Personnel Security Division, (PSD). PSD has responsibility for the initiation, scheduling, and final suitability determination of all contract staff.

A completed background investigation must include information on various aspects of the contractor employee's life, e.g., employment, education, residences, law enforcement checks, credit history, national agency check, and a personal interview. The COR shall ensure that all contractor applicants requiring a background investigation submit forms and documentation requested by CBP to initiate the background investigation. This may also include fingerprint submission. The process shall commence with the submission of a Background Investigation Requirements Document (BIRD) and a Fair Credit Reporting Act Disclosure (FCRA) submitted by the COR to PSD. PSD will then advise whether a prior investigation exists that meets or exceeds CBP requirements. If one does not, PSD will notify the CO that a full background investigation must be conducted, and all required forms must be submitted. If granted by PSD, a Provisional Clear can allow the Contractor to enter on duty (EOD) based on the successful completion of pre-employment investigation checks and a favorable review of the submitted forms while the full background investigation is adjudicated. When a contractor employee is found unsuitable by PSD, it is understood that the individual cannot perform work on CBP contracts. For further details see Appendix A e-QIP Process Implementation Plan Requirements.

## **2.2 MEETINGS**

The Project Manager shall participate in CBP management meetings as required by the COR. A post-award contract kick-off meeting conducted virtually will be held shortly after the award; all key personnel shall be required to attend.

## **2.3 WEEKLY STATUS REPORT**

Provide a Weekly Status Report on contractor performance and related issues. The Contractor shall provide the Government, upon request, all the data submitted in the weekly status report. The report shall include the location where the guard services were provided, the number of hours being billed, reportable incidents and the time and dates of the billed hours.

Reports are to be validated by the Contractor by the close of business on Monday for the preceding work week (Monday through Sunday). For Mondays that fall on a holiday, the following day will suffice. Reports shall contain all contract performance activities and related metrics prescribed in this SOW.

Additionally, reports shall include the results of any inspections conducted by law enforcement authorities, the status of all incidents, and mitigation actions required in the performance of the contract. Weekly Status Reports must be submitted in a format that is exportable to PDF or Microsoft Word/Excel format. All documentation shall be retained by the Contractor throughout the duration of the period of performance and will be available for audit/inspection upon request.

## **2.4 SEPARATION PROCEDURES**

In accordance with Customs Directive No. 51715-006, "Separation Procedures for Contractor Employees," the Contractor is responsible for ensuring that all separating employees complete relevant portions of Customs Form 242 – Contractor Employee Separation Clearance. This requirement covers all Contractor employees who depart while a contract is still active (including resignation, termination, etc.) or upon final contract completion. Failure of a Contractor to properly comply with these requirements shall be documented and considered when completing Contractor performance reports.

## **2.5 TRANSITION-OUT MANAGEMENT**

The Contractor shall develop and implement a three-month Transition-Out Plan for the end of the period of performance. The transition is to be transparent and seamless to the customers and detainees with no breaks in service availability while maintaining existing security, service quality, contract support, performance levels, and an orderly transition of assets. CBP expects the SWB Facility Guard Service transition-out task to be coordinated, integrated, and initiated with the successor Contractor transition-in tasks prior to the end of the period of performance and with sufficient time to make that seamless transition.

**Phase In/Phase out Period:** To minimize any decreases in facility guard services, the Contractor shall have personnel (cleared through both the Contractor's pre-employment screening and CBP's Tier IV Background Investigation) on board as soon as they are available. For the Phase Out Period, when the period of performance is complete and/or when Contractor personnel will no longer be employed on this project, a three (3) month phase out period will be afforded to avoid disruptions in facility guard services.

## **3 PERSONNEL**

The Contractor shall employ personnel whose qualifications are commensurate with job responsibilities and authority levels. The Contractor shall ensure that employees meet the standards of competency, training, appearance, behavior, and integrity.

Professionalism, safety, and security are demonstrated through licensing, certification, and qualification of staff. The proficiency demonstrated by these activities are needed to ensure the safety and security of mission support for the contract staff, detainees, and all others with whom they come in contact.

### **3.1 EMPLOYEE CONDUCT AND GROOMING**

The Contractor shall develop and propose standards of employee conduct and corresponding disciplinary actions.

All employees shall certify in writing that they have read and understand the Contractor standards. The Contractor shall maintain a record of this certificate.

The Contractor shall hold employees accountable for their conduct based on these standards, which are not restricted to, but shall include:



- Employees shall not display favoritism or preferential treatment to one detainee or group of detainees over another
- Employees shall not discuss or disclose information from detainee files or immigration cases, except when required to perform the duties under this SOW.
- The employee shall not interact with any detainee except in a relationship that supports the approved goals of the SOW. Specifically, employees shall not receive nor request any personal (tangible or intangible) gift, favor, or service from any detainee, any detainee's family, or associate no matter how trivial the gift, favor, or service may seem, for themselves or any members of their family. In addition, the employee shall not give any gift, favor, or service to detainees, detainee's family, or associates
- The employee shall not enter into any business relationship with detainees or their families (e.g., selling, buying, or trading personal or real property)
- The employee shall not have any outside or social contact with any detainee, his or her family, or associates, except for those activities which are part of the facility program and part of the employee's job description
- All employees shall immediately report to the Project Manager or CBP Supervisor any violation or attempted violation of these standards
- 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. Failure on the part of the Contractor either to report a known violation or to take appropriate disciplinary action against offending employee or employees shall subject the Contractor to appropriate action; and,
- The Contractor shall not employ any person who is currently an employee of any federal agency or whose employment would present an actual or apparent conflict of interest.

#### Grooming Standards

##### Hair

Unless a waiver is granted by the Contractor for medical, religious, or cultural reasons, the following standards apply:

- Male: Hair will be neat, trimmed and properly groomed. Hair will not cover more than the top half of the ear, nor extend beyond the bottom of the shirt collar. Hair will not be worn in extreme or faddish styles. Hair will not interfere with the proper wearing of issued headgear. Hair ornaments are prohibited.
- Female: Hair shall be neat, natural in color and conservatively styled. Hair shall be arranged so that it does not extend below the shoulder. Hair will not interfere with the proper wearing of issued headgear. Conservative hair ornaments are permitted.

##### Facial Hair

- Facial hair will be no longer than 1 inch in length unless a waiver is granted for medical, religious, or cultural reasons. Facial hair will be trimmed and well groomed. Facial hair will not be worn in any extreme or unconventional styles. Absent the existence of facial hair, the employee must present a clean-shaven face; this requirement shall not be misconstrued to prevent an employee an opportunity to grow facial hair, or groom, shape

and maintain facial hair. Ungroomed beard stubble is not considered neat, clean, and professional.

#### Fingernails

- Male: Fingernails shall not extend beyond the fingertips. False fingernails and polish are prohibited.
- Female: Fingernails shall not extend more than ¼ inch beyond the fingertips. Fingernails must be well manicured and clean at all times.

#### Cosmetics

- (Female Only) Only cosmetics which are conservative in color and amount shall be permitted.

#### Jewelry

- Rings: Officers shall wear no more than two rings. Rings must not be likely to catch on other objects and shall be no larger than standard university or college rings. Engagement and wedding rings count as one ring.
- Necklaces: Necklaces must be concealed (not visible) while wearing the uniform.
- Earrings: Male: Prohibited. Female: May wear plain, stud-type earrings no more than ¼-inch in diameter. Wearing of more than two pairs is prohibited.
- Bracelets: Prohibited except for medical alert bracelets.
- Watches: May wear one conservatively styled watch. Watchband will be gold, silver, black, or dark blue in color. Bracelet-style watches are prohibited.

#### Eyewear

- Will be conservative in style and color. Neon, mirrored, or brightly colored frames are not authorized. Straps may be worn if they are black in color.

#### Body Piercing

- May not be visible.

#### Tattoos/Brands

- Must be concealed if obscene, racially motivated, or gang related.

#### Body Alterations

- Intentional alterations are prohibited.

### **3.2 PERSONNEL QUALIFICATION STANDARDS**

The Contractor shall ensure each employee has a valid social security card issued by the Social Security Administration.

The Contractor shall ensure each employee is a United States citizen and possess a high school diploma or equivalent (General Education Development (GED)).

In addition, each contract employee shall meet the following requirements to the satisfaction of the COR:

- All employees shall be a minimum of 21 years of age
- All employees shall have at least one year of experience as a law enforcement officer, corrections officer, or military police officer, a period of active-duty military experience (with an honorable discharge), or six months of experience as a security officer engaged in functions related to detaining civil or administrative detainees; and,
- Employees shall have at least one year of general experience that demonstrates the following:
  - The ability to greet and deal tactfully with the public
  - The ability to understand and apply written and verbal orders, rules, and regulations
  - Literacy and the ability to understand and implement printed rules and regulations, detailed written orders, training instructions, and materials
  - The ability to write reports
  - Good judgment, courage, alertness, an even temperament, and the ability to render satisfactory performance through knowledge of his or her position responsibilities; and the ability to maintain poise and self-control during situations that involve mental stress, such as fires, explosions, civil disturbances, and building evacuations.

### **3.3 HEALTH REQUIREMENTS**

The Contractor is responsible for providing Armed Facility Guards who can perform the requirements of this SOW in accordance with CBP Policy, and federal, state, and local requirements for Armed Facility Guards, including reasonable accommodations where appropriate.

### **3.4 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 CO, immediately remove the employee from performing duties under this SOW. The Contractor shall revoke the employee's identification credentials and complete any required dispositions. Disqualifying information includes, but is not limited to, the following:

- Conviction of a felony, a crime of violence, or a misdemeanor
- Possessing a record of arrests for continuing offenses
- Falsification of information entered on suitability forms
- Non-payment of court ordered payments (child support, liens, etc.) or excessive delinquent debt as determined by a credit check
- Misconduct or negligence in prior employment that 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
- Alcohol abuse of a nature and duration which suggests that the employee 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; and,

- Illegal use of narcotics, drugs, or other controlled substances without evidence of substantial rehabilitation.

CBP may direct the Contractor to remove any employee who has been disqualified for security reasons or being found unfit to perform their duties as determined by the COR or the CO. Once the COR has informed the Contractor in writing of the disqualification, separation of the employee from this contract is considered to have taken place as of that date.

The Contractor shall act immediately and notify the COR when the employee is removed from duty.

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

1. Violation of the Rules and Regulations Governing Detention Facilities., 6 CFR Subpart A
2. § 115.10 Coverage of DHS immigration detention facilities.
3. Neglect of duty, including sleeping while on duty, loafing, unreasonable delays, failure to carry out assigned tasks, conducting personal affairs during official time, and refusing to render assistance.
4. Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records.
5. Theft, vandalism, or any other criminal actions.
6. Possessing, selling, consuming, or being under the influence of intoxicants, drugs, or substances that produce similar effects.
7. Unethical or improper use of official authority or credentials.
8. Unauthorized use of communication equipment or government property.
9. Misuse of equipment.
10. Violations of security procedures or regulations.
11. Recurring tardiness.
12. Possession of alcohol or illegal substances while on duty.
13. Undue fraternization with detainees as determined by the COR.
14. Repeated failure to comply with visitor procedures as determined by the COR.
15. Performance, as determined through investigation by the CO, involving negligence, misconduct, lack of diligence, good judgment, or good common sense resulting in, or contributing to, a detainee escape.
16. Failure to maintain acceptable levels of proficiency or to fulfill training requirements.
17. Changes in an employee's ability to meet the physical and/or mental health requirements of this SOW that cannot be reasonably accommodated, as determined by the Contractor.
18. A Contractor employee who is under investigation by any law enforcement agency will be removed from duties ~~relating to any agreement that CBP utilizes for Armed Facility Guards~~ pending outcome of the investigation.



### **3.5 DUAL POSITIONS**

The SOW allows for an individual to simultaneously serve as a contract Facility Guard and Supervisory Facility Guard, unless serving as Project Manager. The supervisory position responsibilities shall be executed in a manner that does not interfere with the daily requirements of the specific Facility Guard duties.

### **3.6 PERSONNEL RECORDS**

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 kept current for the duration of the employee's tenure under this project. The files shall contain verification of training, experience, and credentials for all employees performing duties under this SOW.

### **3.7 UNIFORMS**

These requirements apply to Armed Facility Guards who perform work under this SOW.

The design and color of the Contractor's uniforms shall not be similar to those worn by CBP officers (dark navy blue) or agents (drab green).

All guards performing under this SOW shall wear uniforms of the same style and color while on duty. Lettered breast badges and cap insignia shall indicate the rank of authority and be prominently displayed as part of each uniform.

A shoulder patch on the left shoulder should identify the Contractor. Each guard shall wear an identification name plate over the right breast shirt pocket bearing the officer's last name in large readable font. The officer shall not wear any other identification of the Contractor on the uniform.

Uniforms and equipment do not have to be new but shall be in good condition and meet the standards at the start of a shift. Guards who are not in proper uniform shall be considered "not ready for duty/not on duty" until properly uniformed. All uniforms shall be clean, neat, pressed, odor free, and in good order.

The Contractor shall provide the following uniform items for each officer performing services under the SOW:

- seasonal attire that includes appropriate shirt, pants, belt, cap, jacket, shoes, or boots
- duty belt with issued pistol
- Firearms shall be 9mm or .40 caliber, standard police service-type semi-automatic, and capable of firing 147-grain hollow-point ammunition or hollow-point ammunition that is recommended by the manufacturer. Ammunition shall be factory load only (no reloads). Ammunition shall be replaced every year.
- collapsible straight baton
- holster and ammunition

- metal handcuffs
- handcuff key
- duty flashlight and holder
- portable radio; and,
- handcuff case.

The Contractor shall ensure that each officer has a complete uniform while performing assignments under this SOW. Zip ties shall not be used.

Any time during the transition period, the Contractor shall provide a document to the COR with the uniform and equipment items that will be issued to each employee. The COR shall have the right to approve or disapprove any uniform apparel. Disapproval of any uniform apparel will not constitute an acceptable delay on behalf of the Government.

While body armor is not required, if the Contractor provides armor, it must meet this standard. The ballistic resistance performance standard for protective body armor requires a minimum of threat Level IIA protection, with side panels, and must meet the current National Institute of Justice standards.

### **3.8 IDENTIFICATION CREDENTIALS:**

The Contractor shall ensure that all employees have required identification credentials in their possession while on duty.

The Contractor shall ensure that all employees, both uniformed and non-uniformed, have identification credentials in accordance with Homeland Security Presidential Directive (HSPD) 12 in their possession while on duty. Contract employee identification 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,
- 11) Signature of Issuing Officer.

The Contractor shall maintain backup identification credentials for each employee in their personnel file in case of loss or damage or damage. If an identification credential is lost, the loss will be reported to the COR and documented in the monthly report.

### **3.9 PERMITS AND LICENSES**

The Contractor shall obtain all required permits and licenses before performing work under the SOW. This will include the “guard card” required by each jurisdiction according to assignment.

#### **3.9.1 Business Permits and Licenses**

The Contractor shall (depending on the state’s requirements) be licensed as a qualified security service company in accordance with the requirements of the district, municipality, county, and state in which the CBP work site(s) is/are located.

Throughout the period of performance, 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.

### **3.10 ENCROACHMENT**

Contract employees shall not have access to Government equipment, documents, materials, and telephones for any purpose other than as authorized by CBP.

Contract employees shall not enter any restricted areas of the facility unless necessary for the performance of their duties.

### **3.11 STARTING AND STOPPING WORK**

The Contractor shall ensure that all employees are dressed in full uniform with equipment and ready to begin work promptly at the beginning of each shift. Each employee shall remain at the duty locations until properly relieved.

## **4 TRAINING**

Employees shall not perform duties under this SOW until they have successfully completed all training commensurate with their positions. None of the required basic training will be provided by the Government. Relevant on-the-job training will be provided during the incoming transition period. The Contractor shall propose a training program as required in the following sub-sections.

### **4.1 GENERAL TRAINING REQUIREMENTS**

Training requirements follow Title 28 CFR § 115.131 – Employee and volunteer training:

§ 115.131 Employee and volunteer training.

(a) The agency shall train, or require the training of all employees, contractors, and volunteers who may have contact with holding facility detainees to be able to fulfill their responsibilities under these standards, including training on:

- (1) The agency's zero-tolerance policies for all forms of sexual abuse.
- (2) The right of detainees and employees to be free from sexual abuse, and free from retaliation for reporting sexual abuse.
- (3) Definitions and examples of prohibited and illegal sexual behavior.
- (4) Recognition of situations where sexual abuse may occur.
- (5) Recognition of physical, behavioral, and emotional signs of abuse, and methods of preventing such occurrences.
- (6) Procedures for reporting knowledge or suspicion of sexual abuse.
- (7) How to communicate effectively and professionally with detainees, including lesbian, gay, bisexual, transgender, intersex, or gender nonconforming detainees; and
- (8) The requirement to limit reporting of sexual abuse to personnel with a need-to-know to make decisions concerning the victim's welfare and for law enforcement or investigative purposes.

(b) All current employees and volunteers who may have contact with detainees shall be trained in Prison Rape Elimination Act (PREA) standards. PREA training may be obtained from the Federal Emergency Management Agency (FEMA) Emergency Management Institute <https://training.fema.gov/is/courseoverview.aspx?code=IS-990.a&test=true>.

(c) The agency shall document, through employee signature or electronic verification, that employees understand the training they have received.

Any remuneration (pay) due Contractor employees in accordance with Department of Labor regulations for any training time is the responsibility of the Contractor. The Contractor shall provide for the required refresher courses. Failure of any employee to complete training successfully is sufficient reason to disqualify them from duty.

All new Armed Facility Guards shall receive the required training outlined in section 4 (not to include 40 hours of on-the-job training) prior to entering on duty. The Contractor's Training Officer shall be responsible for administering on-the-job training for new employees upon entering on duty. A senior Armed Facility Guard shall accompany the new Armed Facility Guard at all times during on-the-job training.

DHS PREA regulation is the DHS regulation titled, "Sexual Abuse and Assault Prevention Standards, 6 CFR Part 115.5.. The DHS PREA regulation sets forth standards for training, policy, procedure, and investigation to ensure that individuals detained in DHS custody are free from sexual abuse and assault. In accordance with PREA, all employees who have contact with detainees, and all facility staff, shall receive training concerning sexual abuse, with refresher training to be provided thereafter as appropriate. This training must include, at a minimum, the agency's zero-tolerance policies for all forms of sexual abuse; the right of detainees and staff to be free from sexual abuse and from retaliation for reporting sexual abuse; definitions and examples of prohibited and illegal sexual behavior; recognition of situations where sexual abuse may occur;



recognition of physical, behavioral, and emotional signs of sexual abuse and methods of preventing such occurrences and procedures for reporting knowledge or suspicion of sexual abuse; and the requirement to limit reporting of sexual abuse to personnel with a need-to-know in order to make decisions concerning the victim's welfare and for law enforcement or investigative purposes. Proof of training must be provided to the COR prior to the Contract employee being granted access to the detainee population.

CBP has a zero-tolerance policy for all forms of sexual abuse or assault of individuals in the Agency's custody.

The Contractor shall immediately report to the COR any knowledge, suspicion, or information regarding sexual abuse or assault of a detainee while in CBP custody.

As soon as it is discovered, the Contractor shall also report to the COR any knowledge concerning other Contractor staff who have engaged in past sexual abuse; who have convictions for engaging in 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; or who have been civilly or administratively adjudicated to have engaged in such activity.

## **4.2 ON THE JOB TRAINING**

After completion of the training prescribed in Section 4.1, all Armed Facility Guards shall receive an additional 8 hours of on-the-job training at specific post positions.

This training includes:

- General information and special orders
- Security systems operational procedures
- Facility self-protection plan or emergency operational procedures
- Disturbance Control Team training led by the Contractor's Training Officer.

## **4.3 REFRESHER TRAINING**

The Contractor shall conduct annual refresher training for all employees commensurate to their position, in accordance with Section 4. of this SOW.

## **4.4 SUPERVISORY TRAINING**

All new Supervisory Armed Facility Guards assigned to perform work under this SOW shall successfully complete a minimum of 40 hours of formal supervisory training provided by the Contractor prior to assuming duties. Supervisory training shall include the following management areas, in addition to mandatory training requirements for Armed Facility Guards:

- Techniques for issuing written and verbal orders – two hours.
- Uniform clothing and grooming standards – one hour.
- Security post inspection procedures – two hours.
- Employee motivation – one hour.
- Scheduling and overtime controls – two hours.

- Managerial public relations – four hours.
- Supervision of detainees – four hours.
- Other company policies – four hours.

Additional classes are at the discretion of the Contractor with the approval of the COR. The Contractor shall maintain documentation to confirm that each supervisor has received basic training as specified.

#### **4.5 PROFICIENCY TESTING**

The Contractor shall give each trainee a written examination to determine proficiency. Should a trainee fail the written test on the initial attempt, they shall be given one additional opportunity to retake the test. Trainees who fail the written test more than twice are not authorized to perform services on this SOW. If a trainee fails to complete and pass the test the second time, the Contractor shall report the failure to the COR. Failure of any employee to complete training successfully is sufficient reason to disqualify them from duty on any contract where CBP cares for detainees.

#### **4.6 CERTIFIED INSTRUCTORS**

Certified instructors shall conduct all instruction and testing. A state or nationally recognized institution shall certify instructors unless otherwise approved in writing by the COR.

Certifications of instructors may be established by documentation of past experience in teaching positions or by successful completion of a course of training for qualifying personnel as instructors.

#### **4.7 TRAINING DOCUMENTATION**

The Contractor shall submit a training forecast and lesson plans to the COR or CBP designee as requested. The training forecast shall provide date, time, and location of schedule training and afford the COR the opportunity for observation/evaluation.

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

#### **4.8 FIREARMS REQUIREMENTS**

The Contractor shall provide firearms and ammunition to equip each armed officer and supervisor with a licensed weapon while on duty. Firearms may be reissued to new replacement employees throughout the period of performance as long as the weapon is in serviceable condition.

All firearms used in the performance of the contract shall always be serviceable. The Contractor shall have a certified letter from a licensed gunsmith acknowledging that the firearms used in the performance of the contract have been inspected and certified as serviceable for duty carry prior to use. The Contractor will comply with all state and federal requirements for maintaining serviceability of the weapons during the entire contract period.

**Personal firearms shall not be used.** Firearms shall be 9mm or .40 caliber, standard police

service-type semi-automatic, and capable of firing 147-grain hollow-point ammunition or hollow-point ammunition that is recommended by the manufacturer. Ammunition shall be factory load only (no reloads). Ammunition shall be replaced every year.

The Contractor shall issue three filled magazines and sufficient ammunition for each armed officer, including uniformed supervisor(s).

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

All firearms shall be licensed by the state(s) and the municipalities in which they are carried. 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 (3) working days prior to the anticipated assignment date of any individual.

The Contractor shall ensure that his or her employees have all permits/licenses in their possession at all times while on Government premises.

All associated firearm documentation and certification shall be provided to the COR upon request.

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. Weapons shall be kept clean at all times. The firearms shall be cleaned and oiled as appropriate to ensure optimum operating conditions. The Contractor shall maintain appropriate and ample supplies for upkeep and maintenance of firearms (cleaning solvents, lubricating oil, rods, brushes, and patches) onsite.

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. These lists shall be kept current through the period of performance and posted within each firearms safe.

The Contractor shall provide safes/vaults for storage of firearms and ammunition, for each location where firearms are issued or exchanged, which meet federal and state requirements and are approved for the storage of firearms and ammunition. The COR is responsible for approving the proposed safes/vaults prior to usage. Supervisors and guards shall make accurate receipt and return entries on a Firearms and Equipment Control Register. Except when issuing or returning ammunition or firearms, each safe/vault shall remain locked at all times. The Contractor shall be responsible for securing each safe or vault with a maximum-security lock. If a combination lock is used for the safe/vault, the combination shall be changed every six months or more often if circumstances warrant. Firearm training for required Armed Facility Guards shall be in accordance with state licensing requirements. Proficiency certification is required in accordance with state laws or annually if not required by the state. The Contractor shall certify firearms training to the COR prior to the start of the performance period. For new hires/replacements after performance period has started firearms training certification shall be provided to the COR 15 days prior to entrance on duty. Proficiency shall be maintained annually.

Candidates must complete annual Lautenberg Amendment Certification, and the contractor must

provide annual domestic violence awareness training for Armed Facility Guards and supervisors. Contractor must orally advise all Armed Facility Guards during quarterly firearms qualifications, of their duty to report any law enforcement contacts concerning engagement in domestic violence.

## **5 POST SECURITY AND CONTROL**

Security controls are safeguards or countermeasures to avoid, detect, counteract, or minimize security risks to physical property, information, computer systems, or other assets.

### **5.1 GENERAL SECURITY AND CONTROL**

The Contractor shall maintain a copy of its proposed standard operating procedures (also referred to as Post Orders), within the areas of assignment, and shall initiate responses to any incidents as outlined in the Post Orders.

Records for logbooks, count, identification and seating, control of contraband, Post Orders, use of force, use of restraints, intelligence information, lost and found, and escapes shall be maintained and performed in accordance with this SOW.

### **5.2 RECORDS AND REPORTS**

All records and logs that are required for operation and performance of work under this SOW shall be made available to CBP upon the request of COR. Contractor may keep all records in any format, but records shall be made available electronically to the COR.

The Contractor shall provide a detailed and comprehensive inventory of records to be turned over to the COR at contract completion or contract termination within 30 days.

The written inventory shall be recorded on Standard Form (SF) 135 – Records Transmittal and Receipt (<http://www.archives.gov/frc/forms/sf-135-intro.html>), and shall be consistent with National Archives and Records Administration (NARA) guidelines for inventoried records ([www.archives.gov/](http://www.archives.gov/)).

Inventory shall describe the contents of all electronic records or boxes of records including record type and date of records and shall be consistent with NARA inventory requirements.

The SF 135 – Records Transmittal and Receipt shall be itemized in sufficient detail to provide program officials with the information required for researching or retrieving retired records.

### **5.3 ESCAPES**

The Contractor shall notify the COR and the CBP Supervisor on duty immediately if an escape or an attempted escape has occurred.

The Contractor shall provide the COR with a written status report of any disturbances at the facility or during detention of a detainee prior to the end of the shift.



The Contractor shall be held to the following standards concerning escapes:

- Escapes shall be grounds for removing the responsible Contractor employee(s) from duty if the Contractor employee(s) is/are determined by the COR or the CO to be at fault
- Corrective action to prevent future escapes or attempted escapes shall be taken immediately and verbally communicated to the COR for approval; and,
- A written report of the remedial action shall be due to the COR within 24 hours of an escape or attempted escape.

## **6 HEALTH, SAFETY AND EMERGENCY STANDARDS**

Contractors shall comply with hazard-specific safety, health, and emergency preparedness standards to include Section 5(a)(1) of the OSH Act.

### **6.1 DISTURBANCES AND SAFETY**

The Contractor shall comply with CBP, and hospital written plans, policies, and procedures that specify actions to be followed in emergencies. The Contractor shall ensure that CBP emergency plans and procedures are accessible at all posts.

The Contractor shall document disturbances and immediately report all serious incidents and provide a report to the COR.

Serious incidents include, but are not limited to, the following: disturbances (including gang activities, group demonstrations, food boycotts, work strikes, workplace violence, civil disturbances/protests); staff use of force including use of lethal and less lethal force (includes detainees in restraints more than eight hours); assaults on staff/detainees resulting in injuries requiring medical attention (does not include routine medical evaluation after the incident); fights resulting in injuries requiring medical attention; fires; escapes; weapons discharge; suicide attempts; deaths; declared or non-declared hunger strikes; adverse incidents that attract unusual interest or significant publicity; adverse weather (e.g., hurricanes, floods); fence damage; power outages; bomb threats; high profile detainee cases admitted to a community hospital; significant environmental problems that impact the facility operations; transportation accidents (e.g., airlift, bus, etc.) resulting in injuries, death, or property damage; and allegations or reports of sexual abuse or assaults.

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

### **6.2 INJURY, ILLNESS, AND REPORTS**

The Contractor shall submit a monthly injury report summary (both for staff and detainees) to the COR.

The Contractor shall immediately assist employees, detainees, or others on the premises who

require immediate help or who are injured or ill. If appropriate, Contractor employees shall provide first aid.

The Contractor shall immediately tell the COR and the CBP Supervisor on duty about all incidents that result in physical harm to or threaten the safety, health, or welfare of any person, including job-related injuries. If a detainee requires immediate medical attention, the Facility Guard shall notify the nearest medical provider as well as the COR and the CBP Supervisor on duty.

The Contractor shall submit a follow-up written report to the COR within 24 hours of any occurrence.

A serious incident means any incident resulting in injury to a detainee, Contractor staff, CBP staff, or property damage.

### **6.3 PROTECTION OF EMPLOYEES**

The Contractor shall comply with OSHA standards and CBP procedures to safeguard employees against exposure of blood borne pathogens. The CBP plan is based upon OSHA standards.

### **6.4 DETAINEE DEATH OR INJURY**

The Contractor shall comply with CBP policy and procedures in the event of a detainee injury or death.

## **7 FACILITY, EQUIPMENT, AND SUPPLIES**

It is the responsibility of the Contractor to furnish, install, operate maintain all equipment and supplies necessary for performance under this SOW. No Government Furnished Equipment will be provided, other than personal protective equipment (surgical masks, N95 respirators, gloves). Clearing barrels will be available at CBP facilities.

The locations vary in terms of available or nearby resources. While some locations are in or near towns, others are not. Guards will be able to use Government owned facilities such as water coolers and restrooms. Some locations may have an empty desk that supervisors may use, but other locations will not be able to provide a desk. Some locations may have nearby restaurants, but some will not. Some facilities may have a kitchen that could be used to store or warm up food, but some locations will not. In all cases, the guards will provide their own food and drinks.

Most of the guard posts are generally indoors, but some duties require monitoring detainees in outdoor exercise areas for some portions of the day. Shade awnings are provided in outdoor areas.

## **8 ADMINISTRATION**

### **8.1 Changes to the SOW**

No changes to the SOW or cost increases shall be incurred without a written modification issued

by the CO, as coordinated by the COR. Any changes or cost increases will not take effect until the CO executes a written modification.

## **8.2 Non-Disclosure of Information and Organizational Conflict of Interest (OCI)**

Any information made available to the Contractor by the Government shall be used only for the purpose of carrying out the provisions of this SOW and shall not be divulged or made known in any manner to any persons except as may be necessary in the performance of the task. Contractors will be required to sign non-disclosure statements.

## **8.3 Period of Performance**

These services are to be provided on a 24x7x365 daily basis, with three (3) shifts of eight (8) hours each. The total period of performance will be as follows:

Base period: Blanket Purchase Agreement (BPA) will be one year in duration. The task order issued under each BPA will consist of a 1-year base period with two 6-month options. Contractor must fill 100 percent of the staffing requirement within 45 days of award, and CBP reserves the right to terminate the contract if the identified staffing milestone is not met.

**Place of Performance is outlined in Appendix B.**

**8.4 Post Award Conference/Periodic Progress Meetings:** The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with FAR Subpart 42.5.

The contracting officer, COR, and other Government personnel, as appropriate, may meet periodically with the Contractor to review the Contractor's performance. At these meetings, the contracting officer will apprise the Contractor of how the Government views the Contractor's performance and the Contractor will apprise the Government of any problems being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the government.

**8.5 Contracting Officer Representative (COR):** The COR will be identified by separate letter. The COR monitors all technical aspects of the contract and assists in contract administration. The COR is authorized to perform the following functions: assure that the Contractor performs the technical requirements of the contract; perform inspections necessary in connection with contract performance; maintain written and oral communications with the Contractor concerning technical aspects of the contract; issue written interpretations of technical requirements, including Government drawings, designs, specifications; monitor Contractor's performance and notifies both the CO and Contractor of any deficiencies; coordinate availability of government furnished property, and provide site entry of Contractor personnel. A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the contract or agreement.

**8.6 Identification of Contractor Employees:** All Contractor personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. They must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed.

## 9 SECURITY

**Security Requirements:** The Contractor must perform a comprehensive preemployment screening of all employees to include at a minimum, the following: psychological testing, honesty and integrity testing, employment verification, identity verification, criminal records check, credit check, driver's license check, and preemployment and random drug screening.

Contracted cleared employees from the pre-employment screening must then comply with DHS Instruction Handbook 121-01-007 and Executive Order 13488. Contractor employees requiring access to CBP facilities, sensitive information, or information technology resources are also required to have a favorably adjudicated CBP background investigation prior to commencing work on the contract unless the requirement is waived by the CBP Office of Professional Responsibility (OPR), Personnel Security Division, (PSD). PSD has responsibility for the initiation, scheduling, and final suitability determination of all contract staff. Once the Contractor receives the e-QIP forms/notification, the Contractor must **complete the e-QIP within 72 hours**. If errors occur in the process, the Contractor will have **48 hours to correct the errors and finalize the submissions**. If the e-QIP submissions do not occur within the required timeframes, those candidates will be deleted from the system. This Tier IV Background Investigation can take up to 30 days or more before Contractor employees are cleared to work within CBP facilities.

A completed background investigation must include information on various aspects of the contractor employee's life, e.g., employment, education, residences, law enforcement checks, credit history, national agency check, and a personal interview. The COR shall ensure that all contractor applicants requiring a background investigation submit forms and documentation requested by CBP to initiate the background investigation. This may also include fingerprint submission. The process shall commence with the submission of a Background Investigation Requirements Document (BIRD) and a Fair Credit Reporting Act Disclosure (FCRA) submitted by the COR to PSD. PSD will then advise whether a prior investigation exists that meets or exceeds CBP requirements. If one does not, PSD will notify the CO that a full background investigation must be conducted, and all required forms must be submitted.

If granted by PSD, a Provisional Clear can allow the Contractor to enter on duty (EOD) based on the successful completion of pre-employment investigation checks and a favorable review of the submitted forms while the full background investigation is adjudicated. When a contractor employee is found unsuitable by PSD, it is understood that the individual cannot perform work on CBP contracts. For further details see Appendix A of the e-QIP Process Implementation Plan Requirements.



**Physical Security:** The Contractor shall be responsible for safeguarding all government equipment, information and property provided for Contractor use at any time. At the close of each shift, government facilities, equipment and materials shall be secured.

**Key Control:** The Contractor shall establish and implement methods of making sure all keys/key cards issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. NOTE: All references to keys include key cards. No keys issued to the Contractor by the Government shall be duplicated. The Contractor shall develop procedures covering key control that shall be included in the Quality Control Plan. Such procedures shall include turn-in of any issued keys by personnel who no longer require access to locked areas. The Contractor shall immediately report any occurrences of lost or duplicate key cards to the CO.

In the event keys, other than master keys, are lost or duplicated, the Contractor shall, upon direction of the CO, re-key or replace the affected lock or locks; however, the Government, at its option, may replace the affected lock or locks or perform re-keying. When the replacement of locks or re-keying is performed by the Government, the total cost of re-keying or the replacement of the lock or locks shall be deducted from the monthly payment due the Contractor.

In the event a master key is lost or duplicated, all locks and keys for that system shall be replaced by the Government and the total cost deducted from the monthly payment due the Contractor.

The Contractor shall prohibit the use of Government issued keys/key cards by any persons other than the Contractor's employees. The Contractor shall prohibit the opening of locked areas by Contractor employees to permit entrance of persons other than Contractor employees engaged in the performance of assigned work in those areas, or personnel authorized entrance by the Contracting Officer.

APPENDIX A – e-QIP Process Implementation Plan Requirements (see RFQ attachment)

The attached file outlines the process required to submit and track all prospective and current contract Facility Guard employees through the e-QIP Background Investigation process.

APPENDIX B – Operational Requirements for CBP Mission Support Baseline

(See RFQ Document)

APPENDIX C – CBP Standards of Conduct



CBP Standards of  
Conduct.pdf

APPENDIX D – CBP Policy, Use of Force and Use of Restraints



CBP\_Use\_of\_Force\_  
Policy\_FINAL\_(Jan 20

APPENDIX E – CBP Policy, National Standards on Transport, Escort, Detention, and Search



National Standards  
on Transport Escort

APPENDIX F – CBP Handbook, Personal Search



CBP Personal  
Search Handbook A

APPENDIX G – Lautenberg Amendment Certificate



Lautenberg  
Amendment Certifi