

ATTACHMENT 1

SAMPLE PERFORMANCE WORK STATEMENT

**DETENTION SERVICES
SEATTLE AREA CONTRACT DETENTION FACILITY**

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

HSCEDM-09-R-00003



Sample Performance Work Statement
Detention Services
Seattle Area Contract Detention Facility

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I. EXPLANATION OF TERMS/ACRONYMS

1. ADMINISTRATIVE SEGREGATION: A form of separation from the general population used when the continued presence of the detainee in the general population would pose a threat to life, property, self, staff, or other detainees or to the security or orderly running of the facility. This housing status also includes detainees who require protective custody, those who cannot be placed in the local population because they are en route to another facility (holdovers), those who are awaiting a hearing before a disciplinary panel, and those requiring separation for medical reasons.
2. ADULT LOCAL DETENTION FACILITY (ALDF): A facility which detains persons over the age of 18.
3. ALIEN: Any person who is not a citizen or national of the United States.
4. AMERICAN CORRECTIONAL ASSOCIATION (ACA): The American Correctional Association is the oldest and largest international correctional association in the world. ACA serves all disciplines within the corrections profession and is dedicated to excellence in every aspect of the field.
5. BED-DAY: The total billable cost to the Government to maintain and house one detainee for one day. Bed-day means a detainee that occupies a bed in a housing unit or a detainee in custody for at least 4 hours in either a holding cell or staging area (not both). If the detainee is moved from the holding cell or staging area into a housing unit the same day, only one bed day charge is allowable. Bed day means day in not day out, and all days in between. The contractor may charge for day of arrival, but not day of departure.
6. BED-DAY RATE: The rate charged for each individual detainee per day. Bed-day rate is an all-inclusive burdened rate to include all costs inclusive of direct costs, indirect costs, overhead and profit necessary to provide the detention and food service requirements described in the PWS.
7. BOOKING: It is a procedure for the admission of an ICE detainee, which includes searching, fingerprinting, photographing, medical screening, and collecting personal history data. Booking also includes the inventory and storage of the individual's accompanying personal property.
8. BUREAU OF PRISONS (BOP): The U.S. Federal Bureau of Prisons protects society by confining offenders in the controlled environments of prisons and community-based facilities that are safe, humane, cost-efficient, and appropriately secure, and that provide work and other self-improvement opportunities to assist offenders in becoming law-abiding citizens.
9. 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.
10. CONTRABAND: Items that pose a threat to the security of people or property. A contraband item fits into either the category of hard or soft contraband as defined below:
 - a. Hard Contraband: Any item that is inherently dangerous as a weapon or tool of violence, e.g., a knife, explosives, a "zipgun," brass knuckles. Because hard contraband presents an immediate physical threat in or to the facility, a detainee found in possession of hard contraband could face disciplinary action or criminal prosecution.
 - b. Soft Contraband: Any item that presents a nuisance, which does not pose a direct and immediate threat to an individual's safety. None-the-less, soft contraband has the potential to create dangerous or unsanitary conditions in the facility, such as excess papers that create a fire hazard, food items that are spoiled or retained beyond the point of safe consumption, etc.
11. 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.
12. CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR): An employee of the Government responsible for monitoring all technical aspects and assisting in administering the contract.
13. CONTRACTOR: The entity, which provides the services, described in this Performance Work Statement.
14. CONTRACTOR EMPLOYEE: An employee of a private Contractor hired to perform a variety of detailed services under this contract.

15. 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.
16. CREDENTIALS: Document providing primary source verification including education, training, licensure, experience, board certification, and expertise of an employee.
17. DEPARTMENT OF HOMELAND SECURITY (DHS): A department of the United States Government, which includes U.S. Immigration and Customs Enforcement (ICE).
18. DEPARTMENT OF JUSTICE (DOJ): A department of the United States Government, which includes the Executive Office of Immigration Review (EOIR), the Federal Bureau of Investigation (FBI), the Federal Bureau of Prisons (BOP), and the U.S. Marshals Service (USMS).
19. DESIGNATED SERVICE OFFICIAL: An employee of U.S. Immigration and Customs Enforcement designated in writing by ICE Officer-In-Charge (OIC) to represent ICE on matters pertaining to the operation of the facility.
20. 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.
21. DETAINEE RECORDS: Information concerning the individual's personal, criminal and medical history, behavior, and activities while in custody, including, but not limited to:
 1. Detainee, Personal Property
 2. Receipts, Visitors List, Photographs
 3. Fingerprints, Disciplinary Infractions
 4. Actions Taken, Grievance Reports, Medical
 5. Records, Work Assignments, Program Participation
 6. Miscellaneous Correspondence, etc.
22. DETENTION AND REMOVAL OPERATIONS (DRO): A division within ICE, whose mission is the planning, management, and direction of broad programs relating to the supervision, detention, and deportation of detainees who are in the United States illegally.
23. DETENTION OFFICERS: Contractor's uniformed staff members responsible for the security, care, transportation, and supervision of detainees during all phases of activity in a detention facility. The officer is also responsible for the safety and security of the facility.
24. DETENTION STANDARDS COMPLIANCE UNIT (DSCU): The purpose of the DSCU is to develop and prescribe policies, standards, and procedures for ICE detention operations and to ensure detention facilities are operated in a safe, secure, and humane condition for both detainees and staff.
25. DIRECT SUPERVISION: A method of detainee management that ensures continuing direct contact between detainees and staff by posting an officer(s) inside each housing unit. Officers in general housing units are not separated from detainees by a physical barrier. Officers provide frequent, non-scheduled observation of and personal interaction with detainees.
26. DIRECTIVE: A document issued by the U.S. Government and signed by the President, Departmental Secretary, or an Assistant Secretary that establishes policy, delegate authority, and/or assigns responsibilities.
27. DISCIPLINARY SEGREGATION: A unit housing detainees who commit serious rule violations.
28. DIVISION OF IMMIGRATION HEALTH SERVICES (DIHS): A unit within the U.S. Public Health Service dedicated to providing medical services for ICE facilities.
29. ENTRY ON DUTY (EOD): The first day the employee begins performance at a designated duty station on this contract.
30. ENVIRONMENTAL ANALYSIS AND EVALUATION (EAE): This document initiates the analysis and evaluation of environmental effects of proposed actions, and contemplates alternative proposals. This document is the basis for deciding whether or not an Environmental Assessment is required.

31. ENVIRONMENTAL ASSESSMENT (EA): Specific document summarizing the results of thorough analyses of environmental impacts caused by proposed actions. This document is the basis for deciding whether or not an Environmental Impact Statement is required.
32. ENVIRONMENTAL IMPACT STATEMENT (EIS): Comprehensive document provides full and fair discussion of significant environmental impacts caused by the proposed action(s). It also states the reasonable alternatives, which would avoid or minimize the adverse impact(s) or enhance the quality of the human environment.
33. 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.
34. EMERGENCY CARE: Care for an acute illness or unexpected serious health care need that cannot be deferred until the next scheduled sick call.
35. EXECUTIVE OFFICE OF IMMIGRATION REVIEW (EOIR): An agency of DOJ.
36. FACILITY: The physical plant and grounds in which the Contractor's services are operated.
37. FACILITY ADMINISTRATOR: The official, regardless of local title (e.g., jail administrator, Facility Director, superintendent), who has the ultimate responsibility for managing and operating the contract detention facility. The qualifications for the holder of this office shall be consistent with ACA standards.
38. 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.
39. FLIGHT OPERATIONS UNIT (FOU): The FOU, located in Kansas City, MO, is the principal mass air transportation and deportation coordinating entity within DRO. It manages government and contract flights to the southern tier of the United States, Caribbean, and northern South America and orchestrates DRO flight standardization and safety. It works in coordination with JPATS (see definition below).
40. GOVERNMENT: Refers to the United States Government.
41. GRIEVANCE: A written complaint filed by a detainee with the facility administrator concerning personal health/welfare or the operations and services of the facility.
42. 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.
43. 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.
44. HEALTH CARE PERSONNEL: Duly licensed individuals whose primary duties are to provide health services to detainees in keeping with their respective levels of health care training or experience.
45. HEALTH UNIT (HU): The physical area in the facility and organizational unit set-aside for routine health care and sick call. The HU is the designated part of the facility for the delivery of care to detainees on an ambulatory or observation basis.
46. IMMIGRATION AND CUSTOMS ENFORCEMENT (ICE): A law enforcement agency within the U.S. Department of Homeland Security.
47. 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.
48. INCIDENT REPORT: A written document reporting an event, such as minor disturbances, officer misconduct, any detainee rule infraction, etc.
49. JUSTICE PRISONER AND ALIEN TRANSPORTATION SYSTEM (JPATS): DOJ's prisoner transportation system operated by the U.S. Marshal Service (USMS), sometimes referred as to as the "airlift." It works in coordination with FOU (see definition above).

50. JUVENILE DETAINEE: Any detainee under the age of eighteen (18) years unless the juvenile has been determined to be emancipated in an appropriate state judicial proceeding, or is an individual who has been incarcerated due to a conviction for a criminal offense as an adult.
51. LIFE SAFETY CODE: A manual published by The National Fire Protection Association specifying minimum standards for fire safety necessary in the public interest.
52. LOG BOOK: The official record of post operations and inspections.
53. MAN-HOUR: Man-hour means productive hours when the required services are performed. Only productive hours can be billed and invoiced.
54. MEDICAL RECORDS: Separate records of medical examinations and diagnosis maintained by the responsible physician or nurse. The following information from these records shall be transferred to the detainee record: date and time of all medical examinations; and, copies of standing or direct medical orders from the physician to the facility staff.
55. MEDICAL SCREENING: A system of structured observation and/or initial health assessment to identify newly-arrived detainees who could pose a health or safety threat to themselves or others.
56. 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
57. NON-CONTACT VISITATION: Visitation that restricts detainees from having physical contact with visitors using physical barriers such as screens and/or glass. Voice communications between the parties are typically accomplished with telephones or speakers.
58. 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.
59. NOTICE TO PROCEED (NTP): Written notification from the Government to the Contractor stating the date that the Contractor may begin work, subject to the conditions of the contract.
60. OFFICE OF PROFESSIONAL RESPONSIBILITY, PERSONNEL SECURITY UNIT (OPR-PSU): The ICE office, which implements a component-wide personnel security program.
61. ON CALL/REMOTE CUSTODY OFFICER POST: These posts shall be operated on demand by the COTR and shall include, but is not limited to, escorting and custody of detainees for hearings, ICE interviews, medical watches, and any other location requested by the COTR.
62. PAT DOWN SEARCH: A quick patting of the detainee's outer clothing to determine the presence of contraband.
63. PERFORMANCE WORK STATEMENT (PWS): That portion of the contract, which describes the services to be performed under the contract.
64. POLICY: A definite written course or method of action, which guides and determines present and future decisions and actions.
65. 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.
66. PREVENTIVE MAINTENANCE: A system designed to enhance the longevity and/or usefulness of buildings and equipment in accordance with a planned schedule.
67. 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.
68. PRODUCTIVE HOURS: These are hours when the required services are performed and can be billed.
69. 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.
70. PROPERTY: Refers to personal property belonging to a detainee.

71. PROPOSAL: The written plan submitted by the Contractor for consideration by ICE in response to the Request for Proposal (RFP).
72. PUBLIC HEALTH SERVICE (PHS): An agency of the United States Department of Health and Human Services.
73. 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.
74. QUALITY ASSURANCE: The actions taken by the Government to assure requirements of the Performance Work Statement (PWS) are met.
75. QUALITY ASSURANCE SURVEILLANCE PLAN (QASP): A Government-produced document that is based on the premise that the Contractor, and not the Government, is responsible for the day-to-day operation of the facility and all the management and quality control actions required to meet the terms of the contract and is based on the American Correctional Association (ACA), Standards for Adult Local Detention Facilities (ALDF) and ICE Performance Based National Detention Standards (PBNDS). 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 DRO-mandated quality standards in operating, maintaining, and repairing detention facilities.
76. 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.
77. QUALITY CONTROL PLAN (QCP): A Contractor-produced document that addresses critical operational performance standards for services provided.
78. RESPONSIBLE PHYSICIAN: A person licensed to practice medicine with whom the facility enters into a contractual agreement to plan for and provide health care services to the detainee population of the facility.
79. RESTRAINT EQUIPMENT: This includes but is not limited to: handcuffs, belly chains, leg irons, straight jackets, flexi cuffs, soft (leather) cuffs, and leg weights.
80. SAFETY EQUIPMENT: This includes but is not limited to fire fighting equipment, i.e., chemical extinguisher, hoses, nozzles, water supplies, alarm systems, portable breathing devices, gas masks, fans, first aid kits, stretchers, and emergency alarms.
81. 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.
82. SECURITY DEVICES: Locks, gates, doors, bars, fences, screens, hardened ceilings, floors, walls and barriers used to confine and control detainees. In addition, electronic monitoring equipment, security alarm systems, security light units, auxiliary power supply, and other equipment used to maintain facility security.
83. SECURITY PERIMETER: The outer portions of a facility, which actually provide for secure confinement of detainees.
84. SECURITY RISK – HIGH, MEDIUM, LOW
 - High Risk Level** – (Level 3) Detainees exhibit behavioral problems, or manifest a pattern of such behavior, or have a history of violent and/or criminal activity.
 - Medium Risk Level** – (Level 2) Detainees exhibit minor behavioral problems or have a history of nonviolent criminal behavior.
 - Low Risk Level** – (Level 1) Detainees exhibit no behavioral problems and have no history of violent criminal behavior
85. 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.

86. SIGNIFICANT EVENT NOTIFICATION REPORT (SEN): A written document reporting a special event (e.g., the use of force, use of chemical agents, discharge of firearms).
87. SPECIAL MANAGEMENT UNIT (SMU): A housing unit for detainees in administrative or disciplinary segregation.
88. STANDING MEDICAL ORDERS: Written orders, by a physician, to medical personnel for the definitive treatment of identified minor, self-limiting conditions and for on-site treatment of emergency conditions.
89. PERFORMANCE WORK STATEMENT (PWS): That portion of the contract, which describes the services to be performed under the contract.
90. STRIP SEARCH: An examination of a detainee's naked body for weapons, contraband, and physical abnormalities. This also includes a thorough search of all of the individual's clothing while not being worn.
91. SUITABILITY CHECK: Security clearance process for Contractor and all Contractor Employees to determine favorable suitability to work on a Government contract.
92. 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.
93. 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 COTR or ICE-designee.
94. TRANSPORTATION COSTS: All materials, equipment and labor necessary to respond to requests by designated officials for secure movement of detainees from place to place necessary for processing, hearings, interviews, etc.
95. TRANSPORTATION SERVICE COST: An all-inclusive or burdened rate. Cost includes but is not limited to labor, equipment, material, supplies, and other related costs necessary to respond to requests by designated officials for movement of detainees from place to place necessary for processing, court hearings, interviews, doctor's appointments, JPATs/airports, and transporting in-between detention facilities (counties, state and federal).
96. TRAVEL COST: Cost inclusive of lodging and meals and incidental expenses (MI&E) for Transportation Officers exceeding the standard working hours. Cost is based on actual charges per occurrence, not to exceed the allowable Federal Travel Regulation rates/costs in effect on the dates of travel.
97. WEAPONS: This includes but is not limited to firearms, ammunition, knives, slappers, billy clubs, electronic defense modules, chemical weapons (mace), and nightsticks.

II. PERFORMANCE WORK STATEMENT

A. Introduction

This Performance Work Statement (PWS) sets forth the contract performance requirements for the management and operation of a Contractor-owned/Contractor-operated detention facility for federal detainees. The Department of Homeland Security (DHS) component, U.S. Immigration and Customs Enforcement (ICE), will award a contract of such to house detainees on a 24 hour per day, seven day per week, 365 day per year basis.

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

The Contractor shall furnish one facility that will accommodate 1,575 adult detainees. Five percent of the 1,500 beds (75 beds) shall be in a special housing unit (segregation). Existing and/or new construction will be considered for this requirement. It should be noted that the five percent special housing unit is in addition to the 1,500 bed rated capacity required.

At time of contract award, the Contractor shall begin performance for operational capacity of 1,000 beds. Within six months of contract award, the Contractor must be able to begin performance for full operational capacity (1,575 beds) and shall notify the CO that the facility is ready to begin accepting detainees. This may occur earlier at the request of the Contractor, but only if ICE determines the Contractor is capable of accepting detainees.

If an existing facility without expansion is utilized and accepted, the Contractor, within 90 days of contract award, must be able to begin performance for full operational capacity and shall notify the CO that the facility is ready to begin accepting detainees. This may occur earlier at the request of the Contractor, but only if ICE determines the Contractor is capable of accepting detainees.

In either instance, the CO will issue a Notice to Proceed before the facility begins to accept detainees.

The facility shall be located within 30 driving miles of Seattle Tacoma (SeaTac) International Airport in the state of Washington. The facility shall be located within appropriate proximity and access to emergency services (medical, fire protection, law enforcement, etc.).

The Contractor shall ensure that the facility operates in a manner consistent with the mission of the Department of Homeland Security (DHS) and ICE Detention and Removal Operations (DRO). ICE Detention and Removal Operations promotes safety and national security by ensuring the departure from the United States of all removable illegal residents through the fair and effective enforcement of the nation's immigration laws. While in custody, ICE must ensure that such individuals are housed in a safe, secure, and humane environment and their statutory and constitutional rights are safeguarded.

In housing detainees, the Contractor is required to perform in accordance with the ICE Performance Based National Detention Standards (PBNDS), American Correctional Association (ACA), Standards for Adult Local Detention Facilities (ALDF), and Standards Supplement, Standards for Health Services in Jails, National Commission on Correctional Health Care (NCCHC), and state and local laws on firearms for all locations. Some ACA standards are augmented by ICE policy and/or procedure. In cases where other standards conflict with DHS/ICE Policy or Standards, DHS/ICE Policy and Standards prevail. ICE inspectors or Government-contracted staff will conduct periodic and unscheduled inspections of the facilities to assure compliance of the aforementioned standards. In addition, the Contractor shall provide full and complete cooperation for any request or investigation conducted by the Government.

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

If ICE determines that the Contractor is capable of accepting detainees, the NTP will be issued by the Contracting Officer. The Contractor shall be prepared to begin performance for full operational capacity and accept detainees immediately upon issuance of the NTP.

Detainees are classified as High (Level 3), Medium (Level 2), or Low Risk (Level 1). The male population shall consist of all three levels; however the female population shall consist of only Medium (Level 2) and Low (Level 1). Upon discovery that a detainee may be a juvenile, the Contractor shall immediately notify the COTR or ICE-designee and follow the instructions of the COTR or ICE-designee.

The Contractor shall be responsible for detainee record keeping services and personal property in accordance with Section VI of the PWS. The Contractor shall create and update the records and the Government will store the records. All records will remain the property of the U.S. Government.

Unless otherwise specified, all plans, policies, and procedures, including those identified in the ACA standards, shall be developed by the Contractor and submitted in writing to the CO for review and concurrence prior to issuance of the NTP. Once written concurrence has been granted by the CO, these plans, policies, and procedures shall not be modified without the prior written approval of the CO. The Contractor does not have a right of refusal and shall take all referrals from ICE. Further, the Contractor shall not add any non-ICE detainee population to the facility from any other entity without the expressed prior written approval of the CO.

B. General

The Contractor shall abide by all laws, rules, and regulations applicable to operations and the business entity. The contractor shall pay particular attention to the following rules, duties, and powers listed on Statement of Objective (SOO) C.9.

All services must comply with the Performance Work Statement (PWS) and all applicable federal, state, and local laws and standards. Should a conflict exist between any of these standards, the most stringent shall apply. If the Contractor is unable to determine which standard is more stringent, the Contracting Officer (CO) shall determine the appropriate standard.

The COTR 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. The CO will make all modifications in writing.

The Government reserves its rights to conduct announced and unannounced inspections of any part of the facility at any time and by any method to assess contract performance.

The Contractor shall have 18 months from commencement of this contract to become ACA accredited. The Contractor shall, within nine months from the date of NTP, formally apply for accreditation to the ACA. The Contractor shall furnish written proof of such application to the COTR within five days of the application. The Contractor shall maintain continual compliance with applicable ACA standards and supplements during the performance of the contract, unless otherwise specified by the CO. Once full accreditation has been obtained, the Contractor shall maintain this accreditation throughout the life of the contract, inclusive of any option periods exercised.

This PWS contains numerous references which direct the Contractor to notify, contact, or provide the CO with information or data. Post-award, the CO may formally designate other Government individuals to assume those responsibilities.

The Contractor is responsible for a Quality Control Plan (QCP), which ensures all requirements of this PWS are achieved. The specific requirements for the QCP are further detailed within this PWS.

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

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

The Contractor shall protect, defend, indemnify, save, and hold harmless the United States Government and its employees or agents, from and against any and all claims, demands, expenses, causes of action, judgments and liability arising out of, or in connection with, any negligent acts or omissions of the Contractor, its agents, sub-contractors, employees, assignees, or anyone for whom the Contractor may be responsible. The Contractor shall also be liable for any and all costs, expenses and attorneys fees incurred as a result of any such claim, demand, cause of action, judgment or liability, including those costs, expenses, and attorneys' fees incurred by the United

States Government and its employees or agents. The Contractor's liability shall not be limited by any provision or limits of insurance set forth in the resulting contract.

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

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

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

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

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

C. Exclusivity

The Contractor agrees that the facility is to be for the exclusive use of ICE and its detainee population. No other agency will be allowed to use the facility to house its detainees, prisoners, or inmates without prior approval of the COTR or ICE-designated employee. If given approval, a separate bed day rate shall be negotiated with the other agency and ICE shall not be responsible for payment related to beds used by another agency. The other agency will be separately invoiced for the beds it uses. The duration of the use of beds will be determined on a case by case basis.

D. Quality Control

The Contractor is responsible for management and quality control actions necessary to meet the quality standards set forth in the contract. The Contractor shall provide a Quality Control Plan (QCP) to the CO for concurrence not later than the post award conference (or as directed by the CO). The CO will notify the Contractor of concurrence or required modifications to the plan before the contract start date. The Contractor must make appropriate modifications and obtain concurrence of the plan by the CO before the contract start date. A Notice to Proceed will be issued upon CO concurrence of the QCP, so long as it does not violate any applicable FAR regulation.

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

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

E. Quality Assurance Surveillance Plan (QASP)

ICE developed a Quality Assurance Surveillance Plan (QASP) pursuant to the requirements of the sample PWS. It presents the financial values and mechanisms for applying adjustments to the Contractor's invoices as dictated by work performance measured to the desired level of accomplishment.

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

F. 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.

G. Inspection by Regulatory Agencies

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

H. Performance Evaluation Meetings

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

I. Contractor's Employee Manual

The Contractor shall provide employee rules, which, at a minimum, addresses the following:

1. Organization
2. Recruiting procedures
3. Opportunities for Equal Employment
4. Qualifying for jobs, job descriptions, responsibilities, salaries, and fringe benefits
5. Screening employees for illegal drug use
6. Holidays, leave, and work hours
7. Personnel records, employee evaluations, promotion, and retirement
8. Training
9. Standards of conduct, disciplinary procedures, and grievance procedures

10. Resignation and termination
11. Employee-management relations
12. Security, safety, health, welfare, and injury incidents

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

J. ICE Operations Manual

The Contractor shall maintain Appendix 26-1, Detention Operations Manual, M-482-Detention Standards that contains ICE written policy, plans, and procedures. The Contractor shall make the manual available to all employees. Every employee shall certify in writing that he or she has read, fully understands, and agrees to comply with the procedures outlined in the manual. The Contractor shall maintain these certifications and furnish them to the COTR if requested.

K. Facility Staffing Plan and Key Personnel

The Contractor shall provide a staffing plan that addresses at a minimum the staffing requirements and key personnel to be employed in connection with this contract as outlined in the PWS. The Contractor shall staff the post-positions in accordance with the Contractor-submitted and Government-acknowledged Contractor Staffing Plan. The number, type and distribution of staff as described in the contract-staffing plan shall be maintained throughout the term of the contract. Written requests to change the number, type, and/or distribution of staff described in the staffing plan must be submitted to the CO, through the COTR, for approval prior to implementation. Staffing levels shall not fall below a monthly average of 95% of the total ICE-approved staffing plan. The approved staffing levels for detention/correctional officers shall not fall below a monthly average of 95%. If staffing levels fall below 95% in either category, the CO may instigate invoice deductions or withholdings, as described in the QASP.

Each month, the Contractor shall submit to the COTR the current average monthly vacancy rate, and indicate any individual positions that have been vacant more than 120 days. Failure to fill any individual position within 120 days of the vacancy may result in an equitable adjustment by the CO from the monthly invoice. ICE may calculate the deduction retroactive to day one of the vacancy, excluding the days for ICE's conditional approval process, starting on the day of receipt and concluding on the day conditional approval is granted.

1. Minimum Staffing Requirements

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

2. Supervisory Staffing

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

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

3. Key Personnel

The Contracting Officer shall provide written approval before any employee is assigned to perform duties under this contract. The Contractor shall have key personnel employed and available for duty before the Contractor can begin contract performance. Any subsequent changes to key personnel must meet these criteria

and be approved in writing by the Contracting Officer. The following are considered key personnel for the contract. The Contractor may use other titles.

- a. **Warden/Facility Director.** The Warden/Facility Director shall hold an accredited bachelor's degree in an appropriate discipline, or significant military or corrections experience of a minimum 15 years, and have at least five years of related administrative experience, and have knowledge of program objectives, policies, procedures, and requirements for managing a secure detention/correctional facility. The degree requirement may be satisfied by completion of a career development program that includes work-related experience, training, or college credits at a level of achievement equivalent to the bachelor's degree, as practiced in the federal hiring process. The official holding this position, even in an acting capacity, shall meet ACA requirements.
- b. **Assistant Warden/Assistant Facility Director.** The Assistant Warden/Facility Director shall hold an accredited bachelor's degree in an appropriate discipline, or have a minimum of three years of related industry experience, and have knowledge of program objectives, policies, procedures, and requirements for managing a secure detention/correctional facility. The official holding this position, even in an acting capacity, shall meet ACA requirements.
- c. **Supervisory Detention Officers.** Supervisors must be trustworthy and must have a minimum of one year of experience as a detention officer and two years of successful experience in field supervision (e.g., civilian community law enforcement, commercial or industrial guard service, or security service supervisory positions). The two-year requirement may be satisfied by completion of a career development program that includes work-related experience, training, or college credits at a level of achievement equivalent to the basic requirement, as practiced in the federal hiring process.
- d. **Training Officers.** Certified instructors shall conduct all instruction and testing of Contract personnel. A state or national level recognized institution certification of instructors is mandatory unless otherwise approved in writing by the COTR. Certification of instructors may be established by documentation of past experience in teaching positions or by successful completion of a course of training for qualifying personnel as instructors. The COTR must approve the instructor prior to any training.
- e. **Quality Assurance Manager.** The Quality Assurance Manager shall hold an accredited bachelor's degree in an appropriate discipline, or have a minimum of three years of related industry experience, and have knowledge of program objectives, policies, procedures, and requirements for managing a secure detention/correctional facility.
- f. **Corporate Security Officer.** The Corporate Security Officer 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 securing a detention/correctional facility. The individual will interface with the OPR-PSU through the COTR on all security matters, to include physical, personnel, and protection of all Government information and data accessed by the Contractor and the position will be located at the facility.

To establish and maintain a congenial line of communication with the Contractor, the Contractor's Warden/Facility Director and the COTR shall work together as a team to ensure that required work is accomplished in an efficient and proper manner. There should be no hesitation to call special meetings to discuss and resolve serious problems.

4. 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 COTR upon request.

L. 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 shall perform pre-employment suitability checks for all employees and prospective employees. The Contractor shall take disciplinary action against employees who disregard those standards.

M. Training Program

The Contractor shall establish a training program for all employees, which incorporates the training requirements set forth in the ACA Standards and Subsection V of the PWS. The training plan shall include proficiency testing (if required), instructor(s) and instructor qualifications, course descriptions, and detailed lesson plans that include subject matter and methods of presentation, course objectives, student evaluation procedures, and the location and duration of training. No less than 30 days after contract award and before contract performance begins the Contractor shall submit the training plan to the COTR for review. The Contractor is not to begin training until the COTR has approved the training plan.

N. Housing, Health and Medical Care, Transportation, and Stationary Guards

The Contractor shall provide detention services, to include detainee welfare, transportation, and record keeping services for ICE, in support of the detention and removal process, per ICE PBNDS.

1. Detention Site Standards

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

- a. The Contractor is to report any sighting of vermin/pests to keep the facility clean and vermin/pest free.
- b. Have a suitable waste disposal program.
- c. The Contractor shall provide and distribute suitable linens (sheets, pillow cases, towels, etc.). The Contractor shall launder and change linens per ICE PBNDS.
- d. The Contractor shall provide and distribute appropriate clean blankets.
- e. The Contractor shall ensure fire and emergency exits remain unimpeded to permit prompt evacuation of detainees and staff members in an emergency.
- f. The Contractor shall provide and distribute articles of personal hygiene (e.g., soap, personal deodorant, toothbrush, toothpaste, comb, toilet paper, shaving equipment, and female sanitary items).

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

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

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

2. Health and Medical Care

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

- a. Policies and procedures for accessing 24-hour emergency medical care for ICE detainees.
- b. Policies and procedures for prompt summoning of emergency medical personnel.
- c. Policies and procedures for evacuation of detainees, if deemed necessary by qualified medical personnel.
- d. Policies, procedures, and post procedures for duty officers to ensure that medical emergencies are recognized and promptly attended to.
- e. The Contractor shall notify the COTR and/or ICE designee of all detainee requests for the need of medical treatment. These requests shall be addressed with urgency.

3. Medical Services

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

The Contractor shall ensure that its employees solicit each detainee for health complaints and deliver complaints in writing to the medical and health care staff.

The DIHS acts as the agent and final health authority for ICE on all off-site detainee medical and health-related matters. The relationship of the DIHS to the detainee equals that of physician to patient. The Contractor shall solicit DIHS approval before proceeding with non-emergency, off-site medical care (e.g., off site lab testing, eyeglasses, cosmetic dental prosthetics, and dental care for cosmetic purposes). The Contractor shall submit supporting documentation for non-routine, off-site medical/health services to DIHS. For medical care provided outside the facility, the DIHS may determine that an alternative medical provider or institution is more cost-effective or more aptly meets the needs of ICE and the detainee. ICE may refuse to reimburse the Contractor for non-emergency medical costs incurred that were not pre-approved by the DIHS. The Contractor shall send requests for pre-approval for non-emergency off-site care to:

United States Public Health Service
 Division of Immigration Health Services
 1220 L Street NW, Suite 500
 Washington, DC 20005
 Phone: (202) 732-0100 Fax: (202) 732-0095

The Contractor is to notify all medical providers approved to furnish off-site health care of detainees to submit their bills in accordance with instructions provided to:

VA Financial Service Center
 Attn: Ms Angela Eppard
 Claims Division
 1651 Woodward Street
 Austin, TX 78772
 Phone: (512) 460-5656 Fax: (512) 460-5158

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

Facility Requirements for Infectious Disease Screening

The Contractor will ensure that there is adequate space to provide medical intake screening including a tuberculosis (TB) screening chest x-ray within the intake processing area. 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 will be constructed to exhaust to the exterior and prevent air exchange between the intake screening area and any other area within the facility.

Infectious Disease Screening

In order to prevent the transmission of TB to the resident population of a detention facility, the Contractor will provide adequate space to perform TB screening as part of the routine infectious disease screening process. Detainees will remain isolated from the rest of the facility population (remain in the intake screening area) until the chest x-ray report is obtained and the interpretation verifies that the detainee is free of infectious TB (turnaround time for chest x-ray interpretation should be four hours or less). Detainees who are found to be infected or where there is a possibility that they are infected will be assigned to a respiratory isolation unit until treatment or further testing is done and the detainee is no longer infectious.

Teleradiology Medical Provider

The Contractor shall provide adequate space for the use of services of the ICE Teleradiology Service Provider (ITSP). The cost of the equipment; maintenance of the equipment; training of staff; arrangements for interpretation of the x-rays by credentialed radiologists; and transmission of data to and from the Detention Facility are provided by the ITSP and charged directly to ICE. The Contractor shall coordinate with the ITSP

to ensure adequate space is provided for the equipment, connectivity and electrical services are installed, immediate 24/7 access to equipment for service and maintenance by ITSP technicians is granted, a teleradiology coordinator is appointed and available for training by the ITSP, and medical staff is available to perform the screening exams and receive reports.

4. Armed Transportation Services:

- a. 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 COTR or designated ICE official, including the transportation of detainees to various appointments. When officers are not providing transportation services, the Contractor shall assign the employees to supplement security duties within the facility as directed by the COTR or designated ICE official. However, the primary function of these officers is transportation. Duties as directed by the COTR utilizing these officers shall not incur any additional expenses to the Government.

The Contractor shall assign, at a minimum, two person teams of transportation officers on a daily basis distributed throughout a 24 hour period 7 days a week including weekends and holidays. The COTR shall approve the number of teams assigned to any shift or period of time in order to meet the needs of ICE transportation requirements.

The COTR may determine on a case-by-case basis, per the ICE PBNDS on Transportation by Land (taking into account the distance traveled, the status of detainees transported, number of stops, etc.) that a two-person team is not necessary for some transportation routes. In all other cases, a minimum of two officers shall be assigned, as described above.

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

Nothing in this contract shall restrict the Contractor from acquiring additional vehicles as deemed necessary by the Contractor at no cost to the Government. The Contractor shall not allow employees to use their privately owned vehicles to transport detainees. The Contractor shall furnish vehicles equipped with interior security features in accordance with ICE PBNDS including physical separation of detainees from guards. The Contractor shall provide the interior security specification of the vehicles to ICE for review and approval prior to installation. Vehicles furnished by the Contractor shall be equipped with interior security features such as, but not limited to: door lock controls, window locks, a wire cage with acrylic panel between the driver seat and the rear passenger seats, and provide physical separation of detainees from Detention Officers in accordance with Section J-Attachment 7 titled "DRO Policy and Procedure Manual, Appendix 32-1 Vehicle Ordering Menu."

In the event of transportation services involving distances that exceed a standard eight hour workday to complete, the Contractor shall be reimbursed for related costs of lodging and meals commensurate with the U.S. General Services Administration rates for such within the geographical area of occurrence. Any incurred overtime pay for such services will be reimbursed in accordance with Section B of the contract. The Contractor shall comply with ICE transportation standards related to the number of hours the Contractor employee may operate a vehicle. Overnight lodging resulting from transportation services shall be approved in advance by the COTR or designated ICE official.

The transportation shall be accomplished in the most economical manner. For example, it may be non-economical and inappropriate for four detainees to be transported in a 48-person vehicle.

The Contractor personnel provided for the above services shall be of the same qualifications, receive the same training, complete the same security clearances, and wear the same uniforms as those Contractor personnel provided in the other areas of this contract. Transportation officers shall have the required state licenses for commercial drivers with the proper endorsement limited to vehicles with Automatic Transmission and meet the federal and Washington State Department of Licensing for Medical Certifications at www.dol.wa.gov/driverslicense/cdlmedical.html.

All transportation Detention Officers shall be armed in the performance of these duties.

The Contractor shall supply and maintain restraining equipment, per the ICE PBNDS on Transportation. ICE personnel reserve the right to approve such restraining equipment, as well as the right to inspect such restraining equipment.

The Contractor shall, upon order of the COTR, or upon his or her own decision in an urgent medical situation, transport a detainee to a hospital location. An officer, or officers, shall keep the detainee under constant supervision 24 hours per day until the detainee is ordered released from the hospital, or at the order of the COTR. The Contractor shall then transport the detainee to the detention site.

The COTR may direct the Contractor to transport detainees to unspecified, miscellaneous locations. As a part of the release process, upon the release of a detainee from the facility (e.g., release on bond, supervised release, or case termination), the Contractor, when requested by the COTR or ICE-designated official, shall transport the released detainee to a local transportation area, such as a bus station or taxi stand.

When the COTR provides documents to the Contractor concerning the detainee(s) to be transported and/or escorted, the Contractor shall deliver these documents only to the named authorized recipients or his or her designee. The Contractor shall ensure the material is kept confidential and not viewed by any person other than the authorized recipient.

The Contractor shall establish a fully operational communication system compatible with ICE communication equipment that has direct and immediate contact with all transportation vehicles and post assignments. Upon demand, the COTR shall be provided with current status of all vehicles and post assignment employees.

Failure of the Contractor to comply fully with the detainee(s) departure as pre-scheduled shall result in the Contractor having deductions and/or with-holdings made for non-performance.

As directed by the COTR, the Contractor shall escort detainee(s) to and from the Anchorage, Alaska (ANC) Airport at the cost of the Government.

ICE anticipates normal transportation requirements other than hospital visits and local needs consisting of the following. The mileage is based on a start location of Seattle Tacoma (SeaTac) International Airport in the state of Washington, plus 30 miles per route to allow for geographic diversity:

Seattle area transportation includes, but is not limited to below schedules and routes. The COTR may direct the Contractor to transport detainees to unspecified miscellaneous locations with the same conditions as listed in Sub-Section 4 Armed Transportation Services.

Route	Destination	Frequency	Round-trip mileage per trip
1.	Blaine, Washington	2 times every weekday*	310
2.	Spokane, Washington	Up to 3 times per week	620
3.	Wenatchee, Washington	Up to 3 times per week	300
4.	Tri-Cities (via Yakima), Washington	Up to 3 times per week	510
5.	Portland, Oregon	Every weekday*	390
6.	Medford, Oregon	Up to 3 times per week	930
7.	Seattle local runs	Every weekday*	500
8.	Flight Operations Unit Support (JPATs and successor entity): 1. King County International Airport or 2. Paine Field Airport	Up to 3 times per week	80 (King); 140 (Paine)

* Every weekday means non-holiday work days; on occasion, a route may be required on a weekend day, thus excluding a route during a weekday.

5. Stationary Detention Services:

- a. The Contractor agrees to provide stationary guard services on demand by the COTR and shall include, but is not limited to, escorting and guarding detainees to medical or doctor's appointments, hearings, ICE interviews, and any other remote location requested by the COTR, including hotel watches as necessary. Officers performing these duties shall be armed transportation officers. Qualified detention officer personnel employed by the Contractor under its policies, procedures, and practices will perform such services. The Contractor agrees to augment such practices as may be requested by ICE to enhance specific requirements for security, detainee monitoring, visitation, and contraband control. Public contact is prohibited unless authorized in advance by the COTR.
- b. The Contractor shall be authorized two officers for each such remote location, unless additional officers are required, per the direction of the COTR or designated Agency official.

6. Effectuating Departure of Detainees

Contract employees shall effectuate departures. Effectuating departure requires Contract employees to perform detainee-related activity included but not limited to: positive identification, documentation preparation and review, transportation, escorting, inspecting and evaluating aircraft to ascertain unobservable exits do not exist which could allow escape, placing detainee on proper departing aircraft, remaining at the gate until aircraft is airborne and verifying verbally with carrier gate attendant that aircraft is in flight, certify departure in writing to the COTR, and returning all DHS documentation to the appropriate DHS supervisor upon completing the escort assignment. In addition, Contract employees shall, when required by proper authority, affirm, swear, and witness to all actions of effectuating departure that were accomplished, performed, carried-out, and done and in transactions involving the detainee(s), when required in a legal setting, deposition, or court of law.

III. PERSONNEL

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 effect disciplinary or adverse action against employees who disregard those standards.

A. 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 COTR prior to the employees beginning work under this contract. The Contractor shall hold employees accountable for their conduct based on these standards, which are not restricted to, but must include:

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

7. The Contractor shall report all violations or attempted violations of the standards of conduct or any criminal activity immediately to the COTR. 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 offending employee or employees shall subject the Contractor to appropriate action including possible termination of the contract for default.
8. The Contractor shall not employ any person whose employment would present an actual or apparent conflict of interest. The Contractor is specifically prohibited from hiring active duty military personnel and civilians employment by the Government to perform work under this contract.

B. Minimum Personnel Qualification Standards

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

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

1. All employees shall be a minimum of 21 years of age.
2. Employees shall have general experience that demonstrates the following:
 - a. The ability to greet and deal tactfully with the general public;
 - b. Capability of understanding and applying written and verbal orders, rules, and regulations. All personnel shall be literate and be able to interpret printed rules and regulations, detailed written orders, training instructions and materials, and must be able to compose reports;
 - c. Good judgment, courage, alertness, an even temperament, and render satisfactory performance through knowledge of his/her position responsibilities;
 - d. Ability to maintain poise and self-control during situations that involve mental stress, such as fires, explosions, civil disturbances, and building evacuations.
3. All employees on this contract must maintain current/physical residency in the continental United States.

C. Health Requirements for All Detention Officers

The Contractor shall assign only employees who are in good health to work under this contract. Employees shall be without physical defects or abnormalities that would interfere with performing duties. All Detention Officers who work under this contract shall pass a medical examination conducted by a licensed physician within 30 days prior to initial assignment.

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

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

1. Detention Officers must be free from any serious physical illnesses, ailments, or maladies, including epilepsy. This also includes other diseases that may be transmitted to and result in the disablement of other persons.
2. Detention Officers are required to have the following: (a) correctable distant vision must be equal to or better than 20/20 in each eye; (b) binocular distant vision must be correctable to 20/20; (c) monocular vision is generally disqualifying; depth perception must be equal to or better than 70 seconds of arc; (d) peripheral

vision must be normal; (e) color vision must be normal. Acceptable measure of color discrimination is the Ishihara color (14 plates). X-chrome lenses are not acceptable to ICE as a means of correcting color deficiencies. Any disease or condition, which interferes with a person's vision, may be considered disqualifying. Cases will be reviewed on a case-by-case basis by the COTR.

3. Detention Officers are required to be able to hear in the frequency range from 500-2000 hertz (Hz), the deficit should not exceed 30 decibels in either ear. At 3000 Hz, the deficit should not exceed 40 decibels in either ear. Any disease or condition, which interferes with the ability to hear, may be considered disqualifying. Cases will be reviewed on a case-by-case basis by the COTR.
4. Detention Officers shall not have heart, lung, skeletal, or other physical defects that would impair their ability to perform effectively in either normal or emergency situations.
5. Detention Officers shall possess unimpaired use of hands, arms, legs, and feet. Detention Officers shall be able to run when necessary and be capable of handling portable fire extinguishers, building fire hoses, and related equipment.
6. Detention Officers shall be able to wear all necessary equipment, or other protective items.
7. Officers shall be mentally alert and emotionally stable with an absence of detectable neurotic or psychoneurotic conditions that would affect their ability to act during a stressful situation involving mental stress.
8. As required by the Occupational Safety and Health Administration, 29 CFR, Part 1910.1035 (Occupational Exposure to Tuberculosis), all employees in occupations with high-risk exposure are required to have a TB Skin Test completed annually. The Contractor shall accomplish a baseline test on all newly hired employees. Each employee must have a TB Skin Test Certificate prior to entering on his/her first day of duty. The Contractor shall be responsible for re-testing of employees annually.
9. The Contractor shall report immediately any changes to (1) through (8) above, in a Detention Officer's health status to the COTR. If the COTR 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.

D. Random Drug Testing

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

E. Contraband Program and Inspection

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

The Contractor's employees are subject to random contraband inspection in accordance with facility standards and policies. ICE may require contraband screening and inspection for cause at any time. Upon notification of a violation by the COTR, 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 COTR when the employee is removed from duty.

F. Removal from Duty

If the COTR or the Contractor receives and confirms disqualifying information concerning a Contractor employee, the Contractor shall, upon notification by the COTR, 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 COTR when the employee is removed from duty. Disqualifying information includes but is not limited to the following:

1. Conviction of a felony, a crime of violence, domestic violence, or a serious misdemeanor.
2. Possessing a record of arrests for continuing offenses.

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

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

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

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

G. Tour of Duty Restrictions

The Contractor shall not utilize any uniformed contract 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 COTR prior to an employee performing services that exceed 12 hours. If an employee is performing other duties for either the Contractor or another employer, those hours shall count against the 12-hour limitation.

H. Dual Positions

In the event that a supervisory detention officer is not available for duty the Contractor shall provide a full-time supervisor as a replacement.

A contract employee shall not hold the position of Detention Officer and Supervisory Detention Officer simultaneously. The COTR will document and refer to the Contracting Officer the failure of the Contractor to provide necessary personnel to cover positions.

I. Post Relief

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

J. Personnel Files

The Contractor shall maintain a system of personnel files, and make all personnel files available to the CO and the COTR upon request. These files shall be maintained and current for the duration of the employee's tenure under the contract. The files shall contain verification of training and experience and credentials for all the staff.

K. Uniform Requirements

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

1. Uniforms:

The Contractor shall provide uniforms to its employees. The design and color of the Contractor's uniforms, patches, badges, and other identifiable markings shall not be similar in color or style to those worn by ICE officers. All officers performing under this contract shall wear uniforms of the same style and color while on duty. Lettered breast badges and cap insignia must indicate the rank of authority and be prominently displayed as part of each uniform. A shoulder patch on the left shoulder should distinctly identify the Contractor. The officer shall not wear any other identification of the Contractor on the uniform. Each officer shall wear an identification nametag over the right breast shirt pocket.

Uniforms and equipment do not have to be new, but shall be in good condition and meet the standards at start of duty. Officers not in proper uniform shall be considered "not ready for duty/not on duty" until properly uniformed. All uniforms shall be clean, neat, and in good order. Uniforms that are frayed, stained, faded, or considered too worn by the COTR shall be replaced by the Contractor.

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

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

2. Identification Credentials:

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

- a. A photograph that is at least one inch square that shows the full face and shoulders of the employee and is no more than 30 days old when the Contractor issues the credential.
- b. A printed document that contains personal data and description consisting of the employee's name, gender, birth date, height, weight, hair color and eye color, as well as the date of issuance, and signature of the employee.
- c. To avoid the appearance of having Government issued badges, the contractor shall not possess wallet type badges or credentials. All credentials shall be approved by the COTR or other ICE designated official.

L. Permits and Licenses

1. Business Permits and Licenses

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

2. Licensing of Employees

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

3. 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.

M. Encroachment

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

N. Work Schedules

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

1. Post Work Schedules

One week in advance, the Contractor shall prepare supervisory and Detention Officer work-schedules, for a two-week period, and shall post them in work areas or locker rooms. A manpower report shall be submitted to the COTR on a monthly basis. Schedules shall be prepared on a form designated by ICE. Changes in duty hours shall also be posted on this form in sufficient time to ensure 24-hour advance notice. At the completion of each shift, the Contractor shall, upon request of the COTR, 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 to the COTR. A Contractor Supervisor shall conduct regular post checks to ensure personnel are on duty. When a contract employee is not being utilized at a given post, the Contractor at the direction of the COTR or ICE Supervisor on Duty may reassign him/her to another post.

2. Starting and Stopping Work

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

3. Recording Presence

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

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

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

4. Rest Periods

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

5. Work Relief

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

IV. BACKGROUND AND CLEARANCE PROCEDURES

A. Security Requirements

DHS has determined that performance of the tasks as described in this Performance Work Statement and any subsequent contract and modifications or amendments thereto 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.

B. Suitability Determination

DHS shall have and exercise full control over granting, denying, withholding, or terminating unescorted government facility and/or sensitive Government information access for Contractor employees, based upon the results of a background investigation. DHS may, as it deems appropriate, authorize and make a favorable entry on duty (EOD) decision based on preliminary security checks. The favorable EOD decision would allow the employees to commence work temporarily prior to the completion of the full investigation. The granting of a favorable EOD decision shall not be considered as assurance that a full employment suitability authorization will follow as a result thereof. The granting of a favorable EOD decision or a full employment suitability determination shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by DHS, at any time during the term of the contract. No employee of the Contractor shall be allowed to EOD and/or access sensitive information or systems without a favorable EOD decision or suitability determination by the Office of Professional Responsibility, Personnel Security Unit (OPR-PSU). No employee of the Contractor shall be allowed unescorted access to a Contract Detention Facility or any Government facility or facility used in furtherance of DHS activities without a favorable EOD decision or suitability determination by the OPR-PSU.

C. Background Investigations and Required Forms

Contract employees (to include applicants, temporaries, part-time, and replacement employees) under the contract, needing access to sensitive information, shall undergo a position sensitivity analysis based on the duties each individual will perform on the contract, see Section J-Attachment 10. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. Background investigations will be processed through the OPR-PSU. Prospective Contractor employees with adequate security clearances issued by the Defense Industrial Security Clearance Office (DISCO) may not be required to submit complete security packages, as the clearance issued by DISCO may be accepted. Prospective Contractor employees without adequate security clearances issued by DISCO shall submit the following completed forms to the Personnel Security Unit through the COTR, no less than five days before the starting date of the contract or five days prior to the expected entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor:

1. Standard Form 85P, "Questionnaire for Public Trust Positions" Form and the Standard Form 85 PS will be submitted via e-QIP (electronic Questionnaires for Investigation Processing)
2. E-Quip Signature Forms (3), Signature Form, Release of Information Form and Release of Medical Information Form (2 copies of each)
3. FD Form 258, "Fingerprint Card" (2 Cards)
4. Foreign National Relatives or Associates Statement
5. DHS 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act"
6. Optional Form 306 Declaration for Federal Employment (applies to Contractors as well).

Required forms will be provided by DHS at the time of award of the contract. Only complete packages will be accepted by the OPR-PSU. Specific instructions on submission of packages will be provided upon award of the contract.

Be advised that unless an applicant requiring access to sensitive information has resided in the U.S. for three of the past five years, the Government may not be able to complete a satisfactory background investigation. In such cases, DHS retains the right to deem an applicant as ineligible due to insufficient background information.

The use of Non-U.S. citizens, including Lawful Permanent Residents (LPRs), is not permitted in the performance of this contract for any position that involves access to, development of, or maintenance to any DHS IT system.

D. Continued Eligibility

If a prospective employee is found to be ineligible for access to Government facilities or information, the COTR will advise the Contractor that the employee shall not continue to work or to be assigned to work under the contract.

OPR-PSU may require drug screening for probable cause at any time and/or when the Contractor independently identifies circumstances where probable cause exists. The Contractor must post the ICE "Drug Free Workplace Policy" in all contract work areas.

OPR-PSU may require reinvestigations when derogatory information is received and/or every five years.

DHS reserves the right and prerogative to deny and/or restrict the facility and information access of any Contractor employee whose actions are in conflict with the standards of conduct, 5 CFR 2635 and 5 CFR 3801, or whom DHS determines to present a risk of compromising sensitive Government information to which he or she would have access under this contract.

The Contractor will report any adverse information coming to his or her attention concerning contract employees under the contract to the OPR-PSU through the COTR. 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 employees' name and social security number, along with the adverse information being reported.

The COTR or other ICE-designated official shall notify OPR-PSU of all terminations/resignations within five days of occurrence. The Contractor will return any expired DHS issued identification cards and building passes, or those of terminated employees to the COTR. If an identification card or building pass is not available to be returned, a

report must be submitted to the COTR, referencing the pass or card number, name of individual to whom issued, the last known location, and disposition of the pass or card. The COTR will return the identification cards and building passes to the responsible Unit.

E. Employment Eligibility

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 its 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 on this contract. The Contractor will ensure that this provision is expressly incorporated into any and all subcontracts or subordinate agreements issued in support of this contract.

F. Security Management

The Contractor shall appoint a senior official to act as the Corporate Security Officer. The individual will interface with the OPR-PSU through the COTR on all security matters, to include physical, personnel, and protection of all Government information and data accessed by the Contractor.

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

The following computer security requirements apply to both Department of Homeland Security (DHS) operations and to the former Immigration and Naturalization Service operations (FINS). These entities are hereafter referred to as the Department.

G. Information Technology Security Clearance

When sensitive government information is processed on department telecommunications and automated information systems, the Contractor agrees to provide for the administrative control of sensitive data being processed and to adhere to the procedures governing such data. Contractor personnel must have favorably adjudicated background investigations.

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

H. Information Technology Security Training and Oversight

All contractor employees using Department automated systems or processing Department sensitive data will be required to receive Security Awareness Training. This training will be provided by the appropriate component agency of DHS.

Contractors 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 and systems rules of behavior. Department contractors, 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. Supervisors 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).

V. **TRAINING**

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

A. **General Training Requirements**

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

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

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

1. **Basic Training Subjects**

Officers must complete the following list of basic training subjects. The course title is followed by the estimated hours of training for that subject and shall be in accordance with the ACA and ICE PBNDS.

a. In-service Orientation/Social Diversity	2 HRS
b. Counseling Techniques/Suicide Prevention and Intervention*	2 HRS
c. Conduct/Duties/Ethics and Courtroom Demeanor	2 HRS
d. Bomb Defense and Threats	1 HR
e. Telephone Communications/Radio Procedures	1 HR
f. Annual IT Security Training	1 HR
g. Fire and other Emergency Procedures	2 HRS
h. Treatment and Supervision of Detainees	2 HRS
i. ICE Use of Force Policy	2 HRS
j. Security Methods/Key Control/Count	1 HR
k. Procedures/Observational Techniques	4 HRS
l. EEO/Sexual Harassment	2 HRS
m. Detainee Escort Techniques	1 HR
n. ICE Paperwork/Report Writing	2 HRS
o. Detainee Searches/Detainee Personal Property	4 HRS
p. Property/Contraband	2 HRS
q. Detainee Rules and Regulations	2 HRS
r. First Aid*	4 HRS
s. Cardiopulmonary Resuscitation (CPR)*	4 HRS
t. Blood-borne Pathogens*	2 HRS

u. Self Defense	8 HRS
v. Use of Restraints	5 HRS
w. Firearms Training	**
x. Sexual Abuse/Assault Prevention and Intervention*	2 HRS
y. ICE Performance Based National Detention Standards	2 HRS

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

** Critical Training Subjects*

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

2. Refresher Training

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

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

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

3. On-the-Job Training

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

- 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.

4. Training during Initial 60 Day Period

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

5. 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 three minutes.
- b. Perform cardiopulmonary resuscitation (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.

B. 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:

- | | |
|---|-------|
| 1. Techniques for issuing written and verbal orders | 2 HRS |
| 2. Uniform clothing and grooming standards | 1 HR |
| 3. Security Post Inspection procedures | 2 HRS |
| 4. Employee motivation | 1 HR |
| 5. Scheduling and overtime controls | 2 HRS |
| 6. Managerial public relations | 4 HRS |
| 7. Supervision of detainees | 4 HRS |
| 8. Other company policies | 4 HRS |

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

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

C. Proficiency Testing

The Contractor shall give each Detention Officer a written examination consisting of at least 25 questions after each training course is completed. The Contractor may give practical exercises when appropriate. The COTR will approve the questions before the Contractor can administer the examination. To pass any examination, each officer must achieve a minimum score of 80 percent or better. The Contractor must provide the COTR with the eligible Detention Officer’s completed exam before the Detention Officer may be assigned to duties under the contract. Should an employee fail the written test on the initial attempt, he or she shall be given additional training by the Contractor and be given one additional opportunity to retake the test. If the employee fails to complete and pass the test the second time, the Contractor shall remove the employee from duties on this contract.

D. 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 COTR. Certifications of instructors may be established by documentation of past experience in teaching positions or by successful completion of a course of training for qualifying personnel as instructors. The COTR must approve the instructor prior to the training course.

E. Training Documentation

The Contractor shall submit a training forecast and lesson plans to the COTR 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 COTR 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 COTR or ICE designee.

VI. REQUIRED SERVICES - ADMINISTRATION AND MANAGEMENT

A. Manage Information System for Collecting, Retrieving, Storing, and Reporting Detainee Detention

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.

B. Manage the Receiving and Discharge of Detainees

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

The Contractor shall comply with the ICE policy on Admission and Release when entering detainee admission and release data.

The intake process shall include, at a minimum, a medical and social screening prior to detainee release into the general population.

The Contractor shall provide a detainee classification system that adheres to the requirements of the ICE policy on Detainee Classification, and ensures detainees are classified appropriately using objective criteria. Detainees will be classified and kept physically separate from detainees in other categories. Detainees will be classified upon arrival, before being admitted to the general detainee population. The Contractor will periodically re-classify detainees, in accordance with the ICE PBNDS. When female detainees are housed, they will be issued a separate color uniform than male detainees.

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

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

The Contractor shall have written standard procedures for inventory and receipt of detainee funds and valuables that adheres to the requirements of ICE policy on Funds and Personal Property; and Detention and Removal Operations Policy and Procedure Manual (DROPPM) Update: Chapter 30: Detainee Property Management. Written procedures shall be established for returning funds, valuables, and personal property to a detainee being transferred or released that adheres to the requirements of ICE policy. The Contractor shall ensure that all detainees who are scheduled for either transfer or release are given all funds (in cash) immediately prior to leaving the facility. Confiscated foreign currency funds are to be returned to the detainee. This includes the out-processing of detainees on all removal flights. For such removal flights, the Contractor will provide all necessary items for removal processing.

D. Securely Operate the Facility

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

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

The Contractor shall provide constant armed perimeter surveillance of the facility. Surveillance may be provided via a minimum of one motorized security patrol.

In accordance with ICE Policy, the Contractor shall develop policies and procedures regarding detainee use of those classified controlled tools and equipment most likely to be used in an escape or as a weapon. Further, the Contractor shall ensure that detainee usage of those classified controlled tools and equipment is only under direct Contractor staff supervision.

E. 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 the ICE PBNDS on Sexual Abuse and Assault Prevention and Intervention. This program shall include training and/or information that is given separately to both staff and detainees.

F. Establish and Maintain a Program for Suicide Prevention and Intervention

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

G. Enforce the Detainee Disciplinary Policy

The Contractor shall comply with ICE PBNDS disciplinary policy. Facility authorities shall take disciplinary action against any detainee who is not in compliance with the rules and procedures of the facility.

H. Maintain Detainee Accountability

At least four counts will be conducted every 24 hours with at least one per shift. All counts shall be documented in separate logs maintained in the applicable locations where detainees are housed, the control center, and shift supervisor's office and shall be maintained for a minimum of 30 days. Count records must be available for review and secured away from the detainee population. The Contractor shall develop and implement a comprehensive population count program, in accordance with ICE policy.

I. Collect and Disseminate Intelligence Information

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

J. Provide Security Inspection System

The Contractor will develop and maintain a security inspection system with the aim of controlling the introduction of contraband into the facility, ensure facility safety, security and good order, prevent escapes, maintain sanitary standards, and eliminate fire and safety hazards. The Contractor's inspections program will meet the requirements of ICE PBNDS for Facility Security and Control.

The Contractor shall report all criminal activity related to the performance of this contract to the appropriate law enforcement investigative agency and to the COTR.

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

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

K. Maintain Institutional Emergency Readiness

The Contractor shall submit an institutional emergency plan that will be operational prior to issuance of the NTP, per the ICE PBNDS on Emergency Plans. The plan shall receive the concurrence of the COTR 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.

Likewise, the Contractor shall have in place, an internal corporate nation-wide staff contingency plan consisting of employees who possess the same expertise and skills required of staff working directly on this contract. At the discretion of ICE, these employees would be required to respond to an institutional emergency at the contracted facility if deemed necessary.

The emergency plans shall include provisions for two or more disturbance control teams. Protective clothing and equipment for each team member and 30 percent of all additional facility staff members shall be provided by the Contractor, and maintained in a secure location outside the secure perimeter of the facility.

Any decision by ICE or other federal agencies to provide and/or direct emergency assistance will be at the discretion of the Government. The Contractor shall reimburse the Government for any and all expenses incurred in providing such assistance.

Attempts to apprehend any escapee(s) shall be in accordance with the Emergency Plan, which shall comply with ICE PBNDS regarding Emergency Plans.

The Contractor shall submit to the COTR a proposed inventory of intervention equipment (e.g., weapons, munitions, chemical agents) intended for use during performance of this contract. In accordance with ICE policy, the use of electro-muscular disruption (EMD) devices is prohibited. The COTR, prior to issuance of the NTP, shall provide concurrence of the intervention equipment. The approved intervention equipment inventory shall not be modified without prior written concurrence of the CO.

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

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

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

The Contractor shall restrict access of data information pertaining to ICE detainees to authorized employees with no appropriate clearance who require this information in the course of their official duties.

In accordance with the *Freedom of Information/Privacy Act* (FOIA/PA), the Contractor may not disclose information obtained pertaining to ICE detainees to a third party without written permission from the COTR.

The Contractor shall develop a procedural system to identify and record unauthorized access, or attempts to access ICE detainee information. The Contractor shall notify the COTR or ICE-designee within four hours of a security incident.

VII. FACILITY SECURITY AND CONTROL**A. Security and Control (General)**

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

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

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

B. Unauthorized Access

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

C. Direct Supervision of Detainees

The Contractor shall provide supervision of all detainees in all areas, including supervision in detainee housing and activity areas, to permit Detention Officers to hear and respond promptly to emergencies. The Contractor shall assign a minimum of one officer to directly supervise and monitor each occupied housing unit. This position is separate from the housing control post.

D. Log Books

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

1. Activities that have an impact on the detainee population (e.g., detainee counts, shakedowns, detainee movement in and out of the site, and escorts to and from court).
2. Shift activities (e.g., security checks, meals, recreation, religious services, property lockers, medical visits).
3. Entry and exit of vehicles and persons other than detainees, ICE staff, or Contractor staff (e.g., attorneys and other visitors).
4. Fire drills and unusual occurrences.

E. Records and Reports

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

The Contractor shall provide monthly status reports to the COTR 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 COTR 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.

F. Detainee Counts

The Contractor shall monitor detainee movement and physically count detainees as directed in the ICE Detentions Operations Manual and post orders. (For the ICE Detention Operations Manual, please see <http://www.ice.gov/partners/dro/PBNDS/index.htm>) The Contractor shall be responsible for documenting the physical detainee counts in the logbook. The Contractor shall ensure ICE procedures are followed when the physical detainee count does not show all detainees are accounted for. At a minimum, official detainee counts shall take place four times per day and at least once per shift or as directed by the COTR or ICE designee. All counts shall be documented in separate logs maintained in the applicable locations where detainees are housed, control center, and shift supervisor's office and shall be maintained for a minimum of 30 days.

G. Daily Inspections

The Detention Officers shall conduct daily inspections of all security aspects of the site. They shall check all bars, locks, windows, walls, floors, ventilation covers, glass panels, access plates, protective screens, doors, lights, and equipment for operational wear and detainee tampering. The Detention Officers shall also report slippery floor surfaces. This documentation shall be made daily in a logbook. Problems discovered during these inspections shall be clearly identified in the documentation.

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

H. Control of Contraband

The Contractor shall conduct searches for contraband at least once daily, in all areas in which detainees have access. Searches shall be random and unannounced. During the searches, detainee possessions shall be disturbed as little as possible. Contraband items shall be immediately confiscated, logged into the Contraband logbook in accordance with ICE PBNDS, and turned over to the COTR or ICE-designee on duty. The Contractor shall document records of the searches in a logbook and forward a report to the COTR within 24 hours after discovery of the contraband items.

I. Keys and Access Control Devices

The Contractor shall adhere to key control policies, in accordance with ICE PBNDS Key and Lock Control: The Contractor shall operate and enforce the personnel admitting and identification systems, and package inspection procedures in accordance with security guidelines at the protected premises prescribed by ICE PBNDS.

The Contractor shall accept registered mail and parcels, in accordance with ICE-approved procedures. The Contractor shall be responsible for the distribution of all received mail and parcels.

J. Control of Chemicals

The Contractor shall adhere to ICE PBNDS, ACA, and OSHA established procedures, applicable laws, and regulations governing the storage and inventory of all flammable, toxic, and caustic materials used for janitorial cleaning, laundry maintenance, vehicle maintenance, and other applications.

K. Post Orders

The Contractor shall develop post orders, policies and procedures, and instructions necessary for proper performance at each duty post. Each post will have a separate post order. The Contractor is responsible for compliance with all such orders, policies and procedures, and instructions. ICE shall approve all post orders prior to implementation of them.

The Contractor shall make post orders available to all Contractor employees. Each Detention Officer shall certify, in writing, that he or she understands and agrees to comply with all post orders, policies and procedures, and instructions prior to being initially assigned to that post. The Contractor shall retain Detention Officer Certifications and make them available to the COTR upon request.

L. 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 COTR. All deviations shall be recorded in the daily logbook. When the COTR is not available, the Contractor shall notify ICE-designee immediately or as soon as is practically possible.

M. Use of Force Policy

ICE restricts the use of physical force by Detention Officers to instances of justifiable self-protection, protection of others, and protection of property and prevention of escapes. Physical force may only be used to the degree necessary to safeguard the well being of the detainee(s) and others in the immediate area. The following policies pertain to use of force:

1. In no case shall physical force be used as punishment or discipline.
2. The Contractor shall adhere to ICE Policy Statement on the use of deadly and non-deadly force to include the use of intermediate and deadly weapons.
3. The respective Detention Officer shall immediately report all instances of use of physical force to his or her immediate supervisor. Prior to leaving his or her shift, the Supervisory Detention Officer shall prepare a written report and submit it to the Warden/Facility Director, who shall review, approve, and provide the report to the COTR or ICE-designee within 24 hours of the incident.
4. The physical force report shall include:
 - a. An accounting of the events leading to the use of force.
 - b. A precise description of the incident to include date, time, place, type of force used, and reasons for employing force.
 - c. A description of the person (Detention Officers or detainees) who suffered described injuries, if any, and the treatment given.
 - d. A list of all participants and witnesses (Contractors, detainees, and ICE personnel) to the incident.
5. The calculated use of force must be in accordance with the ICE PBNDS and requires, at a minimum, the following:
 - a. The formulation of an After Action Review Team, which must include the participation of the COTR.
 - b. An After Action Report submitted to the COTR within 30 days of the incident, with corrective actions noted, if applicable.
 - c. Video footage of the incident must be made available for ICE review.

N. Use of Restraints Policy

The Contractor shall comply with ICE written policy and procedures governing the use of restraint equipment. Restraints shall never be applied as punishment for more time than is necessary. Restraints shall be used only as a precaution against escape during transfer to prevent detainee self-injury, injury to others, property damage, or for medical reasons under direction of the Health Authority. Restraints consist of handcuffs, waist restraints, and leg restraints. When directed by the COTR, the Detention Officer may use disposable nylon straps in lieu of handcuffs or leg restraints in emergencies, mass arrest situations, or if a detainee's wrists or ankles are too large for conventional restraints. ICE prohibits the Contractor from using all other restraint devices.

O. Intelligence Information

The Contractor shall notify the COTR or ICE-designee immediately on issues which could impact the safety, security, and the orderly operation of the facility.

P. Notification and Public Disclosures

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

Q. Lost and Found

The Contractor shall log and maintain all lost and found articles and shall report all items to the COTR or ICE-designee. The Contractor shall adhere to the requirements contained in the ICE PBNDS for Funds and Personal Property.

R. Escapes

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

1. The Contractor assumes absolute liability for the escape of any detainee in its control.

2. The Contractor shall provide written policies and procedures regarding the actions to be taken in the event of an escape. This document must include reporting requirements for all contract employees, escorts, supervisors, and management personnel. These procedures shall meet the approval of the COTR, be reviewed at least annually, and updated as necessary.
3. Escapes shall be grounds for removing the responsible Contractor Employee(s) from duty if the Contractor Employee(s) is/are determined by the Contractor or the COTR to be negligent, reckless, or intentional. Notice of removal shall be provided to the Contracting Officer.
4. Corrective actions to prevent future escapes or attempted escapes shall be taken immediately and communicated to the COTR for approval. A written report of the remedial action shall be due to the COTR within 24 hours of an escape or attempted escape.
5. An escape is deemed an egregious violation of any applicable ICE PBNDS and subject to an expedited processing of a Contract Discrepancy Report resulting in a deduction or with-holding.

S. Correspondence and Other Mail

In accordance with ICE PBNDS, the Contractor shall ensure that detainees are able to send and receive correspondence in a timely manner subject to limitations required for the safety, security, and orderly operation of the facility. The Contractor shall distribute detainee mail within 24 hours of its arrival at the facility.

T. Evacuation Plan

The Contractor shall furnish 24 hour emergency evacuation procedures.

The Contractor shall develop a written evacuation and alternate staging plan for use in the event of a fire or major emergency, per ICE PBNDS regarding emergency plans.

U. Injury, Illness, and Reports

The Contractor shall immediately assist employees, detainees, 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 COTR 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 a detainee requires immediate medical attention, the Detention Officer shall notify the medical provider as well as the COTR and/or ICE-designee.

The Contractor shall submit a follow-up written report to the COTR 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 a detainee, 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, current status, Worker's Compensation status, and reference to identification of initial report.

V. 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 (EOSH) Manual.

W. Medical Requests

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

X. Emergency Medical Evacuation

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

Y. Sanitation and Hygienic Living Conditions

The Contractor shall comply with the requirements of the Occupational Safety and Health Act of 1970 and all codes and regulations associated with 29 CFR 1910 and 1926. The Contractor shall comply with all applicable ICE, federal, state and local laws, statutes, regulations, and codes. In the event there is more than one reference to a safety, health, or environment requirement in an applicable, law, standard, code, regulation, or ICE policy, the most stringent requirement shall apply.

VIII. DETAINEE RIGHTS, RULES, DISCIPLINE, AND PRIVILEGES**A. General**

The Contractor shall supervise, observe, and protect detainees from personal abuse, discrimination, corporal punishment, personal injury, property damage, harassment, or violation of detainee's civil rights. Contract personnel shall adhere to ICE policies and procedures, and the PBNDS.

In accordance with ICE PBNDS, the Contractor shall permit detainees to: access the law library, legal materials, facilities, and equipment; have document copy privileges; and have the opportunity to prepare legal documents.

IX. MANAGE A DETAINEE WORK PROGRAM**A. General**

Detainee labor shall be used in accordance with the detainee work plan developed by the Contractor, and will adhere to the ICE PBNDS on Voluntary Work Program. The detainee work plan must be voluntary, and may include work or program assignments for industrial, maintenance, custodial, service, or other jobs. The detainee work program shall not conflict with any other requirements of the contract and must comply with all applicable laws and regulations.

Detainees shall not be used to perform the responsibilities or duties of an employee of the Contractor. Detainees shall not be used to perform work in areas where sensitive documents are maintained (designated ICE workspace). Custodial/janitorial services to be performed in designated ICE work space will be the responsibility of the Contractor.

Appropriate safety/protective clothing and equipment shall be provided to detainee workers. Detainees shall not be assigned work that is considered hazardous or dangerous. This includes, but is not limited to, areas or assignments requiring great heights, extreme temperatures, use of toxic substances, and unusual physical demands.

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

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

X. HEALTH SERVICES

Health services will be provided by the Government. The Contractor shall provide adequate space for such health services.

A. Hospitalization of Detainees

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

B. Manage a Detainee Death

The Contractor shall comply with ICE PBNDS regarding 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 COTR 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 forwarded 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; that will perform the autopsy, obtaining state-approved death certificates, and local transportation of the body.

The Contractor, in coordination with the COTR 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.

XI. FOOD SERVICE**A. Manage Food Service Program in a Safe and Sanitary Environment**

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

The Contractor shall provide a sack meal for detainees in custody and those who are absent during any meal. Further, the Contractor shall provide sack meals as requested by ICE staff. The contents of the sack meals must be approved by COTR or designee.

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

The Contractor shall identify, develop, and manage food service program policy, procedures, and practices in accordance with the ICE PBNDS on Food Service.

XII. DETAINEE SERVICES AND PROGRAMS**A. Manage Detainee Clothing, Linens, and Bedding**

The Contractor shall issue and exchange detainee clothing, linen, and bedding in accordance with the ICE PBNDS on Personal Hygiene.

B. Manage Multi-Denominational Religious Services Program

The Contractor shall ensure detainees of different religious beliefs will be provided reasonable and equitable opportunity to practice their respective faiths. The religious services program shall comply with all elements of the ICE PBNDS on Religious Practices. The Contractor shall provide a full-time FTE non-denominational chaplain.

C. Provide for a Detainee Recreation Program

The Contractor shall develop adequate and meaningful recreation programs for detainees at the facility. The Contractor shall ensure that sufficient Detention Officers are assigned to supervise all recreation activities. The detainee recreation program will comply with all elements of the ICE PBNDS on Recreation.

D. Manage and Maintain a Commissary

A commissary shall be operated by the Contractor as a privilege to detainees who will have the opportunity to purchase from the commissary at least once per week. These items will not include those items prohibited by the Warden/Facility Director. All items available at the commissary must be approved by the COTR or ICE-designee. The commissary inventory shall be provided to the COTR upon request. Notice of any price increases must be provided to the COTR. The Contractor may assess sales tax to the price of items, if state sales tax is applicable.

Revenues shall be maintained in a separate account and not commingled with any other funds. If funds are placed in an interest bearing account, the interest earned shall be credited to the detainees. Any expenditure of funds from the account shall only be made with the approval of the Contracting Officer. Any revenues earned in excess of those needed for commissary operations shall be used solely to benefit detainees at the facility.

At the end of the contract period, or as directed by the Contracting Officer, a check for any balance remaining in this account shall be made payable to the Treasury General Trust Fund and given/transmitted to the Contracting Officer.

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

E. Manage and Maintain a Detainee Telephone System

The Contractor shall provide detainees with reasonable and equitable access to telephones as specified in ICE PBNDS on Telephone Access. Telephones shall be located in an area that provides for a reasonable degree of privacy and a minimal amount of environmental noise during phone calls.

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

Telephone rates shall not exceed the dominant carrier tariff rate and shall conform to all applicable federal, state, and local telephone regulations.

The ICE designated Detainee Telephone Services (DTS) vendor will be the exclusive provider of detainee telephones for this facility. The DTS contractor shall be allowed to install vending debit machines and shall receive 100 percent of all revenues collected by sale of prepaid debit services. The DTS provider shall be responsible for furnishing all inventory and supply of prepaid debit cards to the Contractor. The DTS provider shall be responsible for the costs incurred for installation of the equipment, any monthly telephone charges incurred from the operation of DTS, and the maintenance and operation of the system. The Contractor shall not be entitled to any commissions, fees, or revenues generated by the use of the DTS or the detainee telephones.

The Contractor shall inspect telephones for serviceability, in accordance with ICE policies and procedures. The Contractor shall notify the COTR or ICE designees of any inoperable telephones.

F. Provide for the Special Needs of the Female Detainee Population

The Contractor shall provide programs and services to meet the special needs of the female detainee population, including the provision of feminine hygiene products for the female detainee population.

G. Law Library

The Contractor shall provide secure space within the secure perimeter, either a dedicated room or a multipurpose room for books and materials to provide a reading area – “Law Library” – in accordance with the ICE PBNDS on Law Libraries and Legal Material.

H. Physical Plant

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

The facility, whether new construction expansion or an existing physical plant, shall be designed, 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.

The facility, whether new construction expansion or existing physical plant, shall comply with 40 U.S.C. 619, which stipulates compliance with nationally recognized codes and comply with the latest edition in effect on the date of proposal submission of one of the following codes:

1. The Uniform Building Code (UBC), with the State of facility location's Amendments
2. The Building Officials and Code Administrators (BOCA) National Building Code (NBC)
3. The Standard Building Code (SBC)

In the event the jurisdiction in which the facility is located does not mandate use of UBC, BOCA NBC or SBC, then the facility shall comply with the BOCA NBC. Whether the facility is new construction or an expansion of an existing physical plant fire protection and life safety issues shall be governed by the latest edition of the National Fire Protection Association (NFPA) 101 Code for Safety to Life from Fire in Buildings and Structures and applicable National Fire Codes (NFC). Should conflicts occur between NBC and NFC, NFC shall apply. E.O. 12699, as amended by E.O. 13286 - Whether new construction expansion or existing physical plant, the facility shall comply with the Seismic Safety of Federal and Federally Assisted or Regulated New Building Construction. The seismic safety requirements as set forth in either the 1991 International Conference of Building Officials, the UBC, the 1992 BOCA, NBC (or the 1992 Amendments to the Southern Building Code Congress) or SBC are the minimum standards. Should the code applicable for the state in which the facility is located be more stringent than the other codes set forth herein; the state code shall prevail.

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

Activities, which are implemented in whole or in part with federal funds, must comply with applicable legislation and regulations established to protect the human or physical environment and to ensure public opportunity for review. The Contractor shall remain in compliance with federal statutes during performance of the contract including, but not limited to, the following Acts: *Clean Air, Clean Water, Endangered Species, Resources Conservation and Recovery*; and other applicable laws, regulations and requirements. The Contractor shall also comply with all applicable limitations and mitigation identified in any Environmental Assessment or Environmental Impact Statement prepared in conjunction with the contract pursuant to the *National Environmental Policy Act*, 42 U.S.C. 4321.

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

If a spill(s) or release(s) of any substance into the environment occur, the Contractor shall immediately report the incident to the COTR or ICE designated official. The liability for the spill or release of such substances rests solely with the Contractor and its agent.

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

Fire Alarm Systems and Equipment - All fire detection, communication, alarm, annunciation, suppression and related equipment shall be operated, inspected, maintained and tested in accordance with the most current edition of the applicable NEC and Life Safety Codes.

The Contractor shall provide outside lighting sufficient to illuminate the entire facility and secure perimeter with at least 1.5 candlepower per square foot in all areas.

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

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

A number of 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 COTR. In cases of emergency the Contractor shall notify the COTR promptly.

The Contractor shall provide operational space for ICE, Office of Principal Legal Advisor (OPLA), and Executive Office for Immigration Review (EOIR) operations. Supplied design drawings are to be used as a guide regarding space for EOIR functions. ICE will make evaluations of each individual offer regarding EOIR space and make determinations of best value to the Government. All office and multiple use space shall be complete with appropriate electrical, communication, and phone connections.

1. ICE Support Space

Refer to ICE Design Standards for specific office and workstation sizes and specific furnishing requirements for 1,575 beds. The Standards include but are not limited to the following:

A total of 44 offices and 55 workstations as outlined below:

- 1 Office - Assistant Field Office Director
- 1 Office - Officer in Charge
- 1 Office - Assistant Officer in Charge
- 1 Office - Intelligence Officer
- 1 Office - Chief Immigration Enforcement Agent
- 1 Office - Mission Support Specialist
- 2 Offices - Contracting Officer's Technical Representative
- 2 Workstations - Mission Support Assistant
- 1 Workstation – Receptionist
- 1 Office - Intelligence Research Specialists
- 1 Workstation - OIC Secretary
- 6 Offices - Supervisory Detention and Deportation Officers
- 24 Offices - Deportation Officers
- 24 Workstations - Deportation Removal Assistants
- 1 Office - Training Officer
- 1 Office - Detention Operations Supervisor
- 3 Offices - Supervisory Immigration Enforcement Agents
- 27 Workstations - Immigration Enforcement Agents
- File rooms (see Standards for size and quantity)

- Conference rooms adjacent to or within ICE area (see Standards for size and quantity)
- Employee break rooms (see Standards for size and quantity)
- Employee gun lockers that meet the PBNDS
- Employee fitness center/weight room that includes adequate locker room area with showers and restrooms
- ICE Armory per the Detention Standards
- Training room
- Consulate Affairs room

2. OPLA Space

OPLA Space Requirements - based on a 1,575 Bed Correctional Detention Facility (if OPLA shall be located or relocated elsewhere in the complex):

Refer to ICE/OPLA Design Standards for specific office and workstation sizes and specific furnishing and utility requirements for a 1,575 bed Contract Detention Facility. All furniture and case goods shall be furnished by the Contractor in accordance with ICE/OPLA Design Standards. The Standards include but are not limited to the following:

- Supervisory Attorney hard walled office (see Standards for size)
- 12 - Attorney hard walled offices (see Standards for size)
- 4 - Legal Technician workstations (see Standards for size)
- 1 - Mail/File Clerk workstation (see Standards for size)
- 1 - Conference room/Law Library (see Standards for size)
- 1 - Break room (see Standards for size)
- 1 - Supply room (see Standards for size)
- 1 - Storage/Copier room (see Standards for size)
- 1 - Support workstation for fax/scanner/network printer (see Standards for size)
- Separate entrance for OPLA staff is requested with access to parking lot, which must be ADA compliant.
- OPLA Support Space must be provided per the ICE/OPLA Design Standards
- OPLA space shall be contiguous.

3. EOIR Space

EOIR Space Requirements - based on a 1,575 Bed CDF (if the court shall be located or relocated elsewhere in the complex):

Refer to ICE/EOIR Design Standards for specific office and workstation sizes and specific furnishing and utility requirements for a 1,575 bed Contract Detention Facility. All furniture and case goods shall be furnished by the Contractor in accordance with ICE/EOIR Design Standards. The Standards include but are not limited to the following:

- 5 Courtrooms and accompanying office and support space shall be as per the ICE/EOIR Design Standards. The courtrooms shall be sized as follows: 3 courtrooms shall be at the size per the design guide at 850 square feet, and 2 shall be at 650 square feet. Each courtroom should have the capability to hold live court as well as conduct hearings via tele-video. All furniture and case goods shall be furnished by the Contractor in accordance with ICE/EOIR Design Guide and specifications. Any expansion space shall be contiguous to existing court space/function.
- 5 Courtroom Sub-Lobby (see Standards for size)
- 1 Judges' secure corridor (see Standards for size)
- 1 Public/detainee secure corridor (see Standards for size)
- 15 Offices/enclosed spaces/functions (see Standards for size)

- 15 Workstations (see Standards for size)
- 1 Visitation space (pro-bono room) must be provided to meet the ACA and NDS standards
- Separate entrance for judges and staff is required with complete security system and access to parking lot, which must be ADA compliant
- EOIR Support Space must be provided per the ICE/EOIR Design Standards
- EOIR space shall be contiguous.

For further EOIR space requirements, please see *Executive Office for Immigration Review – Design Standards for ICE/DRO Service Processing Centers and Contract Detention Facilities*, May 12, 2006.

For further ICE and OPLA space requirements, please see *Contract Detention Facility (CDF) Design Standards for Immigration and Customs Enforcement (ICE)*, May 14, 2007; addendums: ICE Cabling Standards; Phone Specifications.

Government space shall be climate controlled and located consistent with the administrative office space for the Contractor's staff. Government-occupied space shall be separate from, but accessible to, detainee housing units and the centralized visiting area. Government-occupied space shall also be secure and inaccessible to Contractor staff, except when specific permission is granted by on-site ICE, EOIR, or OPLA staff. The Contractor shall be responsible for all maintenance, security, and janitorial costs associated with space designated for Government staff.

4. Additional Requirements

a. Furniture

All furniture and case goods shall be furnished by the Contractor in accordance with ICE Design Guide and specifications, which include ICE support space and all operational components which include EOIR, OPLA, and DIHS space as required in accordance with the ICE Design Standards.

b. ICE IT Equipment

ICE will provide and install IT equipment in office spaces for ICE personnel only, to include computer workstations and screens, printers, and fax machines. All infrastructure, cabling, and interfacing equipment shall be provided by the Contractor at time of construction/expansion.

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: ICE, OPLA, and DIHS. EOIR shall have a separate system within EOIR IT space as per the EOIR Design Standards.

c. Communication Equipment

The Contractor shall purchase, install and maintain a complete and operating communication system, which includes but is not limited to: cabling, fiber optics, patch panels, landing blocks, circuits, PBX and voice mail, phone sets and other supporting infrastructure and supporting system in compliance with ICE specifications. Separate billing to ICE shall be established on all recurring service fees for communications and IT. Systems shall be installed specifically for ICE use.

NOTE: ICE communication system must be a complete, independent, and physically separate system from the Contractor's communication system, and billed separately. The system shall serve all operational components: ICE, OPLA, and DIHS. EOIR shall have a separate system within EOIR IT space as per the EOIR Design Standards.

d. Visitation and Holding Space

Sufficient space shall be provided for contact and non-contact visitation and group and individual holding rooms, including designated space to permit appropriate screening and searching of both detainees and visitors in visitation areas. The Contractor shall provide at a minimum 25 non-contact rooms (at least 60 square feet each) and a minimum of 10 private, non-monitored attorney-client (detainee) rooms (at least

100 square feet each). Space shall be provided for the storage of visitors' personal items not allowed into the visiting area.

e. ICE Detention Standards

The Contractor shall provide a facility that will support and deliver all of the environmental and physical requirements to ensure total compliance with the current ICE PBNDS. A facility includes all service and support detention areas.

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

f. Parking Spaces

The Contractor shall provide no less than 100 parking spaces on-site at the facility exclusively for Government use.

The Contractor shall ensure that video cameras monitor hallways, exits, and common areas. 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 tapes and may not release them to anyone, unless approved by DHS. The Contractor shall develop a plan for keeping the videos for the duration of the project period and destruction of them upon completion of the program.

XIII. PROPERTY ACCOUNTABILITY

A. General

The Contractor personnel shall not permit any Government property to be taken away or removed from the premises.

The Contractor shall enact practices to safeguard and protect Government property against abuse, loss, or any other such incidents. Government property shall be used only for official business.

All Government property furnished under this contract shall remain property of the Government throughout the contract term. ICE shall maintain a written inventory of all Government property issued to the Contractor for performance hereunder. Upon expiration or termination of this contract, the Contractor shall render a written accounting to the COTR 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 COTR, any and all Government property in its possession or in the possession of any individuals or organizations under its control, except as otherwise provided for in this contract. The Contractor shall cooperate fully in transferring property to the successor Contractor. The Government shall withhold final payment until adjustments are made for any lost property.

B. Facility, Equipment, Materials, Supplies, and Instructions Furnished by the Government

The Government will furnish the following property at no cost to the Contractor:

Copies of the detention standards cited in the PWS and one copy of all pertinent operational manuals shall be provided prior to starting work under the contract. The Contractor shall be responsible for duplication of these standards for Contractor employees.

Administrative forms, Equal Employment Opportunity, Occupational Safety and Health Administration, Service Contract Act, Drug Free Posters, and DHS OIG hotline poster, as required in this contract. As applicable Department of Homeland Security (DHS) work orders will be issued to the Contractor via DHS Form I-203, Order to Detain or Release Alien.

ICE office space equipment, such as, but not limited to: office telephones, copying machines, fax machines, computer equipment, and typewriters for Government use. The Government shall be responsible for installation of conduit and data lines within the dedicated Government office space.

XIV. FIREARMS / BODY ARMOR

A. Firearms Requirements

The Contractor shall provide new firearms and maintain sufficient licensed firearms and ammunition to equip each armed Detention Officer and armed supervisor(s) with a licensed weapon while on duty. Firearms may be re-issued to new replacement employees throughout the life of the contract as long as the firearm is in serviceable condition.

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

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

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

The Contractor shall account for all firearms and ammunition daily.

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

All firearms shall be licensed by the State.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Contractor shall certify firearms training to the COTR.

The Contractor shall certify 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: 1) Ammunition Control Officer and 2) Firearms Control Officer, per ICE PBNDS.

B. Body Armor Requirements

The Contractor shall provide body armor to all armed Detention Officers and armed supervisor(s).

Body armor shall be worn while on armed duty.

The body armor shall meet all requirements as set forth in the ICE Body Armor Policy. See Section J, Attachment 6.

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.

ATTACHMENT 2

**MODEL QUALITY ASSURANCE
SURVEILLANCE PLAN**

**DETENTION SERVICES
SEATTLE AREA CONTRACT DETENTION FACILITY**

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

HSCEDM-09-R-00003



Model Quality Assurance Surveillance Plan
Detention Services
Seattle Area Contract Detention Facility

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**QUALITY ASSURANCE SURVEILLANCE PLAN
IMMIGRATION AND CUSTOMS ENFORCEMENT (ICE)
OFFICE OF DETENTION AND REMOVAL OPERATIONS (DRO)**

1. INTRODUCTION

The Government's Quality Assurance Surveillance Plan (QASP) is based on the premise that the Contractors, and not the Government, are responsible for the day-to-day operation of the CDF, the delivery of secure housing of the detainees, Stationary Detention Services and Transportation of detainees, and all the management and quality control actions required to meet the terms of the contract. The role of the Government in quality assurance is to ensure performance standards are achieved and maintained. The Contractor is required to develop a comprehensive program of inspections and monitoring actions and to document its approach in a Quality Control Plan (QCP). The Contractor's QCP, upon approval by the Government, will be made a part of the resultant contract.

This QASP is designed to provide an effective surveillance method to monitor the Contractor's performance relative to the requirements listed in the contract. The QASP illustrates the systematic method the Government (or its designated on-site representative) will use to evaluate the services the Contractor is required to furnish.

This QASP is based on the principle that the Government must validate that the Contractor is complying with Immigration and Customs Enforcement, Detention and Removal Operations (ICE/DRO) mandated quality standards in providing security, detention, and transportation services. Performance standards address all facets of guard services, detainee handling, including the related administrative, safety, health, facility, records management, food, transportation, etc. Efficient management by the Contractor and use of an approved QCP will ensure that the facility is operating within acceptable quality levels.

2. DEFINITIONS

Acceptable Quality Level: The minimum level of quality that will be accepted by the Government in order to meet the performance standards.

Contracting Officer's Technical Representative (COTR): The COTR interacts with the Contractor to inspect and accept services/work performed in accordance with the technical standards prescribed in the contract. The Contracting Officer issues a written memorandum that appoints the COTR. Other individuals may be designated to assist in the inspection and quality assurance surveillance activities.

Deduction: Funds may be deducted from a monthly invoice for an egregious act or event, or if the same deficiency continues to occur. The Contractor will be notified immediately if such a situation arises. The Contracting Officer in consultation with the Program Office will determine the amount of the deduction. Amounts deducted are not recoverable. The assessment of deductions does not preclude the Contracting Officer from initiating other applicable contract actions and remedies, if applicable.

Functional Area: A logical grouping of performance standards.

Measures: The method for evaluating compliance with the standards.

PBNDS: Performance Based National Detention Standards

Performance Requirements Summary (Attachment A): The Performance Requirements Summary (PRS) depicts what the Government intends to qualitatively inspect. The PRS is based on the statutory, regulatory, policy and operational considerations that will impact the contract as listed on the SOO, Section C.9.

The PRS identifies performance standards grouped into seven functional areas, and quality levels essential for successful performance of each requirement. The PRS is used by the Government reviewers (or their designated representative) when conducting quality assurance surveillance to guide them through the inspection and review processes for assessing compliance in meeting Government standards.

Performance Standards: The performance standards are established in the DRO ICE Performance Based National Detention Standards (PBNDS) and contained in the Detention Operations Manual, at <http://www.ice.gov/partners/dro/opsmanual/index.htm>, as well as the ACA standards for Adult Local Detention Facilities (ALDF). Other standards may also be defined in the contract.

Withholding: Amount of monthly invoice payment withheld pending correction of a deficiency. See Attachment A for information on percentage of invoice amount that may be withheld for each functional area. Funds withheld from payment are recoverable (see Sections 5 and 6) if the COTR and Contracting Officer confirm resolution/correction and approve in writing, and should be included in the next month's invoice.

3. QUALITY CONTROL PLAN

As a part of its agreement with the Government, the Contractor is required to develop, implement, and maintain a Quality Control Plan (QCP) that describes the methods it will use to review its performance to ensure it conforms to the performance requirements. Such reviews are performed by the Contractor in order to validate its operations, and assure the Government that the services meet the performance standards.

The Contractor's QCP shall include monitoring methods that ensure and demonstrate its compliance with the performance standards. This includes inspection methods and schedules that are consistent with the regular reviews conducted by DRO. The reports and other results generated by the Contractor's QCP activities shall be provided to the COTR as requested.

The frequency and type of the Contractor's reviews should be consistent with what is necessary to ensure compliance with the performance standards, but no less frequently than what is described in the Government's monitoring instrument/worksheets (see Attachment C).

The Contractor is encouraged not to limit its inspection to only the processes outlined in the Government's standard; however, certain key documents must be produced by the Contractor to assure the Government that the services meet the performance standards. Some of the documentation that must be generated and made available to the COTR for inspections is listed below. The list is intended as illustrative and is not all-inclusive. The Contractor must develop and implement a program that addresses the specific requirement of each standard and the means it will use to document compliance.

- Written policies and procedures to implement and assess operational requirements of the standard
- Documentation and record keeping ensuring ongoing operational compliance with the standards (e.g., inventories, logbooks, register of receipts, reports)
- Staff training records
- Contract Discrepancy Reports (CDR)
- Investigative reports
- Medical records
- Records of investigative actions taken
- Equipment inspections

4. METHODS OF SURVEILLANCE

The Government will inspect the facility and operations using worksheets it developed for this purpose. All facilities will be subject to an annual full facility review using the procedures outlined in the Detention Management Control Program (DMCP), as well as the ACA Standards for ALDF. More frequent

inspections may be required by the COTR. The Government's annual full facility reviews will use the monitoring checklists (see Attachment C) embedded in the standards to assess overall performance, by reviewing specific items within the seven functional areas on a daily, weekly, monthly, and/or quarterly basis. Both annual and routine inspections will include a review of the Contractor's QCP activities including the reports and results generated by them.

The COTR or designee will evaluate the Contractor's performance by (a) conducting site visits to assess the facility and detainee health and welfare conditions, (b) reviewing documentation, and (c) interviewing the Contractor's personnel and/or detainees. NOTE: For day-to-day activities, the Government will conduct its surveillance using the worksheets created for this purpose, along with the Contract Deficiency Reports (CDR); (see Attachment B) and the "Contract Performance Monitoring Tool" set forth in Attachment C. Where ICE/DRO standards are referenced for annual review purposes, the "Monitoring Instruments" and "Verification Sources" identified in the ICE/DRO standard will be used.

4.1 Site Visits: Site visits are used to observe actual performance and to conduct interviews to determine the extent of compliance with performance standards, and to ensure any noted deficiencies are effectively addressed and corrected as quickly as possible. All Government facilities will have an on-site COTR designee. Routine reviews may involve direct observation of the Contractor's personnel performing tasks, interacting with detainees and other staff members, and/or reviewing documentation that demonstrates compliance with the DRO performance based national detention standards. On-site inspections may be performed by the ICE COTR or by other parties designated as representatives of ICE. Inspections may be planned (e.g., annual inspections and the regularly scheduled inspections identified in Attachment C) or ad-hoc.

4.2 Ad-Hoc: These inspections are unscheduled and will be conducted as a result of special interests or unexpected conditions arising from routine monitoring of the Contractor's QCP, an unusual occurrence pertaining to the agreement, or other ICE concerns. These inspections may also be used as a follow-up to a previous inspection. Inspection findings will be provided to the Contractor as appropriate.

When visiting a site, either the COTR or a designated third party may conduct their own inspections of Contractor's performance activities, or accompany the Contractor's designated Quality Control Inspector (QCI) on scheduled inspections. The COTR may also immediately inspect the same area as soon as the QCI has completed the quality control inspection to determine if any surveillance areas were overlooked. The COTR may also inspect an area prior to the QCI and compare results. The COTR will record all findings; certain deficiencies noted will be provided in writing and must be corrected within a reasonable amount of time in the CDR (see Attachment B).

4.3 Review of Documentation: The Contractor must develop and maintain all documentation as prescribed in the performance standards (e.g., post logs, policies, and records of corrective actions). In addition to the documentation prescribed by the standards, the Contractor must also develop and maintain documentation that demonstrates the results of its own inspections as prescribed in its QCP. The COTR will review both forms of documentation to affirm that the facility conditions, policies/procedures, and handling of detainees all conform to the performance standards stated herein. When reviewing the Contractor's documentation, the Government may review 100 percent of the documents, or a representative sample. Documentation may be reviewed during a site visit, or at periodic points throughout the period of performance.

4.4 Interviews and Other Feedback: The COTR will interview key members of the Contractor's staff, detainees, and other Government personnel to ascertain current practices and the extent of compliance with the performance standards.

5. FUNCTIONAL PERFORMANCE AREAS AND STANDARDS

To facilitate the performance review process, the required performance standards are organized into seven functional areas corresponding to the requirements in the Performance Work Statement (PWS). Each functional area represents a proportionate share (i.e., weight) of the monthly invoice amount payable to the

Contractor based on meeting the performance standards. Payment withholdings will be based on these percentages and weights applied to the overall monthly invoice.

ICE may unilaterally change the functional areas and associated standards affiliated with a specific functional area. The Contracting Officer will notify the Contractor at least 30 calendar days in advance of implementation of the new standard(s). If the Contractor is not provided with the notification, adjustment to the new standards must be made within 30 calendar days after notification. If any change affects pricing, the Contractor may submit a request for equitable price adjustment in accordance with the “Changes” clause. ICE reserves the right to develop and implement new inspection techniques and instructions at any time during performance without advance notice to the Contractor, so long as the standards are not more stringent than those being replaced, unless agreed upon by the parties.

6. FAILURE TO MEET PERFORMANCE STANDARDS

Performance of services in conformance with the PRS standards is essential for the Contractor to receive full payment as identified in the contract. The Contracting Officer may take deductions against the monthly invoices for unsatisfactory performance documented through surveillance of the Contractor’s activities gained through site inspections, reviews of documentation (including monthly QCP reports), interviews, and other feedback. As a result of its surveillance, the Contractor will be assigned the following rating relative to each performance standard:

Rating	Description
Acceptable	Based on the measures, the performance standard is demonstrated.
Deficient	Based on the measures, compliance with most of the attributes of the performance standard is demonstrated and observed with some area(s) needing improvement. There are no critical areas of unacceptable performance
At-Risk	Based on the performance measures, the majority of a performance standard’s attributes are not met.

Using the above standards as a guide, the Contracting Officer will implement adjustments to the Contractor’s monthly invoice as prescribed in Attachment A.

Rather than withholding funds until a deficiency is corrected, there may be times when an event or a deficiency is so egregious that the Government *deducts* (vs. “withholds”) amounts from the Contractor’s monthly invoice. This may happen when an event occurs, such as an escape, traffic accident due to Contractor’s negligence, or sexual abuse, when a particular deficiency is noted three or more times without correction, or when the Contractor has failed to take timely action on a deficiency about which he/she was properly and timely notified. The amount deducted will be consistent with the relative weight of the functional performance area where the deficiency was noted. The deduction may be a one-time event, or may continue until the Contractor has either corrected the deficiency, or made substantial progress in the correction.

Further, a deficiency found in one functional area may tie into another. If a detainee escaped, for example, a deficiency would be noted in “Security and Control,” but may also relate to a deficiency in the area of “Administration and Management.”

7. NOTIFICATIONS

- (a) Based on the inspection of the Contractor’s performance, the COTR will document instances of deficient or at-risk performance (e.g., noncompliance with the standard) using the CDR form located at Attachment B. To the extent practicable, issues should be resolved informally, with the COTR and Contractor working together. When documentation of an issue or deficiency is required, the procedures set forth in this section will be followed.

- (b) When a CDR is required to document performance issues, it will be submitted to the Contractor with a date when a response is due. Upon receipt of a CDR, the Contractor must immediately assess the situation and either correct the deficiency as quickly as possible or prepare a corrective action plan. In either event, the Contractor must return the CDR with the action planned or taken noted. After the COTR reviews the Contractor's response to the CDR including its plan/remedy, the COTR will either accept the plan or correction or reject the correction or plan for revision and provide an explanation. This process should take no more than one week. The CDR should not be used as a substitute for quality control by the Contractor.
- (c) The COTR and CO, in addition to any other designated ICE official, shall be notified immediately in the event of all emergencies. Emergencies 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 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; 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 (e.g., hurricanes, floods, ice/snow storms, heat waves, tornadoes); fence damage; power outages; bomb threats; central detainee monitoring cases admitted to a community hospital; witness security cases taken outside the facility; significant environmental problems that impact the facility operations; transportation accidents (airlift, bus, etc.) resulting in injuries, death, or property damage; and sexual assaults. Note that in an emergency situation, a CDR may not be issued until an investigation has been completed.
- (d) If the COTR concludes that the deficient or at-risk performance warrants a withholding or deduction, the COTR must include the complete CDR (with official response from Contractor) in its monthly report to DRO Headquarters, with a copy to the Contracting Officer. The CDR must be accompanied by the COTR's investigation report and written recommendation for any withholding. If contractual action including a withholding or deduction is appropriate, DRO headquarters will forward the CDR and supporting information to the Contracting Officer for action. The Contracting Officer will consider the COTR's recommendation and forward the CDR along with any relevant supporting information to the Contractor in order to confirm or further discuss the prospective cure, including the Government's proposed course of action. As described in Section 6 above, portions of the monthly invoice amount may be withheld until such time as the corrective action is completed, *or* a deduction may be taken.
- (e) Following receipt of the Contractor's notification that the correction has been made, the COTR may re-inspect the facility. Based upon the COTR's findings, he/she will recommend that the Contracting Officer continue to withhold a proportionate share of the payment until the correction is made, or accept the correction as final and release the full amount withheld for that issue.
- (f) If funds have been withheld and either the Government or the Contractor terminates the contract, those funds will not be released. The Contractor may only receive withheld payments upon successful correction of an instance of non-compliance. Further, the Contractor is not relieved of full performance of the required services hereunder; the contract may be terminated upon adequate notice from the Government based upon any one instance, or failure to remedy deficient performance, even if a deduction was previously taken for any inadequate performance.
- (g) The COTR will maintain a record of all open and resolved CDRs.

8. DETAINEE/MEMBER OF PUBLIC COMPLAINTS

The detainee and the public are the ultimate recipients of the services identified in this contract. Any complaints made known to the COTR will be logged and forwarded to the Contractor for remedy. Upon

notification, the Contractor will be given a pre-specified number of hours after verbal notification from the COTR to address the issue. The Contractor will submit documentation to the COTR regarding the actions taken to remedy the situation. If the complaint is found to be invalid, the Contractor will document its findings and notify the COTR.

9. ATTACHMENTS

- A. Performance Requirements Summary
- B. Contract Discrepancy Report
- C. On-Site Performance Monitoring Tool
- D. Staffing Plan

Attachment A- Performance Requirements Summary

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD (NDS, ICE POLICIES, PWS)	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
<p>Safety (20%)</p> <p>(Addresses a safe work environment for staff, volunteers, contractors and detainees)</p>	<p>PBND References: Part 1 - SAFETY</p> <ol style="list-style-type: none"> 1) Emergency Plans 2) Environmental Health and Safety 3) Transportation (by Land) <p>PWS Section References:</p> <ul style="list-style-type: none"> II-N.1 Detention Site Standards II-N.2 Health and Medical Care II-N.3 Medical Services II-N.4 Armed Transportation Services VI-J Provide Security Inspection System VII-J Control of Chemicals VII-T Evacuation Plan XI-A Food Service 	<p>Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR</p> <p>Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard</p> <p>Periodic reviews in accordance with the contract performance monitoring tool (see attached)</p>	<ul style="list-style-type: none"> • Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard • Periodic reviews in accordance with the attached performance monitoring tool • Monthly review of corrective action plan results • Ad-hoc reviews as needed • CDRs 	<p>Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP)</p>	<p>A Contract Discrepancy Report that cites violations of cited PBNDs and PWS (contract) sections that provide a safe work environment for staff, volunteers, contractors and detainees, permits the Contract Officer to withhold or deduct up to 20% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.</p>
<p>Security (25%)</p> <p>(Addresses protect the community, staff, contractors, volunteers, and detainees from harm)</p>	<p>PBND References: Part 2 - SECURITY</p> <ol style="list-style-type: none"> 4) Admission and Release 5) Classification System 6) Contraband 7) Facility Security and Control 8) Funds and Personal Property 9) Hold Rooms in Detention Facilities 10) Key and Lock Control 11) Population Counts 12) Post Orders 13) Searches of Detainees 14) Sexual Abuse and Assault Prevention and Intervention 15) Special Management Units 16) Staff-Detainee Communication 17) Tool Control 18) Use of Force and Restraints 	<p>Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR</p> <p>Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard</p> <p>Periodic reviews in accordance with the contract performance monitoring tool (see attached)</p>	<ul style="list-style-type: none"> • Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard • Periodic reviews in accordance with the attached performance monitoring tool • Monthly review of corrective action plan results • Ad-hoc reviews as needed • CDRs 	<p>Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP)</p>	<p>A Contract Discrepancy Report that cites violations of PBNDs and PWS (contract) sections that protect the community, staff, contractors, volunteers, and detainees from harm, permits the Contract Officer to withhold or deduct up to 25% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.</p>

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD (NDS, ICE POLICIES, PWS)	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
	<p>PWS Section References: II-N.5 Detention Services (Stationary) II-N.6 Effectuating Departure of Detainees III Personnel III-I Keys and Access Control Devices III-K Post Orders III-E Contraband Program and Inspection VI-A Manage and Account for Detainee Assets VI-B Manage the Receiving and Discharge of Detainees VI-E Establish and Maintain a Program for Prevention of Sexual Abuse/Assault VI-K Maintain Institutional Emergency Readiness VII Facility Security and Control XIV-A Firearms Requirements XIV-B Body Armor XI-A Food Service</p>				
<p>Order (10%) (Addresses contractor responsibility to maintain an orderly environment with clear expectations of behavior and systems of accountability)</p>	<p>PBND Reference: Part 3 - ORDER 19) Disciplinary System</p> <p>PWS Section References: VIII Detainee Rights, Rules, Discipline, and Privileges</p>	<p>Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR</p> <p>Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard</p> <p>Periodic reviews in accordance with the contract performance monitoring tool (see attached)</p>	<ul style="list-style-type: none"> • Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard • Periodic reviews in accordance with the attached performance monitoring tool • Monthly review of corrective action plan results • Ad-hoc reviews as needed • CDRs 	<p>Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP)</p>	<p>A Contract Discrepancy Report that cites violations of PBND and PWS (contract) sections that maintain an orderly environment with clear expectations of behavior and systems of accountability permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.</p>

<p>Care (25%) (Addresses contractor responsibility to provide for the basic needs and personal care of detainees)</p>	<p>PBNSD References: Part 4 - CARE 20) Food Service 21) Hunger Strikes 22) Medical Care 23) Personal Hygiene 24) Suicide Prevention and Intervention 25) Terminal Illness, Advanced Directives, and Death</p> <p>PWS Section References: VI-F Establish & Maintain Program for Suicide Prevention and Intervention VII.U Injury, Illness, and Reports VII.W Medical Requests VII.X Emergency Medical Evacuation VII.Y Sanitation and Hygienic Living Conditions IX.B Manage a Detainee Death X.A Hospitalization of Detainees XI Food Services XII.F Provide for Special Needs of Female Detainee Population XII-A Manage Detainee Clothing, Linen, and Bedding</p>	<p>Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR</p> <p>Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard</p> <p>Periodic reviews in accordance with the contract performance monitoring tool (see attached)</p>	<ul style="list-style-type: none"> • Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard • Periodic reviews in accordance with the attached performance monitoring tool • Monthly review of corrective action plan results • Ad-hoc reviews as needed • CDRs 	<p>Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP)</p>	<p>A Contract Discrepancy Report that cites violations of PBNSD and PWS(contract) sections that provide for the basic needs and personal care of detainees, permits the Contract Officer to withhold or deduct up to 25% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.</p>
<p>Activities (10%) (Addresses contractor responsibilities to reduce the negative effects of confinement)</p>	<p>PBNSD References: Part 5 - ACTIVITIES 26) Correspondence and Other Mail 27) Escorted Trips for Non-Medical Emergencies 28) Marriage Requests 29) Recreation 30) Religious Practices 31) Telephone Access 32) Visitation 33) Voluntary Work Program</p> <p>PWS Section References: II-N.4 Armed Transportation Services VII.S Correspondence and Other Mail IX Manage a Detainee Work Program XII Detainee Services and Programs XII.E Detainee Telephone System</p>	<p>Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR</p> <p>Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard</p> <p>Periodic reviews in accordance with the contract performance monitoring tool (see attached)</p>	<ul style="list-style-type: none"> • Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard • Periodic reviews in accordance with the attached performance monitoring tool • Monthly review of corrective action plan results • Ad-hoc reviews as needed • CDRs 	<p>Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP)</p>	<p>A Contract Discrepancy Report that cites violations of PBNSD and PWS (contract) sections that reduce the negative effects of confinement permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.</p>

<p>Justice (0%)</p> <p>(Addresses contractor responsibilities to treat detainees fairly and respect their legal rights-At this Contract Detention Facility, performance of the applicable PBNDS are the responsibility of ICE and are not the responsibility of the Contractor)</p>	<p>PBNDS References: Part 6 - JUSTICE</p> <p>34) Detainee Handbook 35) Grievance System 36) Law Libraries and Legal Materials 37) Legal Rights Group Presentations</p> <p>PWS references: XII-G Law Library</p>	<p>Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR</p>	<ul style="list-style-type: none"> • Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard • Periodic reviews in accordance with the attached performance monitoring tool • Monthly review of corrective action plan results • Ad-hoc reviews as needed • CDRs 	<p>Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP)</p>	<p>A Contract Discrepancy Report that cites violations of PBNDS and PWS sections that treat detainees fairly and respect their legal rights, permits the Contract Officer to withhold or deduct up to zero% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.</p>
<p>Administration and Management (10%)</p> <p>(Addresses contractor responsibilities to administer and manage the facility in a professional and responsible manner consistent with legal requirements)</p>	<p>PBNDS References: Part 7 - ADMIN & MANAGEMENT</p> <p>38) Detention Files 39) News Media Interviews and Tours 40) Staff Training 41) Transfer of Detainees</p> <p>PWS references: II-D Quality Control Plan II-E Quality Assurance Surveillance Plan II-I Contractor's Employee Manual II-J ICE Operations Manual II-K Facility Staffing Plan and Key Personnel II-L Employee Standards II-M Training Program V Training VI-A Manage Information System for Collecting, Retrieving, Storing and Reporting Detainee Detention VII-P Notification and Public Disclosures VII- A through Y except H and J- VII-O Intelligence Information VII-Q Lost and Found VII-U Injury Illness and Reports VII-V Protection of Employees XI-A Food Services</p>	<p>Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR</p>	<ul style="list-style-type: none"> • Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard • Periodic reviews in accordance with the attached performance monitoring tool • Monthly review of corrective action plan results • Ad-hoc reviews as needed • CDRs 	<p>Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP)</p>	<p>A Contract Discrepancy Report that cites violations of PBNDS and PWS sections that require the Contractor's administration and management of the facility in a professional and responsible manner consistent with legal requirements, permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.</p>

Attachment B - Contract Discrepancy Report

CONTRACT DISCREPANCY REPORT			1. CONTRACT NUMBER
Report Number:			Date:
2. TO: (Contractor and Manager Name)		3. FROM: (Name of COTR)	
DATES			
CONTRACTOR NOTIFICATION	CONTRACTOR RESPONSE DUE BY	RETURNED BY CONTRACTOR	ACTION COMPLETE
4. DISCREPANCY OR PROBLEM <i>(Describe in Detail: Include reference in PWS / Directive: Attach continuation sheet if necessary.)</i>			
5. SIGNATURE OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)			
6. TO: (COTR)		7. FROM: (Contractor)	
8. CONTRACTOR RESPONSE AS TO CAUSE, CORRECTIVE ACTION AND ACTIONS TO PREVENT RECURRENCE. ATTACH CONTINUATION SHEET IF NECESSARY. <i>(Cite applicable Q.A. program procedures or new A.W. procedures.)</i>			
9. SIGNATURE OF CONTRACTOR REPRESENTATIVE			10. DATE
11. GOVERNMENT EVALUATION OF CONTRACTOR RESPONSE/RESOLUTION PLAN: <i>(Acceptable response/plan, partial acceptance of response/plan, rejection: attach continuation sheet if necessary)</i>			
12. GOVERNMENT ACTIONS <i>(Payment withholding, cure notice, show cause, other.)</i>			
CLOSE OUT			
CONTRACTOR NOTIFIED	NAME AND TITLE	SIGNATURE	DATE
COTR			
CONTRACTING OFFICER			



**U.S. Immigration
and Customs
Enforcement**

**Attachment C – On-Site Compliance Monitoring Tool
Detention and Removal Operations**

Facility Name: Seattle Washington Area Month/Year: 04/09

Frequency					PERFORMANCE MONITORING MEASURE	Rating A/D/R/NA	Corrective Action Required / Comments	Due Date
D	W	M	Q					
					1. Emergency Plans			
				A.	Staff trained, and able to identify signs of detainee unrest			
				B.	Written plans locate emergency shut off valves and switches			
				C.	Evacuation routes primary and secondary			
				D.	A complete set of emergency plans is available			
				E.	Facility conducts mock emergency exercises throughout the year to test specific plans			
				F.	Staff work stoppage plan is available			
				G.	The facility meets annually with local, state, & federal officials to discuss MOUs and cooperative contingency plans			
					2. Environmental Health and Safety			
				A.	System for storing/issuing/maintaining hazardous materials			
				B.	Complete inventories of hazardous materials maintained			
				C.	A complete list of MSDS readily accessible to staff and detainees			
				D.	Fire prevention/control/evacuation plan			
				E.	Conduct fire/evacuation drills according to schedule/standard			
				F.	Staff trained to prevent contact with blood and bodily fluids			
				G.	Emergency generators are tested bi-weekly			
				H.	Every employee and detainee using flammable, toxic, or caustic materials receives advance training in their use, storage, and disposal			
				I.	Safety Office (or officer) maintains files of inspection reports; including corrective actions taken			
				J.	Facility appears clean and well maintained			
				K.	All flammable and combustible materials (liquid and aerosol) are stored and used according to label recommendations			

A = ACCEPTABLE D = DEFICIENT R = RISK N/A = NOT APPLICABLE

Frequency				PERFORMANCE MONITORING MEASURE	Rating A/D/R/NA	Corrective Action Required / Comments	Due Date
D	W	M	Q				
				3. Transportation (By Land)			
				A. Documentation indicating safety repairs are completed immediately and vehicles are not used until they have been repaired and inspected, is available for review			
				B. Officers use a checklist during every vehicle inspection			
				C. Transporting officers limit driving time to 10 hours in any 15 hour period when transporting detainees			
				D. Two officers with valid Commercial Drivers Licenses, (CDL's) required in any bus transporting detainees			
				E. Policies and procedures are in place addressing the use of restraining equipment on transportation vehicles			
				F. Vehicles have 2 way radios, cellular telephones, equipment boxes in accordance with the Use of Force standard			
				G. Vehicles have written contingency plans on board			
				4. Admission and Release			
				A. ICE information is available for initial classification			
				B. Medical screening taking place within timeframes			
				C. Inventory detainee personal effects			
				D. Detainee funds accountability in place for admin/release			
				E. All visual searches documented and are not routine in procedure			
				F. Appropriate clothing and bedding issued			
				G. Orientation material in English, Spanish or most prevalent second language			
				5. Classification System			
				A. All detainees classified appropriately upon arrival			
				B. Reassessment and reclassification process in place			
				C. Housing assignments are based upon classification			
				D. Work assignments are based upon classification system			
				E. Detainees are assigned color coded uniforms/wrist bands to reflect classification level			

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Frequency					PERFORMANCE MONITORING MEASURE	Rating A/D/R/NA	Corrective Action Required / Comments	Due Date
D	W	M	Q					
					6. Contraband			
				A.	Policy in place for handling contraband			
				B.	Contraband disposed of properly and documented			
				C.	Facility staff make a concerted effort to control contraband			
					7. Facility Security and Control			
				A.	Staff are required to conduct security check of assigned areas			
				B.	All visitors officially recorded in a visitor log book			
				C.	Front entrance staff inspect ID of everyone entering/exiting			
				D.	Maintain a log of all incoming and departing vehicles			
				E.	Housing unit searches occur at irregular times			
				F.	Area searches documented in log book			
				G.	Daily/Monthly fence checks completed and logged			
				H.	Facility administrator or designee and department heads visit housing units and activity areas weekly			
				I.	Comprehensive staffing analysis determines staffing needs and plans			
				J.	Essential posts and positions are filled with qualified personnel			
				K.	Officers monitor all vehicular traffic entering and leaving the facility			
				L.	The facility has a written policy and procedures to prevent the introduction of contraband into the facility or any of its components			
				M.	Security officer posts located in or immediately adjacent to detainee living areas to permit officers to see or hear and respond promptly to emergency situations. Personal contact and interaction between staff and detainees is required and facilitated			
				N.	Daily procedures include: perimeter alarm system tests; physical checks of the perimeter fence; documenting the results			
				O.	Tools taken into the secure area of the facility are inspected and inventoried before entering and prior to departure			
				P.	The facility has in place a procedure and practice to gather, analyze and utilize intelligence information to include areas such as STGs, narcotics trafficking, financial info, telephone surveillance, high profile detainees, visiting room activities, etc			
				Q.	The facility shares intelligence information with ICE			

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Frequency				PERFORMANCE MONITORING MEASURE	Rating A/D/R/NA	Corrective Action Required / Comments	Due Date
D	W	M	Q				
				8. Funds and Personal Property			
				A. Inventory personal property/funds is maintained			
				B. Funds/valuables documented on receipt			
				C. Detainees property searched for contraband			
				D. Staff forward arriving detainees medication to medical staff			
				E. Detainee funds are deposited into the cash box			
				F. Staff secure every container used to store property with a tamper-proof numbered strap			
				G. Quarterly audits of detainee baggage & luggage are conducted, verified, and logged			
				9. Hold Rooms in Detention Facilities			
				A. Detainees are not held in hold rooms longer than 12 hours			
				B. All detainees pat searched prior to placement in hold room			
				C. Maintain detention log for each detainee in hold room			
				D. Written evacuation plan posted for each hold room			
				E. Hold rooms contain sufficient seating for the number of detainees held			
				F. The maximum occupancy for the hold room will be posted			
				G. No bunks/cots/beds or other related make shift sleeping apparatuses are permitted inside hold rooms			
				H. Male and females are segregated from each other at all times			
				I. Detainees are provided with basic personal hygiene items such as water, soap, toilet paper, cups for water, feminine hygiene items, diapers and wipes			
				J. Officers closely supervise the detention hold rooms. Hold rooms are irregularly monitored every 15 minutes			
				10. Key and Lock Control			
				A. Maintain inventories of all keys/locks/locking devices			
				B. Emergency keys are available for all areas of the facility			
				C. Chit system used to issue security equip./keys/radios			
				D. Policy regarding restricted keys present and followed by staff			
				E. Facility has a key accountability policy and procedures to ensure key accountability. The keys are physically counted daily			
				F. Locks and locking devices are continually inspected, maintained, and inventoried			

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Frequency					PERFORMANCE MONITORING MEASURE	Rating A/D/R/ NA	Corrective Action Required / Comments	Due Date
D	W	M	Q					
					11. Population Counts			
				A.	Staff conduct formal count at least once per 8 hour shift/ 3x per day			
				B.	At least two officers participate in count for each area			
				C.	Recount conducted when incorrect count is reported			
				D.	Face to photo count conducted as necessary			
				E.	Each detainee positively identified during count			
					12. Post Orders			
				A.	Every post has a post order, current & signed by the facility administrator			
				B.	Housing unit officers record all detainee activity in a log			
				C.	Supervisor visits each housing area once per shift			
				D.	Staff sign post orders, regardless of whether the assignment is temporary, permanent, or due to an emergency			
				E.	Anyone assigned to an armed post qualifies with the post weapons before assuming post duty			
					13. Searches of Detainees			
				A.	Unit shakedowns are conducted			
				B.	Random shakedowns conducted & documented			
				C.	The facility employs a schedule to insure that all areas of the facility are routinely searched			
				D.	Canines are not used for force, intimidation, or control of detainees.			
					14. Sexual Abuse and Assault Prevention and Intervention			
				A.	The facility has a Sexual Abuse and Assault Prevention and Intervention Program			
				B.	Detainees are advised of the program			
				C.	All staff are trained, initially and in annual refresher training, in the prevention and intervention areas			
				D.	Sexual Assault Awareness Notice is posted on all housing unit bulletin boards			

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Frequency				PERFORMANCE MONITORING MEASURE	Rating A/D/R/NA	Corrective Action Required / Comments	Due Date
D	W	M	Q				
				15. Special Management Units			
				A. Written order accompany detainee placed in SMU			
				B. SMU reviews are conducted in a timely manner (3,7,14,30,60)			
				C. Admin SMU detainees enjoy same privileges as general population			
				D. Detainees in SMU have access to legal materials			
				E. Detainees in SMU retain visiting privileges			
				F. Maintain a permanent log regarding detainee related activities			
				G. Written order accompany detainee placed in disciplinary SMU			
				H. Detainees in disciplinary SMU have access to legal materials			
				I. Detainees in disciplinary SMU retain visiting privileges			
				J. Disciplinary SMU phone access limited to legal/consular calls			
				K. Detainees in SMUs may shave and shower three times weekly and receive other basic services (laundry, hair care, barbering, clothing, bedding, linen) on the same basis as the general population			
				L. The facility administrator (or designee) visits each SMU daily			
				M. A health care provider visits every detainee in a SMU at least 3x week, and detainees are provided any medications prescribed for them			
				N. Detainees in the SMU are offered at least one hour of recreation per day, scheduled at a reasonable time, at least five days per week. Where cover is not provided to mitigate inclement weather, detainees are provided weather-appropriate equipment and attire			
				O. When a detainee has been held in Admin Segregation for more than 30 days, the facility administrator notifies the Field Office Director, who notifies the ICE/DRO Deputy Assistant Director, DMD			
				16. Staff-Detainee Communication			
				A. Housing unit rounds conducted daily by security staff			
				B. Housing unit rounds conducted daily by Deportation Staff			
				C. Detainee requests answered within 72 hours			
				D. ICE SDC visit schedules are posted in housing unit			
				E. Request forms are available to detainees			
				F. There is a secure box available for detainees to place requests in for ICE staff that is checked on a daily basis			
				G. Unannounced ICE staff housing unit visits occur weekly			
				H. Visiting staff observe, document and communicate current climate and conditions of confinement			

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Frequency				PERFORMANCE MONITORING MEASURE	Rating A/D/R/NA	Corrective Action Required / Comments	Due Date
D	W	M	Q				
				17. Tool Control			
				A. Tool inventories conducted as specified			
				B. Tools marked and readily identifiable			
				C. Procedures for issuance of tools to staff and detainees			
				D. Inventory made of all tools by contractors prior to enter and exit			
				E. There is an individual who is responsible for developing a tool control procedure and an inspection system to insure accountability			
				F. A metal or plastic chit is taken in exchange for all tools issued, and when a tool is issued from a shadow board the receipt chit shall be visible on the shadow board			
				G. Broken or worn out tools are surveyed and disposed of in an appropriate and secure manner			
				H. Department heads are responsible for implementing proper tool control procedures as described in the standard			
				18. Use of Physical Force and Restraints			
				A. Policy governing immediate/calculated use of force			
				B. All use of force incidents documented and reviewed			
				C. Video tapes of incidents preserved/catalogued for 2 1/2 yrs			
				D. Detainee is seen by medical immediately after incident			
				E. Facility subscribes to prescribed confrontation avoidance procedures			
				F. Staff trained in use of force techniques			
				G. Appropriate procedures in place for using 4 and/or 5 point restraints			
				H. Medical staff consulted prior to deploying OC spray in calculated use of force situations			
				I. All electronic stun devices inventoried and used by facility must be approved by ICE National Firearms and Tactical Training Unit			
				19. Disciplinary System			
				A. Rules of conduct/sanctions provided in writing			
				B. Incident reports investigated within 24 hours			
				C. Disciplinary panel adjudicate infractions			
				D. Disciplinary sanctions are in accordance with standards			
				E. Staff representation available			

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Frequency					PERFORMANCE MONITORING MEASURE	Rating A/D/R/NA	Corrective Action Required / Comments	Due Date
D	W	M	Q					
					20. Food Service			
			R	A.	Appropriate security measures for sharps are in place			
		O		B.	Appropriate food temperatures are maintained for both hot and cold food			
	W			C.	Food Service department maintained at a high level of sanitation			
		O		D.	Detainees receive safety and appropriate equipment training prior to beginning work in department			
		O		E.	A minimum of two hot meals served daily			
			R	F.	Facility has a standard 35 day cycle menu			
			R	G.	A registered dietician conducts nutritional analysis			
		O		H.	All menu changes documented			
			R	I.	Common fare menu for authorized detainees			
		O		J.	Weekly inspections conducted and documented			
			R		21. Hunger Strikes			
			R	A.	Procedures for referring detainee to medical if verbally refused or observed refusing to eat beyond 72 hours			
			R	B.	Staff receive training in identification of hunger strike			
			R	C.	Process for determining reason for hunger strike			
					22. Medical Care			
		O		A.	Intake process includes medical and mental health screening			
		O		B.	Sick call procedures established			
		O		C.	Adequate medical staff available proportionate to population			
		O		D.	Pharmaceuticals stored in a secure area			
		O		E.	All detainees receive physical examination/assessment within 14 days of arrival			
		O		F.	Sick call slips available in English, Spanish and/or most prevalent second language			
			R	G.	The facility has a written plan for 24 hour emergency health care when no medical staff are on-duty or when immediate outside medical attention is required			
		O		H.	Medical records are available and transferred with the detainee			
		O		I.	Records are maintained of medication distribution			
		O		J.	All sharps are under strict control and accountability			
		O		K.	A sharps container is used to dispose of used sharps			
				L.	The medical department is maintained at a high level of sanitation			

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Frequency					PERFORMANCE MONITORING MEASURE	Rating A/D/R/NA	Corrective Action Required / Comments	Due Date
D	W	M	Q					
					23. Personal Hygiene			
				A.	Clothing provided upon intake and exchanged weekly			
				B.	Sheets and towels exchanged weekly			
				C.	Climate appropriate clothing issued and maintained in good repair			
				D.	Facility provides and replenishes personal hygiene items as needed, at no cost to detainee			
				E.	Showers operate between 100 degrees and 120 degrees			
				F.	Showers meet ADA standards and requirements			
				G.	Food Service detainee volunteers exchange garments daily			
					24. Suicide Prevention and Intervention			
				A.	The facility has a written suicide prevention and intervention program approved and signed by the health authority and facility administrator which is reviewed annually			
				B.	Every new staff member receives suicide-prevention training. Suicide-prevention training occurs during the employee orientation program and annually thereafter			
				C.	The facility has a designated and approved isolation room for evaluation and treatment			
				D.	Staff observes and documents the status of a suicide-watch detainee at least once every 15 minutes			
					25. Terminal Illness, Advanced Directives, and Death			
				A.	Detainees who are chronically or terminally ill are transferred to an appropriate off-site facility			
				B.	The facility has written plans for addressing organ donations			
				C.	There is a policy addressing Do Not Resuscitate Orders			
				D.	The facility has written procedures detailing the proper notifications			
					26. Correspondence and Other Mail			
				A.	Incoming mail screened and delivered daily			
				B.	Outgoing mail screened for contraband			
				C.	Legal mail opened in front of detainee			
				D.	Incoming funds processed properly			
				E.	Rules for correspondence and other mail posted in housing unit or common areas, and detainee handbook			
				F.	Facility has a system for detainees to purchase stamps			
				G.	SMU has same correspondence privileges as general population			

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Frequency					PERFORMANCE MONITORING MEASURE	Rating A/D/R/NA	Corrective Action Required / Comments	Due Date
D	W	M	Q					
					27. Escorted Trips for Non-Medical Emergencies			
				A.	The Field Office Director considers and approves, on a case-by-case basis, trips to visit an immediate family member in accordance with standards			
					28. Marriage Requests			
				A.	Marriage written requests approved by FOD			
					29. Recreation			
				A.	Outdoor/indoor recreation is provided			
				B.	Access to recreation activities 1 hour x 5 days			
				C.	Staff conduct daily searches of recreation areas			
				D.	In unit sedentary activities are available			
					30. Religious Practices			
				A.	Detainees are allowed to engage in religious services			
				B.	Authorized religious items are allowed in detainee possession			
					31. Telephone Access			
				A.	Upon intake, detainees are made aware of phone policies			
				B.	Out of order phones reported to service provider			
				C.	Telephones inspected regularly by staff			
				D.	Telephone access rules posted in each housing unit			
				E.	The number for the ICE OIG is posted in housing units			
				F.	The pro bono list is posted in housing units			
				G.	Emergency phone call messages delivered to detainees			
				H.	Special access calls are available to detainees			
				I.	Notification of telephone monitoring posted by unit phones			
					32. Visitation			
				A.	Written visitation schedule posted and accessible to the public			
				B.	General visitation log book maintained			
				C.	Visitor dress code enforced			
				D.	Legal visitation available 7 days a week			
				E.	Facility complies with visitation schedule			
				F.	Visitors are searched and identified per standards			
				G.	Current list of Pro Bono services posted in detainee housing			

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Frequency				PERFORMANCE MONITORING MEASURE	Rating A/D/R/NA	Corrective Action Required / Comments	Due Date
D	W	M	Q				
				33. Voluntary Work Program			
			R	A. Facility has a voluntary work program			
			R	B. Maintain a written chart with work assignments/classification level			
		M		C. Facility complies with work hour and pay requirements for detainees			
		M		D. Detainees are medically screened to participate			
		M		E. Detainees receive proper training and safety equipment			
	W			F. Detainee housekeeping meets standards for neatness, cleanliness and sanitation			
				34. Detainee Handbook			
		M		A. Staff aware of handbook contents and follow procedures			
		M		B. Available in both English and Spanish and/or second most prevalent language			
			R	C. Handbook is updated as necessary			
		M		D. Orientation material available to illiterate detainees			
				35. Grievance System			
			R	A. Grievance procedures in place			
		M		B. Staff awareness of procedures for emergency grievances			
		M		C. Grievance log is utilized			
		M		D. Staff forward any grievances that include staff misconduct to ICE			
		M		E. Informal resolution to a detainee grievance documented in detention file			
				36. Law Libraries and Legal Material			
		M		A. Adequate equipment is available for detainees			
		M		B. Legal materials/law library current and available for detainees			
		M		C. Detainee access provided to include SMU			
		M		D. Denials documented			
		M		E. Schedule for use implemented 5 hours weekly per detainee			
		M		F. Access to legal material within 24 hours of written request			
		M		G. Indigent detainees provided free stamps/envelopes for legal matters			
				37. Legal Rights Group Presentations			
			R	A. ICE/DRO approved videos played for all incoming detainees			
		M		B. Posters announcing presentation appear in common areas at least 48 hours prior to presentation			
		M		C. Detainees in SMU receive separate presentation			
		M		D. Facility ensures adequate presentations so all detainees wanting to attend have the opportunity			

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Frequency					PERFORMANCE MONITORING MEASURE	Rating A/D/R/NA	Corrective Action Required / Comments	Due Date
D	W	M	Q					
					38. Detention Files			
				A.	Detention file created for each new arrival			
				B.	Detention files contain documents generated during custody			
				C.	Detention files maintained in a secure area			
					39. News Media Interviews and Tours			
				A.	The facility has a procedure to address news media interview and tours in accordance with NDS			
					40. Staff Training			
				A.	The facility conducts appropriate orientation, initial training, and annual training for all staff, contractors, and volunteers			
				B.	Staff training is conducted according to a regular schedule with sufficient classes to maintain pre-service and in-service training hour compliance			
					41. Transfer of Detainees			
				A.	Detainee provided with detainee transfer notification form			
				B.	Health records/transfer summary accompany detainee			
				C.	Funds and personal property accompany detainee			
				D.	A-File/work folder accompany detainee			

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Sample QAP Contract Performance Monitoring Instrument – Key Indicators

Monthly Key Operational Indicators	Current Month	Previous Month	Difference
Average Daily Population			
Average Daily Population- Facility			
Average Daily Population- Facility			
Average Days in Custody			
# Detainees Received			
# Detainees Transferred			
Classification			
Detainee Classification # Level 1 End of Month (EOM)			
Detainee Classification # Level 2 EOM			
Detainee Classification # Level 3 EOM			
Special Management			
Special Housing: # Placed AS			
Special Housing: # Placed DS			
# Temporary Beds in Use			
Detainee Behavior - Number of Incidents			
Assaults - Detainee-on-Detainee			
Assaults - Detainee-on-Staff			
Drug- or Alcohol-related			
Disturbances			
Hunger Strikes			
Escape Attempts*			
Escapes*			
Suicide Attempts*			
Deaths (Suicide, homicide, natural causes)*			
Incidents of sexual abuse or assault			
Gang related incidents			
<i>Hard contraband attach a summary report on types & quantities recovered</i>			
Number of Detainee Grievances			
Allegations of staff misconduct			
Conditions of confinement			
Food			
Medical			
Discipline			
Group Grievances			

Number of Use of Force Incidents			
Immediate			
Calculated			
# Uses of Chemical Agents			
# Uses of Non-Lethal Weapons			
# Uses of 4/5 Point Restraints			
Personnel			
Number Authorized Positions (all)			
Number Employees on Board (all)			
Number Authorized Positions - Security/Custody Staff			
Number Security/Custody Staff on Board			
Other			
Have there been any interviews by reporters, other news media representatives, academics and others? Attach supplemental info			
Has there been any positive or negative facility or detainee media coverage? Attach supplemental info			
There are weekly meetings between key ICE and facility staff Y/N			
Facility Quality Control Plan is in place Y/N. Attach comments if necessary			

When the facility houses males and females complete a separate Operational Indicators section for each gender.

Attachment D – Staffing Plan

Insert Staffing Plan here.

ATTACHMENT 3

WAGE DETERMINATION 2005-2567 REVISION 10

**DETENTION SERVICES
SEATTLE AREA CONTRACT DETENTION FACILITY**

WD 05-2567 (Rev.-10) was first posted on www.wdol.gov on 11/04/2008

REGISTER OF WAGE DETERMINATIONS UNDER
 THE SERVICE CONTRACT ACT

By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
 EMPLOYMENT STANDARDS ADMINISTRATION
 WAGE AND HOUR DIVISION
 WASHINGTON D.C. 20210

Shirley F. Ebbesen Division of
 Director Wage Determinations

Wage Determination No.: 2005-2567
 Revision No.: 10
 Date of Revision: 10/28/2008

State: Washington
 Area: Washington Counties of Lewis, Pierce, Thurston

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	14.99
01012 - Accounting Clerk II	16.83
01013 - Accounting Clerk III	18.83
01020 - Administrative Assistant	23.37
01040 - Court Reporter	18.09
01051 - Data Entry Operator I	14.10
01052 - Data Entry Operator II	15.38
01060 - Dispatcher, Motor Vehicle	19.68
01070 - Document Preparation Clerk	13.28
01090 - Duplicating Machine Operator	13.19
01111 - General Clerk I	12.68
01112 - General Clerk II	14.80
01113 - General Clerk III	16.82
01120 - Housing Referral Assistant	20.26
01141 - Messenger Courier	12.94
01191 - Order Clerk I	14.24
01192 - Order Clerk II	15.55
01261 - Personnel Assistant (Employment) I	16.56
01262 - Personnel Assistant (Employment) II	18.53
01263 - Personnel Assistant (Employment) III	20.66
01270 - Production Control Clerk	20.68
01280 - Receptionist	14.46
01290 - Rental Clerk	15.60
01300 - Scheduler, Maintenance	16.45
01311 - Secretary I	16.45
01312 - Secretary II	18.40
01313 - Secretary III	20.52
01320 - Service Order Dispatcher	16.27
01410 - Supply Technician	23.37
01420 - Survey Worker	18.09
01531 - Travel Clerk I	12.86
01532 - Travel Clerk II	14.00
01533 - Travel Clerk III	15.07
01611 - Word Processor I	16.20
01612 - Word Processor II	18.19
01613 - Word Processor III	19.61

05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	21.78
05010 - Automotive Electrician	21.78
05040 - Automotive Glass Installer	18.03
05070 - Automotive Worker	20.46
05110 - Mobile Equipment Servicer	18.55
05130 - Motor Equipment Metal Mechanic	21.78
05160 - Motor Equipment Metal Worker	20.46
05190 - Motor Vehicle Mechanic	21.89
05220 - Motor Vehicle Mechanic Helper	18.55
05250 - Motor Vehicle Upholstery Worker	20.46
05280 - Motor Vehicle Wrecker	20.46
05310 - Painter, Automotive	21.12
05340 - Radiator Repair Specialist	20.46
05370 - Tire Repairer	14.81
05400 - Transmission Repair Specialist	21.78
07000 - Food Preparation and Service Occupations	
07010 - Baker	14.00
07041 - Cook I	12.23
07042 - Cook II	13.36
07070 - Dishwasher	9.59
07130 - Food Service Worker	10.17
07210 - Meat Cutter	19.20
07260 - Waiter/Waitress	10.20
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	17.45
09040 - Furniture Handler	15.33
09080 - Furniture Refinisher	17.45
09090 - Furniture Refinisher Helper	15.33
09110 - Furniture Repairer, Minor	16.37
09130 - Upholsterer	18.05
11000 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	11.51
11060 - Elevator Operator	11.55
11090 - Gardener	16.64
11122 - Housekeeping Aide	12.01
11150 - Janitor	14.19
11210 - Laborer, Grounds Maintenance	15.07
11240 - Maid or Houseman	10.53
11260 - Pruner	13.17
11270 - Tractor Operator	17.43
11330 - Trail Maintenance Worker	15.07
11360 - Window Cleaner	15.22
12000 - Health Occupations	
12010 - Ambulance Driver	21.63
12011 - Breath Alcohol Technician	19.31
12012 - Certified Occupational Therapist Assistant	20.86
12015 - Certified Physical Therapist Assistant	20.35
12020 - Dental Assistant	18.08
12025 - Dental Hygienist	41.66
12030 - EKG Technician	28.89
12035 - Electro Neuro-diagnostic Technologist	28.89
12040 - Emergency Medical Technician	21.26
12071 - Licensed Practical Nurse I	17.26
12072 - Licensed Practical Nurse II	19.31
12073 - Licensed Practical Nurse III	21.53
12100 - Medical Assistant	16.21

12130 - Medical Laboratory Technician	19.38
12160 - Medical Record Clerk	16.10
12190 - Medical Record Technician	17.96
12195 - Medical Transcriptionist	17.71
12210 - Nuclear Medicine Technologist	35.75
12221 - Nursing Assistant I	10.95
12222 - Nursing Assistant II	12.31
12223 - Nursing Assistant III	13.43
12224 - Nursing Assistant IV	15.08
12235 - Optical Dispenser	18.16
12236 - Optical Technician	17.26
12250 - Pharmacy Technician	17.11
12280 - Phlebotomist	15.08
12305 - Radiologic Technologist	32.53
12311 - Registered Nurse I	27.09
12312 - Registered Nurse II	33.13
12313 - Registered Nurse II, Specialist	33.13
12314 - Registered Nurse III	40.09
12315 - Registered Nurse III, Anesthetist	40.09
12316 - Registered Nurse IV	48.05
12317 - Scheduler (Drug and Alcohol Testing)	23.93
13000 - Information and Arts Occupations	
13011 - Exhibits Specialist I	19.34
13012 - Exhibits Specialist II	23.84
13013 - Exhibits Specialist III	29.15
13041 - Illustrator I	19.34
13042 - Illustrator II	23.84
13043 - Illustrator III	29.15
13047 - Librarian	28.35
13050 - Library Aide/Clerk	12.96
13054 - Library Information Technology Systems Administrator	25.61
13058 - Library Technician	16.67
13061 - Media Specialist I	16.65
13062 - Media Specialist II	18.66
13063 - Media Specialist III	20.79
13071 - Photographer I	19.82
13072 - Photographer II	22.17
13073 - Photographer III	27.47
13074 - Photographer IV	33.59
13075 - Photographer V	40.65
13110 - Video Teleconference Technician	19.40
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.26
14042 - Computer Operator II	19.31
14043 - Computer Operator III	21.52
14044 - Computer Operator IV	24.05
14045 - Computer Operator V	26.70
14071 - Computer Programmer I (1)	22.45
14072 - Computer Programmer II (1)	26.99
14073 - Computer Programmer III (1)	
14074 - Computer Programmer IV (1)	
14101 - Computer Systems Analyst I (1)	
14102 - Computer Systems Analyst II (1)	
14103 - Computer Systems Analyst III (1)	
14150 - Peripheral Equipment Operator	17.26
14160 - Personal Computer Support Technician	24.05
15000 - Instructional Occupations	

15010 - Aircrew Training Devices Instructor (Non-Rated)	31.27
15020 - Aircrew Training Devices Instructor (Rated)	37.84
15030 - Air Crew Training Devices Instructor (Pilot)	44.77
15050 - Computer Based Training Specialist / Instructor	31.27
15060 - Educational Technologist	30.07
15070 - Flight Instructor (Pilot)	44.77
15080 - Graphic Artist	23.88
15090 - Technical Instructor	23.24
15095 - Technical Instructor/Course Developer	25.01
15110 - Test Proctor	17.80
15120 - Tutor	17.80
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.59
16030 - Counter Attendant	9.59
16040 - Dry Cleaner	12.04
16070 - Finisher, Flatwork, Machine	9.59
16090 - Presser, Hand	9.59
16110 - Presser, Machine, Drycleaning	9.59
16130 - Presser, Machine, Shirts	9.59
16160 - Presser, Machine, Wearing Apparel, Laundry	9.59
16190 - Sewing Machine Operator	12.84
16220 - Tailor	13.63
16250 - Washer, Machine	10.81
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	23.51
19040 - Tool And Die Maker	26.62
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	19.87
21030 - Material Coordinator	20.68
21040 - Material Expediter	20.68
21050 - Material Handling Laborer	15.41
21071 - Order Filler	14.16
21080 - Production Line Worker (Food Processing)	19.87
21110 - Shipping Packer	18.13
21130 - Shipping/Receiving Clerk	18.13
21140 - Store Worker I	14.79
21150 - Stock Clerk	18.66
21210 - Tools and Parts Attendant	19.87
21410 - Warehouse Specialist	19.87
23000 - Mechanics and Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	29.37
23021 - Aircraft Mechanic I	28.50
23022 - Aircraft Mechanic II	29.37
23023 - Aircraft Mechanic III	30.25
23040 - Aircraft Mechanic Helper	22.11
23050 - Aircraft, Painter	25.14
23060 - Aircraft Servicer	24.97
23080 - Aircraft Worker	26.38
23110 - Appliance Mechanic	22.41
23120 - Bicycle Repairer	14.81
23125 - Cable Splicer	29.13
23130 - Carpenter, Maintenance	26.29
23140 - Carpet Layer	23.70
23160 - Electrician, Maintenance	28.34
23181 - Electronics Technician Maintenance I	25.05
23182 - Electronics Technician Maintenance II	26.13
23183 - Electronics Technician Maintenance III	27.06

23260 - Fabric Worker	21.33
23290 - Fire Alarm System Mechanic	22.25
23310 - Fire Extinguisher Repairer	20.10
23311 - Fuel Distribution System Mechanic	26.36
23312 - Fuel Distribution System Operator	24.00
23370 - General Maintenance Worker	19.99
23380 - Ground Support Equipment Mechanic	28.50
23381 - Ground Support Equipment Servicer	24.97
23382 - Ground Support Equipment Worker	26.38
23391 - Gunsmith I	21.31
23392 - Gunsmith II	22.53
23393 - Gunsmith III	25.78
23410 - Heating, Ventilation and Air-Conditioning Mechanic	24.65
23411 - Heating, Ventilation and Air Conditioning Mechanic (Research Facility)	25.41
23430 - Heavy Equipment Mechanic	24.85
23440 - Heavy Equipment Operator	27.73
23460 - Instrument Mechanic	27.64
23465 - Laboratory/Shelter Mechanic	24.90
23470 - Laborer	13.25
23510 - Locksmith	21.16
23530 - Machinery Maintenance Mechanic	26.15
23550 - Machinist, Maintenance	21.49
23580 - Maintenance Trades Helper	13.46
23591 - Metrology Technician I	27.64
23592 - Metrology Technician II	28.50
23593 - Metrology Technician III	29.34
23640 - Millwright	25.76
23710 - Office Appliance Repairer	21.41
23760 - Painter, Maintenance	24.76
23790 - Pipefitter, Maintenance	27.24
23810 - Plumber, Maintenance	22.66
23820 - Pneudraulic Systems Mechanic	25.78
23850 - Rigger	24.34
23870 - Scale Mechanic	23.87
23890 - Sheet-Metal Worker, Maintenance	24.34
23910 - Small Engine Mechanic	19.79
23931 - Telecommunications Mechanic I	25.13
23932 - Telecommunications Mechanic II	27.05
23950 - Telephone Lineman	21.11
23960 - Welder, Combination, Maintenance	21.75
23965 - Well Driller	28.39
23970 - Woodcraft Worker	25.78
23980 - Woodworker	18.60
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	11.36
24580 - Child Care Center Clerk	14.75
24610 - Chore Aide	10.51
24620 - Family Readiness and Support Services Coordinator	12.84
24630 - Homemaker	18.02
25000 - Plant and System Operations Occupations	
25010 - Boiler Tender	25.39
25040 - Sewage Plant Operator	26.41
25070 - Stationary Engineer	25.39
25190 - Ventilation Equipment Tender	19.55
25210 - Water Treatment Plant Operator	26.41
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.97

27007 - Baggage Inspector	13.70
27008 - Corrections Officer	22.07
27010 - Court Security Officer	26.68
27030 - Detection Dog Handler	13.69
27040 - Detention Officer	23.51
27070 - Firefighter	28.65
27101 - Guard I	13.70
27102 - Guard II	20.04
27131 - Police Officer I	30.82
27132 - Police Officer II	34.23
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.69
28042 - Carnival Equipment Repairer	12.44
28043 - Carnival Equipment Worker	9.42
28210 - Gate Attendant/Gate Tender	14.44
28310 - Lifeguard	11.39
28350 - Park Attendant (Aide)	14.56
28510 - Recreation Aide/Health Facility Attendant	10.89
28515 - Recreation Specialist	15.00
28630 - Sports Official	11.39
28690 - Swimming Pool Operator	15.27
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker Bracer	25.32
29020 - Hatch Tender	25.32
29030 - Line Handler	25.32
29041 - Stevedore I	24.43
29042 - Stevedore II	26.42
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	35.93
30011 - Air Traffic Control Specialist, Station (HFO) (2)	24.78
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	27.28
30021 - Archeological Technician I	20.54
30022 - Archeological Technician II	23.62
30023 - Archeological Technician III	29.26
30030 - Cartographic Technician	29.26
30040 - Civil Engineering Technician	25.47
30061 - Drafter/CAD Operator I	21.11
30062 - Drafter/CAD Operator II	23.62
30063 - Drafter/CAD Operator III	26.33
30064 - Drafter/CAD Operator IV	32.39
30081 - Engineering Technician I	18.29
30082 - Engineering Technician II	20.53
30083 - Engineering Technician III	22.97
30084 - Engineering Technician IV	28.46
30085 - Engineering Technician V	34.80
30086 - Engineering Technician VI	42.12
30090 - Environmental Technician	24.56
30210 - Laboratory Technician	20.69
30240 - Mathematical Technician	29.26
30361 - Paralegal/Legal Assistant I	20.79
30362 - Paralegal/Legal Assistant II	25.76
30363 - Paralegal/Legal Assistant III	27.26
30364 - Paralegal/Legal Assistant IV	29.44
30390 - Photo-Optics Technician	29.26
30461 - Technical Writer I	24.32
30462 - Technical Writer II	29.74
30463 - Technical Writer III	35.00

30491 - Unexploded Ordnance (UXO) Technician I	22.83
30492 - Unexploded Ordnance (UXO) Technician II	27.63
30493 - Unexploded Ordnance (UXO) Technician III	33.11
30494 - Unexploded (UXO) Safety Escort	22.83
30495 - Unexploded (UXO) Sweep Personnel	22.83
30620 - Weather Observer, Combined Upper Air or Surface Programs (2)	19.83
30621 - Weather Observer, Senior (2)	22.97
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	13.80
31030 - Bus Driver	17.89
31043 - Driver Courier	16.16
31260 - Parking and Lot Attendant	10.03
31290 - Shuttle Bus Driver	16.73
31310 - Taxi Driver	13.29
31361 - Truck driver, Light	16.80
31362 - Truck driver, Medium	18.25
31363 - Truck driver, Heavy	19.28
31364 - Truck driver, Tractor-Trailer	19.28
99000 - Miscellaneous Occupations	
99030 - Cashier	12.33
99050 - Desk Clerk	10.80
99095 - Embalmer	22.36
99251 - Laboratory Animal Caretaker I	11.93
99252 - Laboratory Animal Caretaker II	12.69
99310 - Mortician	25.80
99410 - Pest Controller	20.11
99510 - Photofinishing Worker	11.48
99710 - Recycling Laborer	20.49
99711 - Recycling Specialist	22.05
99730 - Refuse Collector	18.12
99810 - Sales Clerk	13.82
99820 - School Crossing Guard	15.02
99830 - Survey Party Chief	27.75
99831 - Surveying Aide	16.19
99832 - Surveying Technician	22.18
99840 - Vending Machine Attendant	14.52
99841 - Vending Machine Repairer	18.54
99842 - Vending Machine Repairer Helper	15.85

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.24 per hour or \$129.60 per week or \$561.60 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.)(See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) **COMPUTER EMPLOYEES:** Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination. Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) **AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordinance, explosives, and pyrotechnic compositions such as lead oxide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordinance, explosives, and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordinance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordinance, explosive, and incendiary ordinance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordinance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs. The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Website at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b) (2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

ATTACHMENT 4

SENIORITY LISTING

**DETENTION SERVICES
SEATTLE AREA CONTRACT DETENTION FACILITY**

TITLE	HIRE DATE
DETENTION OFFICER	9/10/1990
DETENTION OFFICER	6/29/1992
SUPV, SHIFT	3/23/1993
DETENTION OFFICER	1/5/1994
TRANSPORTATION OFFICER	7/13/1994
DETENTION OFFICER	7/18/1994
SUPV, SHIFT	1/9/1995
TRANSPORTATION OFFICER	9/11/1995
DETENTION OFFICER	9/21/1995
DETENTION OFFICER	10/17/1995
DETENTION OFFICER	10/28/1996
TRANSPORTATION OFFICER	9/2/1997
SUPV, SHIFT	11/14/1998
COURT SECURITY OFFICER	2/8/1999
TRANSPORTATION OFFICER	2/10/1999
DETENTION OFFICER	7/26/1999
TRANSPORTATION OFFICER	8/30/1999
CHIEF OF SECURITY	1/18/2000
DETENTION OFFICER	4/17/2000
TRANSPORTATION OFFICER	4/24/2000
COURT SECURITY OFFICER	6/19/2000
DETENTION OFFICER	6/19/2000
DETENTION OFFICER	6/19/2000
P/T DETENTION OFFICER	8/21/2000
DETENTION OFFICER	11/6/2000
SUPV, SHIFT	5/14/2001
DETENTION OFFICER	8/22/2001
DETENTION OFFICER, FS	9/24/2001
CLASSIFICATION OFFICER	9/24/2001
TRANSPORTATION OFFICER	9/24/2001
ADMINISTRATIVE ASSISTANT	3/25/2002
DETENTION OFFICER	3/25/2002
SUPV, SHIFT	4/21/2003
DETENTION OFFICER	5/5/2003
DETENTION OFFICER	5/19/2003
DETENTION OFFICER	8/18/2003
MIS SPECIALIST	8/25/2003
FACILITY ADMINISTRATOR	10/20/2003
DETENTION OFFICER	12/1/2003
SUPV, SHIFT	12/1/2003
DETENTION OFFICER	12/1/2003
TRAINING ADMINISTRATOR	1/12/2004
ACCOUNTING CLERK	1/26/2004
COMPLIANCE ADMINISTRATOR	2/9/2004

DETENTION OFFICER	2/23/2004
DETENTION OFFICER	2/23/2004
DETENTION OFFICER	2/23/2004
DETENTION OFFICER	2/23/2004
SUPV, SHIFT	2/23/2004
DETENTION OFFICER	2/23/2004
DETENTION OFFICER	2/23/2004
FIRE & SAFETY MANAGER	2/23/2004
DETENTION OFFICER	2/23/2004
DETENTION OFFICER	2/23/2004
ASST FACILITY ADMIN, SECURITY	2/23/2004
TRANSPORTATION OFFICER	2/23/2004
TRANSPORTATION OFFICER	2/23/2004
TRANSPORTATION OFFICER	2/23/2004
TRANSPORTATION OFFICER	2/23/2004
TRANSPORTATION OFFICER	2/23/2004
TRANSPORTATION OFFICER	2/23/2004
DETENTION OFFICER	5/3/2004
DETENTION OFFICER	5/3/2004
RECORDS TECHNICIAN	5/3/2004
MAINTENANCE TECHNICIAN	6/28/2004
TRANSPORTATION OFFICER	8/2/2004
DETENTION OFFICER	10/4/2004
DETENTION OFFICER	10/4/2004
DETENTION OFFICER	10/4/2004
DETENTION OFFICER	10/4/2004
DETENTION OFFICER	10/4/2004
TRANSPORTATION OFFICER	10/4/2004
TRANSPORTATION OFFICER	10/4/2004
DETENTION OFFICER	10/12/2004
DETENTION OFFICER	10/12/2004
DETENTION OFFICER	10/12/2004
DETENTION OFFICER	10/12/2004
DETENTION OFFICER	5/16/2005
TRANSPORTATION OFFICER	5/16/2005
SUPV, SHIFT	9/19/2005
DETENTION OFFICER	9/19/2005
DETENTION OFFICER	9/19/2005
DETENTION OFFICER	9/19/2005
TRANSPORTATION OFFICER	9/19/2005
TRANSPORTATION OFFICER	9/19/2005
DETENTION OFFICER	1/9/2006
DETENTION OFFICER	1/9/2006
DETENTION OFFICER	1/9/2006
SUPV, SHIFT	1/9/2006

DETENTION OFFICER	1/9/2006
TRANSPORTATION OFFICER	4/10/2006
TRANSPORTATION OFFICER	4/10/2006
TRANSPORTATION OFFICER	4/10/2006
SECRETARY	4/24/2006
DETENTION OFFICER	4/24/2006
COURT SECURITY OFFICER	4/24/2006
COURT SECURITY OFFICER	4/24/2006
TRANSPORTATION OFFICER	4/24/2006
TRANSPORTATION OFFICER	4/24/2006
TRANSPORTATION OFFICER	4/24/2006
DETENTION OFFICER	8/28/2006
DETENTION OFFICER	8/28/2006
DETENTION OFFICER	8/28/2006
DETENTION OFFICER	8/28/2006
DETENTION OFFICER	8/28/2006
TRANSPORTATION OFFICER	8/28/2006
TRANSPORTATION OFFICER	8/28/2006
TRANSPORTATION OFFICER	8/28/2006
TRANSPORTATION OFFICER	8/28/2006
DETENTION OFFICER	1/8/2007
DETENTION OFFICER	1/8/2007
DETENTION OFFICER	1/8/2007
DETENTION OFFICER	1/8/2007
DETENTION OFFICER	1/8/2007
DETENTION OFFICER	1/8/2007
TRANSPORTATION OFFICER	1/8/2007
DETENTION OFFICER	2/12/2007
DETENTION OFFICER	2/12/2007
DETENTION OFFICER	2/12/2007
DETENTION OFFICER	2/12/2007
TRANSPORTATION OFFICER	2/12/2007
TRANSPORTATION OFFICER	2/12/2007
DETENTION OFFICER, FS	3/19/2007
MGR, FOOD SERVICE	3/19/2007
DETENTION OFFICER, FS	3/19/2007
DETENTION OFFICER	6/18/2007
DETENTION OFFICER	6/18/2007
DETENTION OFFICER	6/18/2007
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DETENTION OFFICER	6/18/2007
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DETENTION OFFICER	6/18/2007
DETENTION OFFICER	6/18/2007
DETENTION OFFICER	6/18/2007
DETENTION OFFICER	6/18/2007
DETENTION OFFICER, FS	6/18/2007
DETENTION OFFICER, FS	6/18/2007
JANITOR	6/18/2007
P/T DETENTION OFFICER	7/2/2007
JANITOR	8/7/2007
DETENTION OFFICER	8/27/2007
INMATE ACCOUNTS CLERK	11/13/2007
DETENTION OFFICER	12/10/2007
DETENTION OFFICER	12/10/2007
DETENTION OFFICER	12/10/2007
DETENTION OFFICER	12/10/2007
DETENTION OFFICER	12/10/2007
DETENTION OFFICER	12/10/2007
DETENTION OFFICER, FS	12/10/2007
RECREATION SPECIALIST	12/10/2007
MGR, BUSINESS	1/28/2008
P/T DETENTION OFFICER	2/25/2008
DETENTION OFFICER	2/25/2008
DETENTION OFFICER	2/25/2008
P/T DETENTION OFFICER	2/25/2008
DETENTION OFFICER	2/25/2008
HR ASSISTANT	6/2/2008
DETENTION OFFICER	6/2/2008
DETENTION OFFICER	6/2/2008
DETENTION OFFICER	6/2/2008
DETENTION OFFICER	6/2/2008
P/T DETENTION OFFICER	6/2/2008
DETENTION OFFICER	6/2/2008
RECREATION SPECIALIST	6/2/2008
MGR, FACILITY MAINTENANCE	6/2/2008
DETENTION OFFICER	9/15/2008
DETENTION OFFICER	9/15/2008
DETENTION OFFICER	9/15/2008

DETENTION OFFICER	9/15/2008
DETENTION OFFICER	9/15/2008
DETENTION OFFICER	9/15/2008
DETENTION OFFICER	9/15/2008
DETENTION OFFICER	9/15/2008
P/T DETENTION OFFICER	9/15/2008
DETENTION OFFICER	9/15/2008
DETENTION OFFICER	9/15/2008
DETENTION OFFICER	9/15/2008
DETENTION OFFICER	9/15/2008
DETENTION OFFICER	9/15/2008
INMATE ACCOUNTS CLERK	10/14/2008
DETENTION OFFICER	10/14/2008
DETENTION OFFICER	10/14/2008
DETENTION OFFICER	10/14/2008
DETENTION OFFICER	10/14/2008
DETENTION OFFICER	10/14/2008
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DETENTION OFFICER	10/14/2008

ATTACHMENT 5

DELIVERABLES

**DETENTION SERVICES
SEATTLE AREA CONTRACT DETENTION FACILITY**

**ATTACHMENT 4 – DELIVERABLES OF WRITTEN DOCUMENTATION
DETENTION AND TRANSPORTATION SERVICE**

Copies of each deliverable shall be submitted to either the Contracting Officer or the COTR as described in the “Delivery/Days after Award Column”.

ITEM	DESCRIPTION	SECTION-C SUBSECTION	DELIVERY/DAYS AFTER AWARD
A001	Quality Control Plan	Section II Item D	At post-award conference or as directed by the CO
A002	Copy of the document stating that the employee has received and reviewed the DRO Policy and Procedures Manual (DROPPM)	Section II Item J	Upon request by COTR
A003	Staffing Plan	Section 2 Item K	Within 30 days of revision or upon Government’s request
A004	Resumes of Key Personnel	Section II Item K, Para. 3	Subject to review and approval by the CO and COTR before employee EOD
A005	Organizational Chart	Section II Item K, Para.4	Within 15 days of revision and upon Government request
A006	Training Program	Section II Item M	Subject for review and approval by the CO and COTR within 30 days after Contract Award
A007	Employee’s certifications that they have read and understand the standards of conduct	Section III Item A	Prior to EOD to COTR
A008	Copy of Standards of conduct and corresponding disciplinary actions	Section III Item A	Prior to EOD to COTR
A009	Report of employee(s) in violation or attempt to violate standards of conduct	Section III Item A, Para. 7	Immediately (immediate verbal report, with written follow-up) to COTR
A010	Medical examination conducted by a licensed physician	Section III Item C	30 days prior to EOD.
A011	Notification of change in employee’s health status	Section III Item C, Para. 9	Immediately to COTR
A012	Random drug-screening results	Section III Item D	To COTR within 24 hours after receipt
A013	Contraband control program	Section III Item E	Within 30 days of award to CO and COTR
A014	Employee termination, transfer, suspension, personnel action relating to disqualifying information or incidents of delinquency	Section III Item F	Immediately (immediate verbal report, with written follow-up) to COTR
A015	Personnel files	Section III Item J	Upon request by COTR or CO
A016	Uniform approval by COTR	Section III Item K	Uniform sample or clothing swatches and badges within 7 days of contract award. Any changes in uniform will be subject immediately for review by the CO and COTR before implementation.
A017	Certification that each contract employee has been issued approved credentials	Section III Item K,	Prior to EOD to COTR
A018	Registrations, commissions, permits, or licenses for each uniformed employee	Section III Item L	Prior to EOD to COTR

A019	Detention Officer Assignment Roster	Section III Item N, Para. 1	Posted 1 week in advance and copy to COTR only
A020	Manpower Report	Section III Item N, Para. 1	Monthly to COTR
A021	E-QIP Security Process	Section IV	Prior to EOD to COTR
A022	Training Program	Section V	30 days after contract award to CO and COTR
A023	Institutional Emergency Plan	Section VI Item K	Within 7 days after contract award to COTR and CO
A024	Log Books	Section VII Item D	Upon request by COTR
A025	Manifest of Detainees	Section VII, Item E	Daily to COTR
A026	Monthly status reports	Section VII Item E	Monthly to COTR
A027	Copy of certification stating employee understands and agrees to comply with Post Orders	Section VII Item K	Upon request to COTR
A028	Physical force incident Report	Section VII Item M	Verbal immediately and written prior to end of shift to COTR
A029	Written report for escapes	Section VII Item R	Immediately (verbal report immediately and written report prior to end of shift to COTR
A030	Evacuation Plan	Section VII Item T	30 days after contract award to CO and COTR
A031	Injury, illness, physical harm or threat to safety, health or welfare	Section VII Item T	Immediately (verbal report immediately and written report prior to end of shift) no later than 24 hours of incident to COTR
A032	Detainee death or injury	Section X, Item B	Immediately (Verbal report immediately and written report prior to end of shift) no later than 24 hours of incident to COTR
A033	Commissary Inventory	Section XII Item D	Upon request to COTR
A034	Firearms - a complete listing of licensed firearms by serial numbers and by each safe location	Section XIV Item A	7 days after contract award to COTR
A035	Appropriate state and municipality permits and weapons permit for each officer	Section XIV Item A,	Three working days prior to employee EOD to COTR
A036	Firearms training certificates	Section XIV Item A.	Prior to Entry On Duty (EOD) or performance of duty involving firearms to COTR

ATTACHMENT 6

**IMMIGRATION & CUSTOMS ENFORCEMENT (ICE)
BODY ARMOR POLICY**

**DETENTION SERVICES
SEATTLE AREA CONTRACT DETENTION FACILITY**

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

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

DISTRIBUTION:	ICE
DIRECTIVE NO.:	70001.1
ISSUE DATE:	02/04/2005
EFFECTIVE DATE:	02/04/2005
REVIEW DATE:	02/04/2008
SUPERSEDES:	see section 3

DIRECTIVE TITLE: ICE Body Armor Policy

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

8 USC 1103
 - 2.2. **ICE Policy**

Interim ICE Firearms Policy (July 7, 2004)

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

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

Selection and Application Guide to Personal Body Armor (NIJ Guide 100-01 and 100-98, and amendments)
3. **SUPERSEDED/CANCELLED POLICY/SUMMARY OF CHANGES.** This directive supersedes previous legacy policies, issuances and previously recognized processes for soft body armor for all ICE offices with armed officers.

4. DEFINITIONS.

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

5. POLICY

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

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

- 5.5. All Detention and Removal Operations (DRO) armed uniformed officers shall wear their issued body armor while in the performance of their law enforcement duties. When not being worn, body armor should be readily accessible in the vehicle or building where the officer is working. DRO armed officers performing administrative duties or duties inside a detention facility shall not be required to wear their issued body armor.
- 5.6. Due to their covert mission within the aviation environment, Federal Air Marshals shall wear issued body armor according to their internal guidance and procedures as established by the Director, Federal Air Marshal Service.
- 5.7. The wearing of body armor during normal operations is at the discretion of the employee, except during activities as specified in the Procedures Section of this directive and for FPS and DRO armed officers as stated above in sections 5.4 and 5.5.
- 5.8. All employees need to be aware of the health risks associated with the wearing of body armor in high-heat/high humidity conditions and/or during strenuous exertion. When employees are required to wear body armor, they shall be provided opportunities to rehydrate and remove the body armor as necessary.
- 5.9. ICE does not authorize the use of personally owned body armor for armed officers while functioning as ICE employees. Any exception to this requirement first must be approved by the director of the operational component and then by the Director of the National Firearms and Tactical Training Unit (NFTTU).

6. RESPONSIBILITIES.

- 6.1. The NFTTU is responsible for the development of all national policy and procedures, and exercises program management responsibility for the body armor program.
- 6.2. The NFTTU shall coordinate all research, testing, evaluation, procurement, distribution and destruction of body armor.
- 6.3. The SFIs are responsible for coordinating requests for body armor, ensuring training requirements are met and conducting inspections of all body armor as required by the NFTTU.
- 6.4. Supervisors are responsible for ensuring armed personnel under their supervision are issued body armor and that it has not exceeded its expiration date.

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


7. PROCEDURES.

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

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

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

Approved



Michael J. Garcia
Assistant Secretary

ATTACHMENT 7

**DETENTION & REMOVAL OPERATION POLICY AND
PROCEDURE MANUAL (DROPPM)
VEHICLE ORDERING MENU
(APPENDIX 32-1)**

**DETENTION SERVICES
SEATTLE AREA CONTRACT DETENTION FACILITY**

Detention and Removal Operations

DRO Policy and Procedure Manual

Appendix 32-1 Vehicle Ordering Menu

DETENTION AND REMOVAL OPTION PACKAGES FOR ORDERING VEHICLES

- Option 1a. - Large Bus
- 1b. - Mid-Range Bus
- Option 2a. - Standard Airporter
- 2b. - Wheelchair Accessible Airporter
- Option 3a. - 13 Passenger Long Bed Van with Insert
- 3b. - 12 Passenger Long Bed Van w/ Insert and Luggage Space
- 3c. - 12 Passenger Short Bed Van with Insert
- 3d. - 13 Passenger Standard Van, No Insert
- 3e. - Standard Van, No Insert - wheelchair accessible
- Option 4a. - Minivan caged/secure package
- 4b. - Minivan Fugitive Operations package
- Option 5a. - Sedan full-size Caged/secure package
- 5b. - Sedan full-size Fugitive Operations package
- 5c. - Sedan mid-size Fugitive Operations package
- Option 6a. - SUV full-size Caged/secure package
- 6b. - SUV full-size Fugitive Operations package
- 6c. - SUV mid-size Fugitive Operations package
- Option 7. - Pick-up Fugitive Operations package

Option 8. - Fugitive Operations surveillance van*

Under development not available for order at this time

Option 9. - Specialty Vehicle (i.e.: Utility or Food Service Truck;Tractor Trailer)

OPTION DESCRIPTION

Option 1a. - Large Bus

Description: Long-range coach bus retrofit. Standard security screened interior with movable partition. 46-passenger capacity, equipped with lavatory.

Purpose: Long distances, long trip duration, high capacity.

Option 1b. - Mid-range bus

Description: Mid-range coach bus retrofit. Standard security screened interior with movable partition. 44-passenger capacity, equipped with lavatory.

Purpose: Shorter distances and shorter trip duration. Reduced passenger capacity.

Option 2a. Standard Airporter

Description: Twenty-two passenger rear and side loading retrofit. Standard security screened interior. Vehicle and chassis similar to typical airport/rental car shuttle bus. Secure vehicle with an eight-passenger compartment, a twelve-passenger compartment, and a two-passenger compartment. Two-passenger compartment contains a fold-up bench seat allowing for luggage/property storage.

Purpose: Designed for local area operations such as airport or court runs. Ideal for offices where routine operations call for mixed count of officers and detainees, or when detainee count routinely exceeds standard van capacity.

Option 2b. - Wheelchair accessible Airporter

Description: Maximum capacity of nineteen-passenger, rear and side loading retrofit. Standard security screened interior. Vehicle and chassis similar to typical airport/rental car shuttle bus. Secure vehicle with a two-passenger compartment, a twelve-passenger compartment, and a compartment with fold-up bench seats allowing for either two wheelchair bound passengers, or five passengers. The two-passenger compartment also has fold-up bench seat allowing for additional luggage/property storage.

Purpose: Same as option 2a, adding space for two wheel-chair passengers. Versatility to accommodate one or two wheelchairs and a combination of additional escort officers, detainee segregation or additional luggage/property space.

Option 3a. - 13 Passenger Long-Bed Van with Insert

Description: White long-bed cargo van, with thirteen-passenger, long-bed insert installed with a movable partition. Rear and side loading. Insert runs entire length of van.

Purpose: The Insert package is a high security package designed for transporting new apprehensions where classification of background, security level, and/or health conditions, are unknown. Officers cabin air independent of custody compartment. Ideal for shorter distances and trip duration. Easy loading and cleanup. Movable partition provides for custody and/or luggage segregation within insert.

Option 3b. - 12 Passenger Long-Bed Van with Insert

Description: White long-bed cargo van, with twelve-passenger, long-bed insert. Movable partition optional. Rear loading. Insert is shorter than option 3a, creating space between front cabin and insert, allowing for luggage space, and if necessary, side/front loading through front/emergency door of Insert.

Purpose: Same as 3a. Ideal for locations where permanent, easily accessible luggage space is a priority. Side loading of detainees is possible, but not ideal.

Option 3c. - 12 Passenger Short-Bed Van with Insert

Description: White short-bed cargo van, with twelve-passenger insert. Rear loading only. Insert runs entire length of van.

Purpose: Recommended for off road, border operations where long wheelbase bottoming out is a concern. Suitable for locations where luggage segregation and side loading availability is not necessary.

Option 3d. - 13 Passenger Standard Van, No Insert

Description: Standard thirteen-passenger white maxi-van with forward-facing vinyl bench seats with standard security screened package.

Purpose: For longer distances or trip duration where a standard security package and enhanced passenger comfort is appropriate. For operations where custody segregation and officer-custody air separation is not a major issue. Appropriate for transporting of detainees whose background, security level, and health conditions have been properly identified.

Option 3e. Standard Van, No Insert - wheelchair accessible

Description: Standard white maxi-van with forward-facing vinyl bench seats and standard security-screened package. Security screen installed behind bench seats. Rear bench seats are removed to allow for installation of rear-loading wheelchair lift, wheelchair locking

device, and wheelchair. Allows for 7 detainees, side loading only; and one wheelchair detainee, rear-loading only. Rear compartment can be used for luggage and/or equipment when not transporting wheelchair. Security screen allows for separation of detainees from luggage/equipment.

Purpose: Versatility to accommodate one wheelchair and up to seven detainees with segregation for large additional luggage/property space.

Option 4a. - Minivan Caged/security package

Description: Standard white mini-van with forward-facing bench seats with standard security screened package. Allows for up to five detainees.

Purpose: Smaller transport vehicle with lower capacity. Ideal for offices where a smaller vehicle is conducive to operating area.

Option 4b. - Minivan Fugitive Operations package

Description: Standard seven-passenger mini-van with standard fugitive operations package as described below.

Purpose: Self explanatory

Option 5a. Sedan full-size Caged/secure package

Description: Full size white sedan with standard security screened package. Allows for up to three detainees.

Purpose: Secure detainee transport when low number of detainees is routine and a larger capacity vehicle is not warranted.

Option 5b. - Sedan full-size Fugitive Operations package

Description: Full size sedan with standard fugitive operations package as described below.

Purpose: Self-explanatory.

Option 5c. Sedan mid-size Fugitive Operations package

Description: Mid size sedan with standard fugitive operations package as described below.

Purpose: Self explanatory

Option 6a. SUV full-size Caged/secure package

Description: Full size white SUV with standard security screened package. Allows for up to five detainees.

Purpose: Secure detainee transport when low number of detainees is routine and a larger capacity vehicle is not warranted.

Option 6b. SUV full-size Fugitive Operations package

Description: Full size SUV with standard fugitive operations package as described below.

Purpose: Self explanatory

Option 6b. SUV mid-size Fugitive Operations package

Description: Mid size SUV with standard fugitive operations package as described below.

Purpose: Self explanatory

Option 7 Pickup Truck Fugitive Operations package

Description: Full size, extended cab pickup truck with standard fugitive operations package as described below.

Purpose: Self explanatory

Option 8 Fugitive Operations surveillance van*

Under development not available for order at this time

Option 9 Specialty Vehicle

Description: This is a specialty vehicle required to fulfill unique requirements, such as a Food Service Truck to be deployed at a Service Processing Center or tow-truck to be deployed to a Service Maintenance Shop. Prior to ordering, written justification to, and concurrence from, Regional and Headquarters DRO management is required.

FUGITIVE OPERATIONS PACKAGE: Standard Accessories and Amenities

Tilt steering wheel and cruise control

AM/FM radio

Power windows, locks, and side mirrors

Intermittent wipers

Road emergency kit

First aid kit

Fire extinguisher

Service Radio - concealed out of sight

Tinted windows

Front and rear, emergency strobe/flashing lights

Locking trunk box to secure weapon and/or equipment

No alterations are to be made to DRO vehicles without specific concurrence from Regional and Headquarters DRO management.

CAGED/SECURE TRANSPORT VEHICLES (bus/van/suv/sedan): Standard Accessories and Amenities

Tilt steering wheel and cruise control

AM/FM radio

Power windows, locks, and side mirrors

Intermittent wipers

Map light

Road emergency kit

First aid kit

Fire extinguisher

Service Radio roof, console, or dash mounted

Tinted windows

Front and rear, emergency strobe/flashing lights

Locking trunk box to secure weapon and/or equipment

Shotgun rack and gun box (bus and maxi van)

Expanded metal security screen with plexiglass installed between drivers compartment (front seat) and passenger/custody area. Metal bars and/or screen on all windows.

No alterations are to be made to DRO vehicles without specific concurrence from Regional and Headquarters DRO management.

ADDITIONAL ACCESSORIES AVAILABLE - (these items require written justification to, and concurrence from, Regional and Headquarters DRO management)

All Wheel Drive or Four Wheel Drive

Block heater

Heated side mirrors

Transmission cooler

Additional emergency lights

Brush guards

ATTACHMENT 8

PAST PERFORMANCE QUESTIONNAIRE

**DETENTION SERVICES
SEATTLE AREA CONTRACT DETENTION FACILITY**

PAST PERFORMANCE QUESTIONNAIRE

NAME OF CONTRACTOR REQUESTING THE REFERENCE: _____

The company who has provided you with this form is proposing on a Department of Homeland Security, Immigration and Customs Enforcement Request for Proposal to provide Contractor-Operated, Contractor-Owned Detention and Transportation Services at the Seattle, Washington area.

The purpose of this questionnaire is to obtain information regarding the past performance for the above named Contractor relative to a contract, completed or in progress, with your company/agency. It is requested that the individual(s) responsible for the administrative oversight of the project (e.g. Contract Specialist, Contract Administrator, COTR, COR, etc) to respond on this questionnaire. More than one copy of the questionnaire may be submitted if responses from more than one individual are appropriate. Handwritten responses are sufficient.

We would greatly appreciate your input regarding the Contractor's Past Performance. This information will not be disclosed to the offeror/contractor.

Upon completion of the questionnaire, please email the completed form directly to rosemarie.mendoza@dhs.gov or fax to 949-360-3013, ATTN: Rosemarie Mendoza, no later than May 1, 2009 at 2:00 PM PT (PacificTime). If you have any questions, please call Rosemarie Mendoza at 949-425-7027. We appreciate your efforts on our behalf.

PAST PERFORMANCE QUESTIONNAIRE

PART ONE: GENERAL INFORMATION

1. OFFEROR'S NAME AND ADDRESS

2. CUSTOMER ORGANIZATION

3. CONTRACT NUMBER: _____

2a. EVALUATOR

NAME: _____

TITLE: _____

PHONE NO: _____

4. TOTAL CONTRACT VALUE: _____
(INCLUDING ALL OPTIONS)

5. CONTRACT AWARD DATE:

____ / ____ / ____

6. CONTRACT COMPLETION DATE:

____ / ____ / ____

7. CONTRACT TYPE (Circle All That Apply):

FP CPFF CPAF OTHER

8. COMPLEXITY OF WORK (Circle One Response):

DIFFICULT ROUTINE

9. BRIEF DESCRIPTION OF THE CONTRACT IN THE WORK PERFORMED:

10. HOW MANY BUILDINGS AND/OR POSTS WERE REQUIRED TO BE STAFFED?

PART TWO: OFFEROR PERFORMANCE RATING

Offeror performance factors are:

Past Performance will be evaluated in the following areas: recency and relevance of experience; corporate commitment; quality of services; timeliness of performance; and effective utilization of resources.

Adjectival ratings are defined below and should be used as a reference in assessing performance:

<i>Rating</i>	<i>Definition</i>
Neutral (N)	No past performance or experience is available for evaluation. The Offeror has asserted that it has no directly related or similar relevant past performance experience. The proposal receives no merit or demerit for this factor.
Outstanding (O)	Based on the Offeror’s record of past performance, no issues, concerns, or risks are associated with receiving timely services and contract performance. Past performance surveys and the Offeror’s experiences indicate that the Offeror has proven its capability to exceed the requirements of the contract you are rating.
Good (G)	The Offeror’s record of past performance indicates there is little or no risk associated with receiving quality products, timely services, and full contract performance. Past performance surveys and the Offeror’s experience indicate the Offeror will meet or exceed the requirements of the contract you are rating.
Acceptable (A)	The Offeror’s record of past performance indicates that there is an acceptable amount of risk associated with receiving quality products, timely services, and contract performance. Past performance surveys and the Offeror’s experience indicate the Offeror has no problems meeting the requirements of the contract you are rating.
Unacceptable (U)	The Offeror’s record of past performance indicates it will be unable to meet the requirements of the contract you are rating.

A	DEMONSTRATED CORPORATE COMMITMENT	Outstanding	Good	Accept.	Unaccept.	N/A
1	Was the contractor able to solve contract performance problems without extensive guidance from the customer?					
2	Did the contractor supply adequate, timely and qualified replacement personnel for all positions?					
3	How effective has the contractor been in understanding and responding to client problems?					
4	What is the contractor’s history on actually using key personnel proposed in the offer as key personnel under the contract?					

B	QUALITY OF SERVICE	Outstanding	Good	Accept.	Unaccept.	N/A
1	Did the contractor provide quality services?					
2	Did the contractor provide quality reports and documentation (i.e., accurate, current and complete)?					

C	TIMELINESS OF PERFORMANCE	Outstanding	Good	Accept.	Unaccept.	N/A
1	Did the contractor adhere to contract delivery schedules in the following areas:					
	(a) Performance of services?					
	(b) Delivery of reports or other documentation?					
2	Were replacement personnel identified and assigned to the project in a timely manner?					
3	To what extent did the contractor submit required proposals and invoices for temporary services in a timely manner?					
4	How would you rate the contractor's responsiveness to emergency situations?					

D	EFFECTIVE UTILIZATION OF RESOURCES	Outstanding	Good	Accept.	Unaccept.	N/A
1	To what extent did the contractor meet the cost estimate?					
2	Did the contractor effectively plan work to ensure maximum effective utilization of resources?					

-
1. Has this contract been partially or completely terminated for default or convenience?
YES _____ Default _____ Convenience _____
NO _____

If yes, please explain (e.g. inability to meet cost, performance, or delivery schedules - also include contract number, name, address, and phone number of Terminating Contracting Officer - TCO).

2. What was the contractor's greatest strength in the performance of the contract?

3. What was the contractor's greatest weakness in the performance of the contract?

4. How did the contractor communicate with you, the client agency, and contracting personnel to address issues and correct problems?

5. Would you award another contract to this contractor?

YES _____ No _____

COMMENTS:

PART THREE: EVALUATOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE INFORMATION IN THIS FORM IS ACCURATE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

SIGNATURE OF EVALUATOR

TITLE OF EVALUATOR

DATE

ATTACHMENT 9

PAST PERFORMANCE INFORMATION FORM
DETENTION SERVICES
SEATTLE AREA CONTRACT DETENTION FACILITY

PAST PERFORMANCE INFORMATION FORM

1. Name of Contracting Activity, Government Agency, Commercial Firm or Other Organization	
2. Contracting Activity Address	
3. Contract Number or Reference Number	4. Date of Contract
5. Beginning Date of Contract	6. Completion Date of Contract
7. Contract Value	8. Type of Contract
9a. Technical Point of Contract (name, title, address, telephone and email address) <hr/> <hr/> <hr/> <hr/>	9b. Contracting or Procurement Point of Contact (name, title, address, telephone and email address) <hr/> <hr/> <hr/> <hr/>
10. Place of Contract Performance	
11. Description of contract work (Use a continuation sheet if necessary)	
12. List of major subcontractors for the identified contract: <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>	

ATTACHMENT 10

E-QIP INSTRUCTIONS AND FORMS

**DETENTION SERVICES
SEATTLE AREA CONTRACT DETENTION FACILITY**

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

DISTRIBUTION:	ICE
DIRECTIVE NO.:	6-8.0
ISSUE DATE:	May 29, 2008
EFFECTIVE DATE:	May 29, 2008
REVIEW DATE:	May 29, 2011
SUPERSEDES:	See Section 3 Below.

**DIRECTIVE TITLE: ICE SUITABILITY SCREENING REQUIREMENTS FOR
CONTRACTOR PERSONNEL**

- 1. PURPOSE and SCOPE.** This Directive establishes policy and procedures used to determine a person's suitability to work for contractors providing services to U.S. Immigration and Customs Enforcement (ICE). This Directive applies to all ICE contractor personnel.
- 2. AUTHORITIES/REFERENCES.**
 - 2.1.** Office of Management and Budget (OMB) Circular No. A-130, App. III, "Security of Federal Automated Information Resources," November 28, 2000.
 - 2.2.** Department of Homeland Security (DHS) Management Directive (MD) 11080, "Security Line of Business Integration and Management," January 3, 2006.
 - 2.3.** DHS Sensitive Systems Handbook 4300A, Version 5.5. September 30, 2007, or latest version. (See also Attachment J to 4300A, "Requesting Exceptions to Citizenship Requirement.")
 - 2.4.** DHS Sensitive Systems Policy Directive 4300A, Version 5.5. September 30, 2007, or latest version.
 - 2.5.** DHS MD 11042.1, "Safeguarding Sensitive but Unclassified (For Official Use Only) Information," January 6, 2005.
 - 2.6.** Executive Order (E.O.) 12829, "National Industrial Security Program (NISP)."
 - 2.7.** DHS Acquisition Regulation (HSAR), Section 3052.204-71 (codified at 48 CFR § 3052.204-71).
 - 2.8.** Department of Defense (DOD) 5220.22-M, "National Industrial Security Program Operating Manual (NISPOM)," January 1995, with supplements, dated July 1997 and February 2001. NISPOM replaces DOD Industrial Security Manual for Safeguarding Classified Information, January 1991.
 - 2.9.** DHS MD 11035, "Industrial Security Program (ISP)," dated February 10, 2005.

- 2.10. Title 5, United States Code (U.S.C), § 552, “The Freedom of Information Act,” as amended.
- 2.11. 5 U.S.C. § 552(a), “The Privacy Act of 1974,” as amended.
- 2.12. Title 5, Code of Federal Regulations (CFR), Part 736, “Personnel Investigations.”
- 2.13. Homeland Security Presidential Directive-12 (HSPD-12) “Policy for a Common Identification Standard for Federal Employees and Contractors,” dated August 27, 2004.
- 2.14. Office of Personnel Management (OPM),” Investigations Service, Investigator’s Handbook,” July 2007.
- 2.15. ICE Directive 5-2.0, “Safeguarding Law Enforcement Sensitive Information,” March 23, 2007.
3. **SUPERSEDED/CANCELLED POLICY/SUMMARY OF CHANGES.** This Directive is the originating and establishing directive for Suitability Screening Requirements for Contractors.
4. **BACKGROUND.** The provisions of this Directive define the suitability screening standards for contractor personnel requiring regular, ongoing, and unescorted access to ICE-owned facilities; access to ICE-controlled facilities, or commercial facilities operating on behalf of ICE; access to ICE information technology (IT) systems and the systems' data; and access to Sensitive Information.
5. **DEFINITIONS.** The following definitions are provided for the purposes of this Directive.
 - 5.1. **Access.** The ability to enter and/or pass through an area or a facility; or the ability or authority to obtain information, monetary or material resources. In relation to classified information, it means the ability, authority, and/or opportunity to obtain knowledge of classified information.
 - 5.2. **Adjudication.** An examination of a person’s conduct over a sufficient period of their life designed to make an affirmative determination as to their suitability for employment, eligibility for access to classified information, materials and areas, or for their retention in Federal employment.
 - 5.3. **Background Investigation.** A term generically used to describe various types of investigations into an applicant’s or employee’s personal history that are used to determine the individual’s suitability for Federal employment and/or to make a determination as to whether an individual is eligible for access to classified information at the appropriate level for the position. These investigations are conducted using a variety of methods, which include completion of questionnaires, electronic inquiries,

written or telephone inquiries, or through personal contact with references. See Section 5.13 below for the various types of background investigations and their scope.

- 5.4. Contract.** As defined in the Federal Acquisition Regulations, a contract is a mutually binding legal relationship obligating the seller to furnish the supplies or services (including construction) and the buyer to pay for them. It includes all types of commitments that obligate the Government to an expenditure of appropriated funds and that, except as otherwise authorized, are in writing. In addition to bilateral instruments (undertaken by or affecting two sides equally or binding on both parties), contracts include, but are not limited to, awards and notices of awards; job orders or task letters issued under basic ordering agreements; letter contracts; orders, such as purchase orders, under which the contract becomes effective by written acceptance or performance; and bilateral contract modifications. Contracts do not include grants and cooperative agreements covered by 31 U.S.C. § 6301, *et seq.*
- 5.5. Contracting Officer (CO).** A person with the authority to enter into, administer, and/or terminate contracts, and make related determinations and findings. The CO maintains a strong relationship with the COTR.
- 5.6. Contracting Officer's Technical Representative (COTR).** A person who has been delegated authority by a contracting officer to perform specific functions in managing a contract and/or business arrangement. The COTR provides technical direction within the confines of the agreement, monitoring performance, ensuring requirements are met within the terms of the contract, and maintaining a strong relationship with the CO. The CO and COTR work together to ensure the contract requirements are clearly communicated to the contractor.
- 5.7. Contractor Personnel.** An agent or employee of an entity that provides supplies or services to ICE pursuant to a contract.
- 5.8. Entry on Duty Determination (EOD).** All contractor personnel assigned to work in positions requiring access to ICE facilities, information or IT positions are required to undergo a pre-employment background check to determine their suitability for employment. If the completed pre-employment background check results are favorable, prospective contractor personnel are allowed to enter on duty prior to completion and adjudication of the more in-depth personnel security investigation.
- 5.9. Electronic-Questionnaire for Investigations Processing (e-QIP).** A web-based automated system that allows individuals to electronically enter, update, and transmit their personal investigative data over a secure Internet connection.
- 5.10. ICE Facility.** ICE-owned buildings or leased space, whether for single or multi-tenant occupancy, and its grounds and approaches, any portion of which or all are under the jurisdiction, custody or control of ICE; ICE-controlled commercial space shared with non-government tenants; ICE-owned contractor-operated facilities; and facilities under a management and operating contract such as for the operation, maintenance, or support of

a Government-owned or controlled research, development, special production, or testing establishment.

- 5.11. Information Technology (IT).** As defined by 40 U.S.C. § 11101(6) (“Clinger-Cohen Act”), any equipment, or interconnected system or subsystem of equipment used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by ICE.
- 5.12. IT Systems.** Information technology systems that are (1) owned, leased, or operated by ICE; (2) operated by a contractor on behalf of ICE; or (3) operated by another Federal, state or local government agency on behalf of ICE.
- 5.13. Personnel Security Investigations (PSI) for Contractor Personnel at ICE.** Investigations conducted on contractor personnel that serve as the basis for determinations of suitability for employment and eligibility for access to ICE facilities and sensitive information. These investigations focus on an individual’s character and past conduct that may have an impact on the integrity and efficiency of ICE. Types of investigations are as follows.
- 1) **Background Investigation (BI):** Coverage period is 10 years. Consists of a National Agency Check (NAC) (see Section 5.13(5) below); a personal Subject Interview and source interviews; employment (5 years); education (5 years and most recent degree); residence (3 years); law enforcement agency checks (5 years); and a credit check (5 years).
 - 2) **Child Care National Agency Check and (written) Inquiries:** An enhanced National Agency Check with Inquiries (NACI) (see Section 5.13(6) below) that, to meet special investigation requirements for those in child care provider positions, searches records of State Criminal History repositories of the state where the subject resides.
 - 3) **Limited Background Investigation (LBI):** Coverage period is 10 years. Consists of a NAC (see Section 5.13(5) below); a personal Subject Interview and source interviews; employment, education and residence (3 years); law enforcement agency checks (5 years); and credit check (5 years).
 - 4) **Minimum Background Investigation (MBI):** Coverage period is 5 years. Consists of a NAC (see Section 5.13(5) below), a personal Subject Interview, employment, education and degree(s) (5 years); residence (3 years); law enforcement agency checks (5 years); and credit check (5 years). Other than the subject interview, there are no source interviews conducted during this investigation.
 - 5) **National Agency Check (NAC):** Consists of records searches in the OPM Security/Suitability Investigations Index (SII); Federal Bureau of Investigation (FBI) Identification Files; FBI National Criminal History Fingerprint File; Defense

Clearance and Investigations Index (DCII); and other sources, as necessary, to cover specific areas of a subject's background. It is an integral part of all investigations.

- 6) **National Agency Check with Inquiries (NACI):** Coverage period is 5 years. Consists of a NAC, employment checks (5 years); education checks and degrees (5 years); residence checks (3 years); law enforcement agency checks (5 years); and personal reference checks. Pursuant to the requirements of the HSPD-12, a NACI must be initiated and a favorable fingerprint check completed prior to the issuance of a Personal Identity Verification (PIV) Card.
- 7) **Single Scope Background Investigation (SSBI):** Consists of a NAC (Section 5.13(5) above), a spouse or cohabitant NAC, a personal Subject Interview, and citizenship, education, employment, residence, law enforcement, and record searches covering the most recent ten (10) years or since the 18th birthday, whichever is shorter.
- 8) **Investigation Exception:** An exception to the above investigations may be granted for contractor personnel requiring physical access to ICE facilities for short-term periods of time. A fingerprint-based criminal history check and a citizenship check are required for building access only and will be handled on a case-by-case basis.

5.14. Personnel Investigations Processing System (PIPS). A database used by OPM to manage its investigations program.

5.15. Public Trust Positions. Positions defined under 5 CFR 731 that may involve policy-making, major program responsibility, public safety and health, law enforcement duties, fiduciary responsibilities, or other duties demanding a significant degree of public trust; and positions involving access to, operation of, or control of financial records with a significant risk for causing damage or realizing personal gain.

5.16. Risk Levels Applied to Contractor and Public Trust Positions.

- 1) **Low Risk:** Positions have the potential for limited impact on the integrity and efficiency of ICE. The positions involve duties and responsibilities of limited relation to an agency or program mission.
- 2) **Moderate Risk:** Positions have the potential for moderate to serious impact on the integrity and efficiency of the service. These positions involve duties that are considerably important to the agency or program mission with significant program responsibility or delivery of service.
- 3) **High Risk:** Positions have the potential for exceptionally serious impact on the integrity and efficiency of the service. These positions involve duties that are especially critical to the agency or program mission with a broad scope of responsibility and authority.

- 5.17. Sensitive Information.** Any information the loss, misuse, disclosure, or unauthorized access to or modification of which could adversely affect the national or homeland security interest, or the conduct of Federal programs, or the privacy to which individuals are entitled under 5 U.S.C. § 552(a), The Privacy Act of 1974, as amended, but which has not been specifically authorized under criteria by an Executive Order or an Act of Congress to be kept secret in the interests of national defense, homeland security, or foreign policy. This definition includes the following categories of information.
- 1) Protected Critical Infrastructure Information (PCII) as described in the Critical Infrastructure Information Act of 2002, 6 U.S.C. § 211-224; its implementing regulations, 6 CFR 29; or the applicable PCII Procedures Manual.
 - 2) Sensitive Security Information (SSI) as described in 49 CFR 1520.
 - 3) Sensitive But Unclassified Information (SBU) consists of any other information, which, if provided by the government to the contractor and/or contractor personnel is marked in such a way as to place a reasonable person on notice of its sensitive nature and is designated “sensitive” in accordance with subsequently adopted homeland security information handling requirements.
- 5.18. Staff-like Access.** Unescorted or unaccompanied access by contractor personnel in a manner similar to access by a Federal employee to ICE-owned or controlled facilities, information systems, security systems, or products containing SSI or SBU.
- 5.19. Standard Form 85P (SF 85P), Questionnaire for Public Trust Positions.** Used to collect information for public trust positions.
- 5.20. Standard Form 86 (SF 86), Questionnaire for National Security Positions.** Used to collect information for national security positions.
- 5.21. Suitability.** A determination based on an individual's character and/or conduct that may have an impact on the integrity and/or efficiency of the individual's employment. A suitability determination is required for all positions and is a process separate and distinct from a security determination which determines an individual's eligibility for assignment to, or retention in, a sensitive national security position.
- 5.22. Suitability Screening.** The process of determining a person's suitability for employment to work or provide services as a contractor or contractor personnel to ICE.
- 6. POLICY.** All contractor personnel positions within ICE shall be screened for suitability to ensure organizational integrity and efficiency throughout the ICE workforce. All ICE contractors, subcontractors, consultants, licensees, and grantees requiring access to classified information shall be investigated commensurate with the risk levels as described in the OPM Public Trust Designation Model or pursuant to E.O. 12829, NISP, and DHS MD 11035, ISP.

7. RESPONSIBILITIES.

- 7.1. The Office of Professional Responsibility (OPR) Director is also the designated ICE Chief Security Officer (CSO) and is responsible for administering the Personnel Security and Suitability Program.**
- 7.2. The OPR Personnel Security Unit (PSU), Unit Chief, under the direction of the ICE CSO, is responsible for implementing the minimum standards required by this Directive. These requirements are to ensure and maintain integrity in the workforce. The PSU is responsible for the following actions:**
- 1) Working with ICE program offices to develop specific procedures for incorporating contractor personnel suitability screening requirements into the procurement and contract oversight process;**
 - 2) Documenting the process by which a risk-level assessment is made;**
 - 3) Receiving and processing security forms to initiate required suitability investigations of contractor personnel;**
 - 4) Adjudicating the results of pre-employment and suitability investigations and advising the COTR and other offices on a need-to-know basis of the adjudication;**
 - 5) Conducting or arranging for additional investigation, when necessary, to resolve suitability issues;**
 - 6) Providing contractor personnel an opportunity to respond to unfavorable information developed during an investigation prior to taking any unfavorable action based on that information;**
 - 7) Notifying the COTR (or if none assigned, the CO), as appropriate, in writing to deny access to contractor personnel who are found unsuitable for access to ICE facilities, sensitive information, or IT systems;**
 - 8) Tracking suitability screening investigations and maintaining security files on contractor personnel;**
 - 9) Determining, in consultation with the Program/Project Manager or COTR (if assigned), which contracts require security investigations of contractor personnel;**
 - 10) Developing, in coordination with the Office of Acquisition (OAQ) Management, the appropriate language for inclusion in solicitations, contracts, and agreements; and**
 - 11) Coordinating, as appropriate, with the COTR (if assigned) or the CO on actions to take whenever reasonably credible information is received that appears to raise a question concerning the suitability of contractor personnel.**

7.3. The Office of Acquisition Management and ICE Program Offices are responsible for the following:

- 1) The Program/Project Manager or originator of the procurement request is responsible for coordinating with the OAQ Management and PSU to ensure that all proposed solicitations and contracts are reviewed to determine whether contractor personnel will require access to ICE facilities, and/or sensitive IT systems;
- 2) The OAQ Management is responsible for ensuring that whenever a solicitation, contract, or agreement requires investigation of any contractor personnel, the document contains language sufficient to achieve this objective in an orderly and expeditious manner. The document shall also contain language to allow ICE to deny contractor personnel access to ICE facilities, sensitive information, or IT systems if the PSU determines the contractor personnel is unsuitable;
- 3) The OAQ Management and the Program/Project Manager are responsible for ensuring that the PSU and the COTR are notified whenever there is a change in the status (e.g., replaced, extended, defaulted, terminated, etc.) of an existing contract that makes contractor personnel subject to investigation;
- 4) The Program/Project Manager is responsible for notifying the COTR and OAQ of any reasonably credible information received that may raise a question about the suitability of any contractor personnel;
- 5) The COTR or (if none assigned) the Contracting Officer is responsible for notifying PSU of any reasonably credible information received that may raise a question about the suitability of any contractor personnel;
- 6) The Program/Project Manager is responsible for ensuring that the PSU is advised of any contracts in which access to ICE facilities, sensitive information, or IT systems will be completed in 90 days or less;
- 7) The Program/Project Manager is responsible for coordinating with the security office to establish risk levels for all positions;
- 8) The COTR or (if none is assigned) the Contracting Officer is responsible for notifying the PSU if the status of contractor personnel changes in any way; and
- 9) The Program/Project Manager is responsible for ensuring the contracting company is notified of the results of the suitability screening for individual contractor personnel.

7.4. The Office of the Chief Information Officer (OCIO) is responsible for ensuring that all IT systems acquisition documents, including existing contracts, include appropriate IT security requirements and comply with DHS and ICE IT security policies.

7.5. The Program/Project Manager is responsible for coordinating with the OPR PSU to determine the applicable contractor personnel suitability and security investigative requirements needed under a particular contract prior to the Contracting Officer's issuance of the solicitation prospective. This requirement applies to any proposed agreements with outside parties that could result in non-ICE personnel having access to ICE facilities, sensitive information, or IT systems.

7.6. The COTR is responsible for the following:

- 1) Ensuring that the contract company submits completed security forms and information on behalf of each of its contractor personnel (including prospective subcontract employees) subject to a security investigation as required by the applicable contract;
- 2) Ensuring that the PSU is notified whenever contractor personnel have completed the work as required under the contract or leave their position with the contractor;
- 3) Ensuring the forms required for investigations of contractor personnel are completed and submitted to the PSU prior to granting contractor personnel or subcontractor personnel access to ICE facilities, sensitive information, or IT systems;
- 4) Coordinating with the Contracting Officer to ensure, at the direction of the PSU, that appropriate actions are taken to address any questions that arise regarding the suitability of any contractor personnel. Appropriate actions may include, but are not limited to, temporarily denying the contractor personnel access to ICE facilities, sensitive information, or IT systems pending resolution of the issue(s) raising a question of suitability;
- 5) Ensuring, at the direction of the PSU, that appropriate action which may involve excluding the contractor personnel from working on any aspect of the ICE contract is taken when contractor personnel are found unsuitable for access to ICE facilities, sensitive information, or IT systems; and
- 6) Ensuring the OPR PSU is notified when derogatory information which may affect the status of any contractor personnel is revealed, discovered, or reported.

8. PROCEDURES.

8.1. General Investigative Standard for Contractor Personnel.

- 1) Prior to commencement of any work under a contract with ICE, all contractor personnel will be evaluated for suitability for access to ICE facilities, sensitive information, and IT resources. This screening process is required for every position; is conducted by personnel security specialists; and serves to protect the interests of ICE. The type of PSI necessary under this process will be commensurate with the nature and the risk level of the positions as described in the *Investigations Matrix*

(see attachment). ICE reserves the right to restrict contractor personnel access to ICE facilities, sensitive information, and IT systems.

- 2) A security clearance determination of whether contractor personnel should be eligible for access to classified information is a process separate and distinct from the suitability determination and is conducted in accordance with DHS MD 11035, ISP.
- 3) ICE will afford fair, impartial, and equitable treatment to all contractor personnel through the consistent application of suitability standards, criteria, and procedures as specified in applicable laws, regulations, and orders.
- 4) The minimum investigation standard for ICE contractor personnel requiring unescorted facility access on a recurring basis will be the NACI. This investigative standard will meet the requirements of HSPD-12. Prior to being given access to ICE facilities, sensitive information, or IT systems, contractor personnel must first have received a favorably adjudicated suitability determination as described in Section 8.1.1 above. The suitability determination may be conducted prior to or concurrently with a NACI investigation.
- 5) For contractor personnel processed in accordance with DHS MD 11035, ISP, the investigative standard for access to secret classified information will be an MBI. The minimum investigative standard for access to top secret classified information will be an SSBI.
- 6) Exception: An exception may be granted for contractors, subcontractors, vendors and others who do not require access to IT systems, but require temporary (less than 6 months), unescorted facility access, in which case they shall undergo a fingerprint-based criminal history records check and a citizenship check. This is considered the only exception to HSPD-12 investigative requirements.

8.2. EOD Determinations. A favorable EOD determination allows contractor personnel to commence work before the required personnel security investigation is completed. The EOD determination does not substitute for the required personnel security investigation. In addition, if contractor personnel for a High Risk IT position (for example, system administrator, programmer, hardware technician, or firewall manager) receive a favorable EOD determination, the contractor personnel may only perform duties equivalent to Moderate Risk positions until the required background investigation is completed.

8.3. Risk Assessment.

- 1) The PSU and the Program/Project Manager shall determine the risk level for each contractor personnel position. The risk level is based on an overall assessment of the damage an untrustworthy contractor personnel could cause to the efficiency and/or integrity of ICE operations. When determining risk levels, the duties of contractor personnel may be compared to those of ICE employees in similar positions.

- 2) Contractor personnel having access to ICE facilities, IT systems, or Sensitive Information will receive an appropriate suitability screening based on the risk level of the position. See Section 5.16 above for descriptions of Risk Levels.

8.4. Adjudication Criteria. Suitability determinations are to be made in accordance with the following criteria:

- 1) **Specific factors.** When making a suitability determination, the following may be considered a basis for finding contractor personnel unsuitable:
 - a) Misconduct or negligence in employment;
 - b) Criminal or dishonest conduct;
 - c) Material, intentional false statement or deception, or fraud in examination or appointment;
 - d) Refusal to furnish testimony;
 - e) Alcohol abuse of a nature and duration which suggests that the contractor personnel 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;
 - f) Illegal use of narcotics, drugs, or other controlled substances, without evidence of substantial rehabilitation;
 - g) Knowing and willful engagement in acts or activities designed to overthrow the U.S. Government by force; and/or
 - h) Any statutory or regulatory bar which prevents the lawful employment of the contractor personnel involved in the position in question.
- 2) **Additional considerations.** In making a suitability determination, ICE shall consider the following additional considerations to the extent OPR PSU deems them pertinent to the individual case:
 - a) The nature of the position for which contract personnel are applying or are employed;
 - b) The nature and seriousness of the conduct;
 - c) The circumstances surrounding the conduct;
 - d) The recency of the conduct;
 - e) The age at the time of the conduct;

- f) The contributing societal conditions; and/or
 - g) The absence or presence of rehabilitation or efforts toward rehabilitation.
- 3) A contractor personnel's eligibility may be cancelled or they may be denied employment or removed if there is an unsuitability determination.

8.5. Citizenship and Residency Requirements.

- 1) Only U.S. citizens are eligible for employment on contracts requiring access to ICE IT systems or involvement in the development, operation, or management of ICE IT systems, unless an exception is granted in accordance with the procedures set forth in section 8.10 (2) of this directive. Exceptions to this policy must be obtained for any non-U.S. citizens, including Foreign Nationals (FN's) and Foreign Service Nationals (FSN's) for whom access to ICE or DHS systems is needed. Lawful permanent residents are not U.S. citizens.
- 2) Any contractor personnel who has resided outside of the United States for more than two of the last five years preceding their employment with ICE, must provide ICE with references, all of whom must be U.S. citizens, who can verify her or his reportable activities (for example, places of residence, educational institutions attended, etc.) outside the United States during this period. Sufficient information must be available to permit an investigation to be conducted to the same standard as would be required if the contractor personnel resided within the United States or the contractor personnel will be ineligible to work on the contract. Exceptions to the residency requirement may be made if the contractor personnel work or worked for the United States overseas in a Federal or Military capacity or was a dependent of a Federal or Military employee serving overseas during the period in question.

8.6. Retroactive Effect.

- 1) Contractor personnel who have been investigated and approved by ICE prior to the issuance of this Directive, but whose investigation is not commensurate with the risk level indicated in the "Investigations Matrix" (see attachment), must be scheduled for an updated investigation not later than twelve (12) months after the issuance of this Directive. Such contractor personnel are eligible to maintain access for one (1) year or less provided performance is under the existing contract (to include exercise of options) and the risk-level of the assigned position does not change.
 - a) These contractor personnel cannot perform work under a different contract or at a different risk level when performing under the same contract until the investigative requirements set forth in the "Investigations Matrix" (see attachment) are met.
 - b) After a re-compete and award on the same contract, contractor personnel must meet the required background investigation standards as set forth in the

Investigations Matrix (see attachment) that is commensurate with the risk level of their position.

- 2) Contractor personnel currently working on an ICE contract who have not been investigated prior to the issuance of this Directive must meet the investigative standard. The required personnel security investigation on these individuals must be scheduled not later than six months after issuance of this Directive. Contractor personnel may continue to work while the investigation is in process.
- 3) Lawful permanent residents who have been investigated and approved by ICE prior to the issuance of this Directive to work on unclassified contracts that involve access to or assisting in the development, operation, management, or maintenance of ICE IT systems may remain in the present position. However, they are not eligible to (1) transfer between contracts; (2) transfer to another position at a higher risk level; or (3) remain on a contract after a re-compete and award unless a waiver is granted in accordance with Section 8.10.

8.7. Reinvestigations. Contractor personnel in High Risk positions will be reinvestigated every 5 years or more frequently as circumstances warrant. Contractor personnel in Moderate or Low Risk positions are required to be reinvestigated every 10 years, unless specific derogatory information is received that would warrant an earlier reinvestigation.

8.8. Standards for Using Previous Investigations. Whenever practical, ICE will use previous investigations conducted by DHS components to reduce the number of investigation requests, associated costs, and unnecessary delays.

- 1) ICE will use previous investigations conducted at the same risk levels, subject to the 5-year and 10-year reinvestigation requirements, by other DHS components with appropriate updates to documentation on file for transfers within DHS. Previous investigations will be obtained and/or reviewed in conjunction with other appropriate checks to make a suitability decision for employment. If the investigation is unavailable for review, a new and appropriate investigation will be completed.
- 2) Any investigation conducted by or for another Federal agency on a contractor that is of the same or higher type and scope as the one required is sufficient to meet the investigative requirements if it was conducted within the past 5 years. The investigation will be obtained and/or reviewed in conjunction with pre-employment checks to make a suitability decision for employment. If that investigation is unavailable, new security forms will be obtained, preliminary checks will be completed and a new and appropriate investigation will be completed.

8.9. Adverse Information and Revocation of Access.

- 1) When adverse information is uncovered in the course of an investigation, the scope of the inquiry will normally be expanded to the extent necessary to obtain such additional information as may be required to determine whether the contractor's

personnel may be granted unescorted access to ICE facilities and/or sensitive information.

- 2) Contractor personnel on whom unfavorable or derogatory information has been uncovered must be presented with the information and offered an opportunity to refute, explain, clarify, or mitigate the information in question. If a determination of ineligibility is made, the individual will be formally notified and informed of the reason(s).
- 3) Adverse information may not be disclosed to the employer of the contractor personnel. When a final determination has been made, the employer shall be informed, simultaneously with notification to the affected individual, that the contractor personnel is ineligible to render services or otherwise perform under the contract.

8.10. Waivers and Exceptions.

- 1) Operational, physical, or unforeseen circumstances may prevent or preclude the implementation in a timely manner of some of the requirements of this Directive. In such cases a waiver or exception to the stated requirements may be requested. The waiver or exception request must be in writing and addressed to the ICE Chief Security Officer (CSO) and identify a compelling reason for issuance of a waiver or exception. Access will not be granted under the waiver or exception process until the waiver or exception is approved by the ICE CSO.
- 2) Exceptions to the U.S. citizenship requirement noted in section 8.5 (1) of this directive are treated separately from standard exceptions and waivers. Since access for foreign nationals is normally a long-term commitment, citizenship exceptions may only be granted by the Assistant Secretary or their designee, with the concurrence of both the DHS CSO and DHS CIO or their designees. In order for the exception to be granted:
 - a) The individual must be either a Lawful Permanent Resident of the United States or a citizen of any nation on the Allied Nations List maintained by the Department of State.
 - b) All required security forms specified by DHS and any necessary background check must be satisfactorily completed.
 - c) There must be a compelling reason for using the individual as opposed to a U.S. citizen.
 - d) The exception must be in the best interest of DHS.

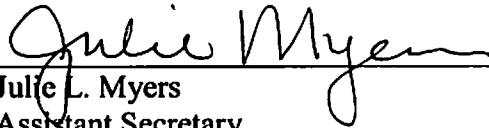
Requests for exceptions must be in writing utilizing Attachment J of the DHS 4300A Sensitive Systems Handbook.

- 3) Requests for waivers or exceptions to any other requirement set forth herein, to include surge support and resource issues, must be submitted in writing to the ICE CSO. Waiver or exception requests must include a justification and will be considered on a case-by-case basis.

9. **ATTACHMENT.** Investigations Matrix.

10. **NO PRIVACY RIGHT STATEMENT.** This Directive is an internal policy statement of ICE. It is not intended to, and does not create any rights, privileges, or benefits, substantive or procedural, enforceable by any party against the United States; its departments, agencies, or other entities; its officers or employees; or any other person.

Approved:



Julie L. Myers
Assistant Secretary
U.S. Immigration and Customs Enforcement

**ATTACHMENT
Investigations Matrix**

RISK LEVEL	SECURITY FORMS REQUIRED	TYPE OF INVESTIGATION REQUIRED		PRELIMINARY CHECKS REQUIRED FOR EOD DETERMINATION	
		IT Positions	Non-IT Positions	IT Positions	Non-IT Positions
HIGH	-SF 85P -FD 258 -Credit Release Form -SF 85P-S ¹	Background Investigation (BI) ²	Background Investigation (BI)	Favorable Review of Forms Favorable fingerprint & credit Scheduling of the BI <i>(Only eligible for access to the Moderate Risk Level)</i>	Favorable Review of Forms Favorable fingerprint & credit Submission of the BI
		Minimum Background Investigation (MBI)	Minimum Background Investigation (MBI)	Favorable Review of Forms Favorable fingerprint & credit Scheduling of the MBI	Favorable Review of Forms Favorable fingerprint & credit Submission of MBI
MODERATE	-SF 85P-S ¹ -OF 306	Minimum Background Investigation (MBI)	Minimum Background Investigation (MBI)	Favorable Review of Forms Favorable fingerprint & credit Scheduling of the MBI	Favorable Review of Forms Favorable fingerprint & credit Submission of MBI
LOW ³	-SF-85P -FD-258 -Credit Release Form -OF 306	Not applicable No IT positions are "Low Risk"	NACI Favorable Review of Forms Fingerprint and Name Check	Not applicable No IT positions are "Low Risk"	Favorable Review of Forms Favorable fingerprint & credit Submission of NACI ³

¹ Only Weapons-Carrying Contract Guards must complete the SF 85P-S in addition to SF 85P.

² IT Positions or detail assignments that require access to Sensitive But Unclassified information or Law Enforcement Sensitive Information, i.e. TECS.

³ NACI must be initiated and a favorable fingerprint check completed prior to the issuance of a DHS Personal Identity Verification (PIV) Card.

HSCEDM09R-00003

**READ THIS BEFORE COMPLETING THE BACKGROUND INVESTIGATION
FORMS INCLUDED IN THIS PACKET**

Office of Professional Responsibility

U.S. Department of Homeland Security
24000 Avila Road, Room 5260
Laguna Niguel CA 92677



**U.S. Immigration
and Customs
Enforcement**

Dear Applicant:

The U. S. Immigration and Customs Enforcement (ICE) used the Electronic Questionnaire for Investigations Processing (e-QIP), in lieu of paper versions of the SF-86, Questionnaire for National Security Positions and SF-85P, Questionnaire for Public Trust Positions. The e-QIP System is a web-based automated system that allows applicants to electronically enter, update, and transmit their personal investigative data over a **secure** Internet connection to the ICE Personnel Security Unit.

We request that you go to the following OPM-IS website: www.opm.gov/e-qip to enter the Electronic Questionnaires for Investigations Processing (e-QIP) Gateway. Please note that e-QIP is not compatible with MacIntosh computers. Also, it is recommended you download Adobe Acrobat Reader 7.0 to avoid printing problems. Once you have entered the e-QIP website, please read the "Quick Reference Guide for the Applicant," prior to proceeding further. Once you finish reading the quick reference guide, go to the e-QIP Applicant Site and follow the prompts.

The prompts will ask you to answer the following three (3) default Golden Questions:

- 1) What is your LAST name?
- 2) In what four-digit YEAR were you born?
- 3) In what CITY were you born? **Enter "Unknown" as the answer to the question "In what city were you born".**

NOTE: If you previously completed the e-QIP version of the SF-86 or SF-85P, you will be prompted to answer the Golden Questions that you previously selected. If you do not remember the answers to these questions, you must contact the ICE Personnel Security Unit (ICE PSU) to have your Golden Questions reset. The ICE-PSU may be contacted via email or phone (ICE-Personnel-Security@dhs.gov / 866-731-5039). It is strongly recommended that you change your golden questions and answers to combinations that only you know.

Note: National Security Directive 63 requires ten (10) years of information for the following questions on the Standard Form (SF) 86, "Questionnaire for National Security Positions."

- 9. Where You Have Lived**
- 10. Where You Went To School**
- 11. Your Employment Activities**
- 22. Your Employment Record**
- 23. Your Police Record**
- 24. Public Record Civil Court Action**

Once you have completed the electronic SF-86 or SF-85P, you will need to **verify the information by clicking the “Certify” button.** This step certifies that you have provided correct and accurate information. After you have certified the information, you will be able to print a copy. **You are required to provide 2 sets of the completed electronic form to the ICE PSU.** We recommend you print a copy to retain for your own records. **You MUST print, sign, and date the Signature Form, Authorization for Release of Information, and Authorization for Release of Medical Information.** If you do not provide 2 complete sets, including the signature and release forms, to the ICE PSU, your package will be rejected and you will have to reenter the information online and resubmit. **In addition to completing the electronic SF-86 or SF-85P, you MUST complete and submit the following:**

DHS 11000-9 Credit Disclosure
Foreign National Relative and Associate Statement
Optional Form 306, Declaration of Federal Employment
FD 258 Fingerprint Charts (2)

Your background investigation cannot be initiated without all required forms to include the fingerprint charts. You must be fingerprinted by an authorized fingerprinting official using the required fingerprint charts. If you are located in the Washington, D.C. area, you may be fingerprinted in the Fingerprint & ID Unit at the Chester A. Arthur Building (CAB), 425 I Street, NW, Monday through Friday between 8AM and 3PM. No appointment is necessary. The required fingerprint charts, included in your package, are also available at the CAB. Some local police departments also provide fingerprinting services.

Please complete the electronic form within 5 days. Complete packages must be received in this office within 10 days of completing the electronic SF-86 or SF-85P. After completing all required forms (electronic and paper) to include the fingerprint charts, coordinate submission of the complete package with your contract company and your responsible ICE Contracting Officer's Technical Representative/Contracting Officer's Representative (COTR/COR). If you fail to go online and/or fail to submit a complete package in a timely manner, ICE may discontinue processing without further notice. You will then need to coordinate with your Contract Company and COTR/COR regarding the possibility of further consideration.

Congratulations on your selection! We are looking forward to you becoming a productive member of the ICE Team.

Theresa Creagh
Supervisory Personnel Security Specialist
Personnel Security Unit



Version 1.07

e-QIP Checklist

Please complete each step below before submitting your e-QIP forms!

Setup Steps

- IBM Compatible Computer
- Need Adobe Acrobat 7.0
- Enable Web Browser & TLS 1.0

Helpful Hints/Actions

MacIntosh is not compatible
 Download at www.adobe.com
 Refer to e-QIP Quick Reference Guide

STEP 1 - e-QIP Navigation

- Log on to www.opm.gov/e-qip.**
 - Click on Enter e-QIP applicant site
 - A “browser checker” will test your computer’s compatibility.
 - You will be prompted to change the TLS settings, if necessary.
 - If you are ready to proceed, click "Continue."
- Enter your social security number and click “submit”.**
- Single click on box that states: “Allow me to see my Golden Answers as I type them.”**
 - If you change your Golden Questions, make sure that you can remember the answers to those questions.
- Enter golden questions:**
 - In what city were you born?
 - What is your last name?
 - In what year were you born?

Answer golden questions:

*Enter: Unknown

Make sure first letter is Capitalized

Enter: Four-digit year: _ _ _ _

**If you tried entering unknown and you get an error message, then enter in your actual city of birth.*

If you do not remember the answers to these questions, you must contact our office to have your Golden Questions reset.

If you previously completed the e-QIP version of the SF-86 form, you will be prompted to answer the Golden Questions that you selected previously.

STEP 2 - Data Entry

- Enter data and save**
 - If you receive errors or warnings, check for the following:
 - Look for gaps and/or missing information, and then make additions or corrections.
 - Other problems – see Quick Reference Guide

STEP 3 - Validate, Review & Certify

- **Validate and review**
 - Use navigation pull-down menu and select validate, review and certify.
 - Correct all errors at this point (if any).
 - Select GO.
- **Certify**
 - Single click “Certify Investigation Request” button.

STEP 4 - Certify My Answers are True

- **Certify My Answers are True**
 - Go to navigation menu, select “Certify That My Answers Are True”
 - Click GO. (This locks your answers)

STEP 5 - Display & Print

- Step One: Display archival copy
- Step Two: Print 3 sets of the archival copy
- Step Three: Display the signature forms
- Step Four: Print 3 copies of the signature forms, then sign and date the forms

STEP 6 - Release to Agency

- Click button to “Release Request/Transmit to Agency”

You will not be able to access e-QIP after this point, and your golden questions will change to invalid questions.

STEP 7 - Send Forms to Agency

- **Send required number of copies (review letter for number of copies you need to submit) of your e-QIP archival Copy and signature forms (signed and dated) with your other pre-employment forms to the Office of Professional Responsibility, Personnel Security Unit, Laguna Niguel CA .**

For technical support: Refer to the e-QIP Quick Reference Guide first, then for computer technical problems only, call the OPM Help Line: 1-866-631-3019.

ELECTRONIC QUESTIONNAIRES FOR INVESTIGATIONS PROCESSING



Version 1.07

*

QUICK REFERENCE GUIDE FOR THE APPLICANT



U.S. Immigration and Customs Enforcement (ICE)
Office of Professional Responsibility
Personnel Security Unit

Questions? Please contact:

Department of Homeland Security
U.S Immigration and Customs Enforcement
1-866-731-5039
E-mail: ICE-Personnel-Security@dhs.gov

Web Browser Requirements

If using **Microsoft Internet Explorer (IE)**, you must have version 5.5 or later, with Service Pack 2. Internet Options for IE should be set as follows:

- **Enable JavaScript**
- **Enable Cookies**
- **Enable Scripting**
- **Enable TLS 1.0** (this option is disabled by default.).

To enable TLS 1.0 in IE, on the top menu:

- Select **TOOLS**
- Select **INTERNET OPTIONS**
- Select the tab labeled **ADVANCED**
- Scroll down to the section labeled **SECURITY**
- Check the box to enable TLS 1.0
- Click the **OK** button to save

If using **AOL**, open a separate window in IE (outside AOL) and set TLS 1.0 following the instructions above; **or** directly within AOL, go to the top menu in AOL, then:

- Select **SAFETY**
- Select **SETTINGS**
- Select **INTERNET PROPERTIES**
- Under **RELATED SETTINGS**, select **INTERNET EXPLORER SETTINGS**, then the **ADVANCED** tab
- Scroll down to **SECURITY**
- Check TLS 1.0
- Click the **APPLY** and **OK** buttons
- Click **SAVE** in the AOL Browser Settings box

If you are using **Mozilla**, you must have at least version 0.9.4. Although security settings may already be defaulted to the proper values, you should verify so by following this process:

- Select **EDIT**
- Select **PREFERENCES**
- Select **PRIVACY AND SECURITY**
- Select **SSL**
- Under SSL Protocol Versions, enable **SSL VERSION 2**, **SSL VERSION 3**, and **TLS**

Mozilla users must also verify that they are enabled to use cookies. To do so, go to your browser's toolbar and verify in the following order:

- Select **EDIT**
- Select **PREFERNCES**
- Select **PRIVACY AND SECURITY**
- Select **COOKIES**
- Ensure that either **ENABLE COOKIES FOR THE ORIGINATING WEBSITE ONLY** **or** **ENABLE ALL COOKIES** is checked

e-QIP is also compatible with **Netscape Navigator**, version 6.1 or later. If you are using **JAWS** screen-reading software, please note that JAWS requires the use of Internet Explorer, version 5.5 or later.

Getting Started

1. Start your internet browser and enter the following URL website address: www.opm.gov/e-qip/
2. The *e*-QIP Gateway Page will appear. Scroll down and click the link labeled ***e*-QIP APPLICANT SITE**.
3. A "browser checker" utility will automatically run and test your computer for *e*-QIP compatibility. Click the CONTINUE button to proceed to the application. (If after doing so you receive the error message "Page Cannot Be Displayed," please follow the previous instructions to enable TLS 1.0.)
4. A Security Alert box will appear, asking "Do you want to proceed?" Click the YES button with the mouse, or type <CTRL Y> to continue.
5. The *e*-QIP Welcome Screen will appear. Enter your Social Security Number in the text entry boxes, and click the SUBMIT button to logon to the *e*-QIP applicant site.

6. Answer the three (3) default Golden Questions and then you may create new Golden Questions and Answers on the next page (please see the applicable section inside this brochure for further information).
7. Click the highlighted link that says: [Enter Your Data](#).
8. Complete the SF-86 questions and save as instructed. Validation of your data will occur after every screen save.
9. Be sure to CERTIFY/SUBMIT your form when your form is complete.
10. Print out the release forms and certification for your signature. These signature forms need to be returned to your hiring agency. You may also print out an archival copy for your own records. (If you are having difficulty opening the forms to print, [right click](#) on the link, choose SAVE AS, and then save the file on your computer. Open up the Adobe Acrobat reader program separately in its own window (not through Internet Explorer), and then open the file you saved in order to print it out.

Choosing Your Golden Questions/Answers

It is YOUR RESPONSIBILITY to provide and remember Golden Questions unique to you. Golden Questions enable e-QIP to verify your identity. Create a combination of Golden Questions that only you can know the correct answers to in order to assure that no one can attempt to impersonate you on the e-QIP system. Please carefully consider who else may possibly know the answer to each possible Golden Question you enter. Please remember that it may be 5 years before you return to the e-QIP system for a future reinvestigation.

Entering Your Golden Questions/Answers

After you have selected your set of Golden Questions/Answers, enter each Question under a "Question" header and enter the corresponding Answer under the "Answer" block directly under that question. You must provide a non-blank answer for each question you provide, and vice versa. You must provide three Golden Questions.

It is *your responsibility* to protect the answers to your Golden Questions. Golden Answers are your "password" to the e-QIP system. The text entry fields for Golden Answers are not password protected to allow for more accurate entry of your answers. Asterisks automatically mask Golden Answers, but if you choose, you can view your answers while typing them by clicking the ALLOW ME TO SEE MY GOLDEN ANSWERS checkbox. Do not allow someone to see your computer screen while your answers are on the screen. If someone acquires your answers, they will be able to logon to the e-QIP system under your identity, allowing them to access your personal data.

Entering Your Data

First Time Data Entry: Prior to entering data for the first time, read the instructions on the "Form Completion Instructions" screen. Indicate that you have read and understand the document by clicking the corresponding button. You will then be shown a disclaimer screen that provides additional instructions required by Executive Order 12968. You will need to indicate that you have read and understand the additional instructions by clicking the corresponding button.

Question Navigation: You may use the Navigation pull-down menu to go to any question, in any order by selecting the item and clicking GO. The navigation menu is located in the top right-hand corner of the screen.

Errors and Warnings: After clicking SAVE, if the system displays the same screen with "Validation Results" listed at the top, you must correct the data you have just entered. You will only get validation messages if you have not answered a question appropriately.

For validation "Error" messages, you may correct your data by scrolling to the appropriate field and editing. After making corrections, click the SAVE button at the bottom of this page to save your changes.

For validation "Warning" messages, you may either provide the requested information or click the EXPLAIN button next to the message to explain why the information cannot be supplied. Upon clicking EXPLAIN you may provide an explanation in the text field or check the box labeled I DO NOT KNOW THE REQUESTED INFORMATION.

After choosing an action, click the SAVE button to save your changes.

For validation "Error" and "Warning" messages, you may also choose to click the SAVE/CONTINUE button. If you click SAVE/CONTINUE, you may advance to the next question screen and correct the information at a later time prior to the final submission of your form. If you make a mistake and want to start over on a given screen, click on the RESET THIS SCREEN button at any time prior to clicking the SAVE button. When you are finished and ready to proceed, click the SAVE button. Upon clicking SAVE, your information will be submitted and you will proceed to the next screen.

Displaying Your Data

When you are ready to display and/or print your SF-86 information that has been entered into *e*-QIP, select the “Display” command from the top banner (located in the upper left-hand corner). By selecting “Display”, a new browser window will appear using Adobe Acrobat Reader. This window will generate a .PDF file which will display on the screen all the data that has been entered up to that point. If desired, you can print the displayed data by first selecting FILE, and then PRINT from the new browser window. You can also save a copy of the displayed data to your own floppy disk. To do so, click on the floppy disk icon to save the file. If you are having difficulty printing your forms, please see the instructions outlined in the “Getting Started” section of this brochure.

Validating Your Data

Although the *e*-QIP system will automatically validate your data after every screen save, you may also do a manual validation. To do so, go to the navigation pull-down menu and select **VALIDATE, REVIEW, AND CERTIFY**, then select **GO** to the right of the pull-down menu, and the system will take you to that screen. The validation results may show errors that need to be corrected. Read the validation results and the associated errors. To correct your answers, use the navigation pull-down menu to go to the question that needs to be edited, make the necessary changes, and click the **SAVE** button.

Listing Expected Attachments

You should create a list of attachments that you expect to provide to your employing agency. Everyone will have a standard set of attachments such as the SF-86 General Release form, resume, OF 306, etc. There may be additional attachments depending on what position you are applying for. Ask your agency if you are not sure what attachments you are required to provide.

To create your list of expected attachments, go to the navigation pull-down menu and select **EXPECTED ATTACHMENTS**. Then select **GO** to the right of the pull-down menu, and the system will take you to that screen. (You will be shown this automatically if you complete your SF-86 form in sequence. If you choose to skip from question to question, you will need to select this command manually.)

This screen allows you to create, delete, and/or edit a list of expected attachments that you will send with your request. Please write your Social Security Number on every piece of paper that you plan to give to your employing agency. You may either mail, drop off, or fax your attachments to your agency, along with your signature forms.

Certifying Your Data

When you have completed all the questions on the SF-86 and are ready to submit, select the **CERTIFY THAT MY ANSWERS ARE TRUE** command from the navigation menu at the top of the screen and click on **GO**. Ensure that you have completely entered your data, validated your data for errors, and reviewed your data for correctness. Follow the instructions on the “Certify” screen.

Certify that the answers you provided on the questionnaire are correct and accurate. After certification, your answers to the questionnaire will be locked and unavailable for editing. Select **DISPLAY** in the upper-left hand corner of the screen to generate a .PDF printable copy of your SF-86 data, release forms, and certification statement. Your computer must have Adobe Acrobat in order to view a .PDF file; this free software download is available at: www.adobe.com/products/acrobat/readstep2.html

You are required to print the release form(s) and the certification statement. If you do not have a printer, you should consult your agency and ask for assistance. After printing, please sign them (preferably in black ink) and return the originals to your agency.

After you have successfully certified your form and released it to your agency, you cannot change your data. However, the next time you need access to *e*-QIP, such as for a future reinvestigation, most of your data will repopulate the *e*-QIP form, eliminating the need to reenter all of your data.

ADDENDUM TO REVISED FORM 86 – “QUESTIONNAIRE FOR NATIONAL SECURITY POSITIONS”

Some of the questions on the revised SF-86 specify a time frame, or investigative scope of seven (7) years. This time frame is not consistent with the National Security Directive (NSD) 63, “Single Scope Background Investigations”, dated October 21, 1991. Accordingly, the Office of Personnel Management has issued interim instructions that require a ten (10) year time frame for specific questions on the SF-86 for those cases in which the form is being completed for a single scope background investigation (SBI).

The following questions on the revised SF-86 should be answered with a **ten (10) year** time frame for the case to meet the NSC 63 standards:

- 9 Residences
- 10 Schools
- 11 Employment
- 12 References
- 21 Medical
- 22 Discharges
- 23 Police Record
- 29 Court Actions

* * * * *

I acknowledge that I have read and understand that some questions on the SF-86 specify a time frame of seven (7) years, which is not consistent with the NSC 63 Standards for Single Scope Background Investigations. Accordingly, the specified questions on this addendum are to be answered with a **ten (10) year** time frame to meet the NSC 63 Standards.

Declaration for Federal Employment

HSCEDM-09-R-00003
Form Approved
OMB No. 3206-0182

Instructions

The information collected on this form is used to determine your acceptability for Federal and Federal contract employment and your enrollment status in the Government's Life Insurance program. You may be asked to complete this form at any time during the hiring process. Follow instructions that the agency provides. If you are selected, before you are appointed you will be asked to update your responses on this form and on other materials submitted during the application process and then to recertify that your answers are true.

All your answers must be truthful and complete. **A false statement on any part of this declaration or attached forms or sheets may be grounds for not hiring you, or for firing you after you begin work. Also, you may be punished by a fine or imprisonment (U.S. Code, title 18, section 1001).**

Either type your responses on this form or print clearly in dark ink. If you need additional space, attach letter-size sheets (8.5" X 11"). Include your name, Social Security Number, and item number on each sheet. We recommend that you keep a photocopy of your completed form for your records.

Privacy Act Statement

The Office of Personnel Management is authorized to request this information under sections 1302, 3301, 3304, 3328, and 8716 of title 5, U. S. Code. Section 1104 of title 5 allows the Office of Personnel Management to delegate personnel management functions to other Federal agencies. If necessary, and usually in conjunction with another form or forms, this form may be used in conducting an investigation to determine your suitability or your ability to hold a security clearance, and it may be disclosed to authorized officials making similar, subsequent determinations.

Your Social Security Number (SSN) is needed to keep our records accurate, because other people may have the same name and birth date. Public Law 104-134 (April 26, 1996) asks Federal agencies to use this number to help identify individuals in agency records. Giving us your SSN or any other information is voluntary. However, if you do not give us your SSN or any other information requested, we cannot process your application. Incomplete addresses and ZIP Codes may also slow processing.

ROUTINE USES: Any disclosure of this record or information in this record is in accordance with routine uses found in System Notice OPM/GOVT-1, General Personnel Records. This system allows disclosure of information to: training facilities; organizations deciding claims for retirement, insurance, unemployment, or health benefits; officials in litigation or administrative proceedings where the Government is a party; law enforcement agencies concerning a violation of law or regulation; Federal agencies for statistical reports and studies; officials of labor organizations recognized by law in connection with representation of employees; Federal agencies or other sources requesting information for Federal agencies in connection with hiring or retaining, security clearance, security or suitability investigations, classifying jobs, contracting, or issuing licenses, grants, or other benefits; public and private organizations, including news media, which grant or publicize employee recognitions and awards; the Merit Systems Protection Board, the Office of Special Counsel, the Equal Employment Opportunity Commission, the Federal Labor Relations Authority, the National Archives and Records Administration, and Congressional offices in connection with their official functions; prospective non-Federal employers concerning tenure of employment, civil service status, length of service, and the date and nature of action for separation as shown on the SF 50 (or authorized exception) of a specifically identified individual; requesting organizations or individuals concerning the home address and other relevant information on those who might have contracted an illness or been exposed to a health hazard; authorized Federal and non-Federal agencies for use in computer matching; spouses or dependent children asking whether the employee has changed from a self-and-family to a self-only health benefits enrollment; individuals working on a contract, service, grant, cooperative agreement, or job for the Federal government; non-agency members of an agency's performance or other panel; and agency-appointed representatives of employees concerning information issued to the employees about fitness-for-duty or agency-filed disability retirement procedures.

Public Burden Statement

Public burden reporting for this collection of information is estimated to vary from 5 to 30 minutes with an average of 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of the collection of information, including suggestions for reducing this burden, to the U.S. Office of Personnel Management, Reports and Forms Manager (3206-0182), Washington, DC 20415-7900. The OMB number, 3206-0182, is valid. OPM may not collect this information, and you are not required to respond, unless this number is displayed.

Declaration for Federal Employment

GENERAL INFORMATION

1. FULL NAME (First, middle, last) ◆	2. SOCIAL SECURITY NUMBER ◆
3. PLACE OF BIRTH (Include city and state or country) ◆	4. DATE OF BIRTH (MM/DD/YYYY) ◆
5. OTHER NAMES EVER USED (For example, maiden name, nickname, etc) ◆ ◆	6. PHONE NUMBERS (Include area codes) Day ◆ Night ◆

Selective Service Registration

If you are a male born after December 31, 1959, and are at least 18 years of age, civil service employment law (5 U.S.C. 3328) requires that you must register with the Selective Service System, unless you meet certain exemptions.

- 7a. Are you a male born after December 31, 1959? YES NO *If "NO" skip 7b and 7c. If "YES" go to 7b.*
- 7b. Have you registered with the Selective Service System? YES NO *If "NO" go to 7c.*
- 7c. If "NO," describe your reason(s) in item #16.

Military Service

8. Have you ever served in the United States military? YES *Provide information below* NO
*If you answered "YES," list the branch, dates, and type of discharge for all active duty.
 If your only active duty was training in the Reserves or National Guard, answer "NO."*

Branch	From MM/DD/YYYY	To MM/DD/YYYY	Type of Discharge

Background Information

For all questions, provide all additional requested information under item 16 or on attached sheets. The circumstances of each event you list will be considered. However, in most cases you can still be considered for Federal jobs.

For questions 9,10, and 11, your answers should include convictions resulting from a plea of *nolo contendere* (no contest), but omit (1) traffic fines of \$300 or less, (2) any violation of law committed before your 16th birthday, (3) any violation of law committed before your 18th birthday if finally decided in juvenile court or under a Youth Offender law, (4) any conviction set aside under the Federal Youth Corrections Act or similar state law, and (5) any conviction for which the record was expunged under Federal or state law.

9. During the last 10 years, have you been convicted, been imprisoned, been on probation, or been on parole? (Includes felonies, firearms or explosives violations, misdemeanors, and all other offenses.) <i>If "YES," use item 16 to provide the date, explanation of the violation, place of occurrence, and the name and address of the police department or court involved.</i>	YES	NO
	<input type="checkbox"/>	<input type="checkbox"/>
10. Have you been convicted by a military court-martial in the past 10 years? (If no military service, answer "NO.") <i>If "YES," use item 16 to provide the date, explanation of the violation, place of occurrence, and the name and address of the military authority or court involved.</i>	YES	NO
	<input type="checkbox"/>	<input type="checkbox"/>
11. Are you now under charges for any violation of law? <i>If "YES," use item 16 to provide the date, explanation of the violation, place of occurrence, and the name and address of the police department or court involved.</i>	YES	NO
	<input type="checkbox"/>	<input type="checkbox"/>
12. During the last 5 years, have you been fired from any job for any reason, did you quit after being told that you would be fired, did you leave any job by mutual agreement because of specific problems, or were you debarred from Federal employment by the Office of Personnel Management or any other Federal agency? <i>If "YES," use item 16 to provide the date, an explanation of the problem, reason for leaving, and the employer's name and address.</i>	YES	NO
	<input type="checkbox"/>	<input type="checkbox"/>
13. Are you delinquent on any Federal debt? (Includes delinquencies arising from Federal taxes, loans, overpayment of benefits, and other debts to the U.S. Government, plus defaults of Federally guaranteed or insured loans such as student and home mortgage loans.) <i>If "YES," use item 16 to provide the type, length, and amount of the delinquency or default, and steps that you are taking to correct the error or repay the debt.</i>	YES	NO
	<input type="checkbox"/>	<input type="checkbox"/>

Declaration for Federal Employment

Additional Questions

14. Do any of your relatives work for the agency or government organization to which you are submitting this form? (Include: father, mother, husband, wife, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, and half sister.) *If "YES," use item 16 to provide the relative's name, relationship, and the department, agency, or branch of the Armed Forces for which your relative works.*
- YES NO
-
15. Do you receive, or have you ever applied for, retirement pay, pension, or other retired pay based on military, Federal civilian, or District of Columbia Government service?
- YES NO

Continuation Space / Agency Optional Questions

16. Provide details requested in items 7 through 15 and 18c in the space below or on attached sheets. Be sure to identify attached sheets with your name, Social Security Number, and item number, and to include ZIP Codes in all addresses. If any questions are printed below, please answer as instructed (*these questions are specific to your position and your agency is authorized to ask them*).

Certifications / Additional Questions

APPLICANT: *If you are applying for a position and have not yet been selected,* carefully review your answers on this form and any attached sheets. When this form and all attached materials are accurate, read item 17, and complete 17a.

APPOINTEE: *If you are being appointed,* carefully review your answers on this form and any attached sheets, including any other application materials that your agency has attached to this form. If any information requires correction to be accurate as of the date you are signing, make changes on this form or the attachments and/or provide updated information on additional sheets, initialing and dating all changes and additions. When this form and all attached materials are accurate, read item 17, complete 17b, read 18, and answer 18a, 18b, and 18c as appropriate.

17. **I certify** that, to the best of my knowledge and belief, all of the information on and attached to this Declaration for Federal Employment, including any attached application materials, is true, correct, complete, and made in good faith. **I understand that a false or fraudulent answer to any question or item on any part of this declaration or its attachments may be grounds for not hiring me, or for firing me after I begin work, and may be punishable by fine or imprisonment. I understand** that any information I give may be investigated for purposes of determining eligibility for Federal employment as allowed by law or Presidential order. **I consent** to the release of information about my ability and fitness for Federal employment by employers, schools, law enforcement agencies, and other individuals and organizations to investigators, personnel specialists, and other authorized employees or representatives of the Federal Government. **I understand** that for financial or lending institutions, medical institutions, hospitals, health care professionals, and some other sources of information, a separate specific release may be needed, and I may be contacted for such a release at a later date.

17a. Applicant's Signature: _____ Date _____
(Sign in ink)

Appointing Officer: Enter Date of Appointment or Conversion MM / DD / YYYY

17b. Appointee's Signature: _____ Date _____
(Sign in ink)

18. **Appointee (Only respond if you have been employed by the Federal Government before):** Your elections of life insurance during previous Federal employment may affect your eligibility for life insurance during your new appointment. These questions are asked to help your personnel office make a correct determination.

10a. When did you leave your last Federal job? DATE: MM / DD / YYYY

18b. When you worked for the Federal Government the last time, did you waive Basic Life Insurance or any type of optional life insurance?

YES NO Do Not Know

18c. If you answered "YES" to item 18b, did you later cancel the waiver(s)? If your answer to item 18c is "NO," use item 16 to identify the type(s) of insurance for which waivers were not canceled.

YES NO Do Not Know